

**AGREEMENT FOR
AMBULANCE SERVICES 2025**

AGREEMENT made as of the 1st day of January, 2025 by and between the Town of Nanticoke, a New York municipal corporation with offices and principal place of business at Nanticoke Town Hall 755 Cherry Valley Hill Road, Maine, NY 13802 (hereinafter referred to as the "TOWN", and Maine Emergency Squad, Inc., a New York not-for-profit corporation, having its principal office at PO Box 194, Maine, NY 13802 (hereinafter referred to as "SQUAD").

WITNESSETH

WHEREAS, at a regular meeting of the Town Board (hereinafter "Town Board") of the Town held at the Nanticoke Town Hall on the 10th day of December, 2024, the Town Board (1) determined that it was in the public interest for the Town to enter into an agreement with Squad to furnish emergency medical ambulance services for all persons in the Town, and (2) authorized the Supervisor of the Town to sign this agreement on behalf of Town, and

WHEREAS, at a meeting of the Board of Directors of Squad held in Maine, New York on the 13th day of JANUARY, 2025 Squad (1) agreed to furnish such emergency medical ambulance services, and (2) authorized its president to sign this agreement on behalf of Squad, and

WHEREAS, this agreement is authorized by General Municipal Law § 122-b.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. **SERVICE TO BE PROVIDED**

(a) Squad shall provide 24 hour, 7 days per week, emergency medical ambulance services for all persons in that area of the Town of Nanticoke covered by Squad's Certificate of Need (hereinafter "CON Area of Town") requiring such services, and shall provide pre-hospital emergency medical treatment and shall transport sick or injured persons found within the boundaries of the CON Area of Town to a hospital or other health care facility for treatment of such illness or injury. Squad warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the service provided herein. The Town recognizes that Squad has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while "out of service". "Out of service" shall mean such times as when the ambulances have arrived at a health care facility with a patient but, Squad is either cleaning or restocking the ambulances, or at such times as the ambulances are being routinely serviced and are "out of service" for a temporary short period of time during such routine service.

(b) When notified of the need for ambulance services within the CON Area of Town, Squad will respond and attend to any such request without delay.

(c) Squad shall provide a certified ALS ambulance and crew 24 hours per day, 7 days per week.

(d) To assure that there is emergency ambulance service coverage within the Town 24 hours per day, 7 days per week, Squad shall contract with (or make suitable mutual aid arrangements with) a duly licensed and duly qualified ambulance squad or squads or a duly licensed and duly qualified private ambulance service or services to provide advanced life support first response (hereinafter "ALSFR") coverage and service within the CON Area of Town during those time periods when Squad does not have the personnel who are qualified and available to furnish such ALSFR within Town.

(e) At periodic intervals Squad shall notify Broome County Office of Emergency Services (hereinafter "BCOES") if Squad does not then have ALSFR personnel available to furnish such ALSFR within the CON Area of Town.

(f) Squad shall notify BCOES that in the event Squad does not have ALSFR capability within the Squad at a time when such capability is required, the nearest available unit providing the appropriate level of care shall be located and dispatched to assist.

2. INSURANCE COVERAGE FOR VOLUNTEERS AND PAID SQUAD EMPLOYEES

The parties agree that members of Squad, who provide such services on a volunteer basis, will be covered with the statutory coverage under the Volunteer Ambulance Worker's Benefit Law(hereinafter "VAWBL"), which insurance coverage shall be a Squad charge and paid by the Squad in accordance with applicable provisions of VAWBL. Squad shall pay for the insurance coverage of Squad's paid employees.

3. CERTIFIED AMBULANCE SERVICE

(a) Squad agrees that it shall provide an ambulance service (i) with an ambulance which meets all applicable statutes, local laws, ordinances, codes, rules and regulations and (ii) with all of the personnel, equipment and supplies required by the New York State Public Health Law and the regulations promulgated by the New York State Department of Health(hereinafter "DOH"), and any other governmental agency with jurisdiction over this matter.

(b) Squad agrees to keep in force its Ambulance Service Statement of Registration, and comply with (i) all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800), and (ii) all rules and regulations formulated by Town, pursuant to section 122-b of the General Municipal Law, relating to the use of ambulance apparatus and equipment in the provision of the ambulance services hereunder.

(c) Squad shall procure and pay for all permits and licenses necessary for the ambulance services to be rendered hereunder.

(d) Squad agrees that it will operate, maintain and repair any ambulances it owns or leases pursuant to this agreement in accordance with applicable provisions of law.

(e) Squad shall operate and maintain a suitable facility within the Town of Maine to

house any ambulances and other suitable equipment which are used in connection with this agreement. Such facility shall be operational 24 hours per day, 7 days per week.

4. BILLING; FUND RAISING

(a) The Town hereby authorizes and expects Squad, pursuant to law, including the applicable State Comptroller and Attorney General opinions, and as contained in General Municipal Law Section 122(b)(2), to impose the fees or charges for the services it provides to individual patients, but only as provided for herein ("User Fees"). Prior to September 15th of each year, Squad shall submit to the Town a proposed User Fees schedule applicable for the upcoming term of the Agreement. The User Fees that shall be charged to the patients or their government, private employer-based or third-party insurance shall be determined by the Town Board and attached hereto as Schedule "A". Nothing herein shall require Squad to waive any co-payments or deductibles due from any non-residents of the Town or from individuals who are not taxpayers of the Town. Squad shall at all times comply with applicable Medicare and Medicaid billing rules and regulations. In the event there is any conflict between any applicable Medicare or Medicaid billing rules and regulations, such billing rules and regulations shall prevail and shall be complied with by Squad. Squad agrees to defend, indemnify and hold harmless the Town from any and all claims, suits, actions, causes of action, judgments, and liability arising from Squad's failure to comply with applicable Medicare and/or Medicaid billing rules and regulations.

(b) A copy of the bill for services shall always be sent to the individual who received the services, regardless of whether such services will be entirely or partially covered by insurance. Squad shall keep proper records and account for all monies so received. Squad shall use its best efforts to diligently collect such fees from the patients who have received the services of Squad, or their insurance companies, as the case may be. All User Fees billed are understood by the parties to be the property of the Town but collected and retained by the Squad pursuant to this Agreement. On the first Thursday of each month, Squad shall send a written report on the billing and collection activity of Squad to the Town informing Town of the number of calls responded to, User Fees billed, User Fees collected, and amounts outstanding through the first Wednesday of the month. Notwithstanding anything to the contrary herein, in the event this Agreement is terminated prior to the end of its term, Squad shall continue to collect any payments due for services rendered by Squad prior to the effective date of termination.

(c) Nothing herein shall be construed to prevent Squad from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.

5. CONSIDERATION; PAYMENT; TERM

(a) The term of this agreement shall be one (1) year, and shall commence on January 1, 2025 and expire on December 31, 2025. At any time after June 30, 2025 either party hereto may terminate this agreement by sending to the other party hereto written notice that it intends to terminate the agreement as of an effective date which is at least 30 days subsequent to the date that the party sends such notice of intended termination. Any such notice must have been approved in advance by Town Board (in the case of a notice sent by Town) or by the Board of Directors of Squad

(in the case of a notice sent by Squad). If such notice of intended termination is sent by either party hereto, Squad shall (within 30 days following the effective date of such termination) refund to Town the sum representing the prorated portion of the payment made by Town to Squad hereunder for the period commencing on the effective date of such termination and ending on December 31, 2025. On and after the date that Squad refunds such sum to Town, neither party hereto shall have any further rights or remedies as against the other party hereto by virtue of this agreement, except for the Town's rights to defense, indemnity and being held harmless which shall survive any termination of this agreement. However, the Squad's obligation to defend, indemnify and hold harmless shall survive any termination of this agreement.

(b) For the services to be performed by Squad hereunder, the Town shall pay to Squad the sum of \$50,000.00 ("Flat Fee") on or before January 31, 2025, and an amount up to, but not to exceed \$31,020.00 ("Billing Fee") which shall be paid in regular monthly installments as set forth below. Such amounts are subject to the following conditions: (i) Squad must present proof to Town that Squad, its ambulance(s) and personnel are duly certified, authorized and approved to furnish emergency ambulance services within Town, (ii) Squad must present proof to Town that Squad has obtained the insurance coverage required hereunder and has arranged to have Town named as an additional named insured as required by this agreement, and (iii) Squad's voucher requesting such payments shall be subject to audit and allowance by the Town Board.

(c) Squad, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personnel training costs, repairs and maintenance of equipment, supplies including consumables, gas and oil, licensing fees, and insurance premiums for the insurance coverage's hereinafter specified.

(d) The Flat Fee shall be collected by the Town through taxes. The Billing Fee is an amount determined by the Town Board based on the User Fees the Squad has reasonably estimated it will collect from patients (and their government, employer or third-party insurance) during the term of this Agreement. Squad shall provide its reasonable estimate for next year to the Town no later than September 15th of this year. Squad's retention of the Billing Fee to the Squad is subject to the following conditions: (i) Squad maintaining the records as required by providing the monthly statements as described in Section 4(b), and (ii) Squad's billing and collection records from the previous three (3) years, and any other financial, accounting, and business records related thereto, shall be subject to audit and review by the Town Board (but only to the extent such records, or a summary thereof, can be provided to the Town free of individually identifiable health information, as defined by HIPAA, and otherwise in compliance with HIPAA). As required by law, in the event that Squad, during the term of this Agreement, collects User Fees from its billing of patients, as described in Section 4, above the Billing Fee amount, Squad shall pay the Town such overages. In the event Squad collects User Fees less than the Billing Fee during the term of this Agreement, the Town shall be relieved from paying the difference between the User Fees actually collected by Squad and the Billing Fee. Any User Fees collected in the next contract year shall be applied to that year's contract funds. Nothing herein shall require Squad to spend or otherwise use funds raised by real estate taxes prior to receiving Billing Fees.

(e) Notwithstanding anything to the contrary, Squad shall not, under any circumstances, provide any protected health information ("PHI"), as that term is defined in the Health

Insurance Portability and Accountability Act ("HIPAA"), to Town or provide any other information to Town that would subject Town to the requirements of HIPAA.

6. INSURANCE; HOLD HARMLESS; BUDGET

(a) Squad agrees that it will, at its own cost and expense, insure and keep insured, during the term of this agreement, its vehicles (including any ambulance owned by Squad), its equipment and supplies and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$2,000,000.00 / \$4,000,000.00 limits, (ii) an errors and omissions policy with \$2,000,000.00/ \$4,000,000.00 limits, and (iii) vehicle liability insurance with a policy limit of \$2,000,000.00 for each ambulance owned or leased by Squad hereunder. Each of those insurance policies shall provide coverage for occurrences within the CON Area of Town, as well as occurrences outside the CON Area of Town even if the Squad does not have a DOH certificate of need or other DOH operating authority for the location outside the CON Area of Town where the occurrence occurs. The Town shall be named as an additional named insured on each of said policies.

(b) Squad agrees to defend, indemnify and hold harmless the Town, its officers, agents and/or employees of and from any and all suits, actions, causes of action, claims, judgments, and/ or liability imposed or threatened to be imposed upon the Town, its officers agents and/or employees arising from the acts of negligence, active or passive, of Squad, its officers, agents and/ or employees in providing emergency medical care. This obligation to defend, indemnify and hold harmless shall survive any termination of this agreement.

(c) Squad shall submit a copy of its budget to the Town on an annual basis, at the end of its fiscal year. Such budget shall contain anticipated itemized revenues and expenditures for the next fiscal year, and an itemized list of revenues and expenditures for the previous fiscal year. The parties hereby agree that the Town reserves the right under this Agreement to request financial information from the Squad as reasonably necessary to evaluate this Agreement, associated costs, and the performance of services. While the Squad retains the right to refuse certain, specific requests for information it deems proprietary, it commits to satisfying the Town's inquiries in good faith, and within a reasonable timeframe of the request.

7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of Squad to the services and work performed by it under this agreement shall be that of an independent contractor. The Town shall not supervise or control the method or manner of providing emergency ambulance services hereunder.

8. PERFORMANCE EVALUATION

Squad shall provide Town a written report, due no later than the tenth (10th) day of each month, indicating at least the following:

(a) The number of emergencies to which Squad was dispatched

- (b) The number of emergencies to which Squad responded
- (c) The amount of time in which Squad acknowledged the emergency
- (d) The amount of time from the moment of dispatch to the moment when the Squad was on-route to the emergency
- (e) The amount of time which Squad took to arrive at the location of the emergency
- (f) The number of mutual aid calls to which Squad responded
- (g) The number of emergencies to which Squad did not respond, indicating also those emergencies missed due to Squad's involvement with another emergency, and indicating the name(s) of the ambulance squad or company which did respond to the emergency under a mutual aid arrangement and the amounts (if any) paid by Squad to such other squad or company for such mutual aid coverage.
- (h) A list of all of the Squad's directors, officers, volunteers and employees.
- (i) A list of all Squad members who have basic life support first response (hereinafter "BLSFR") certification and those Squad members who have ALSFR certification.
- (j) A list of all ambulance drivers for the Squad and details concerning any convictions involving those drivers or accidents involving those drivers during the past 24 months.

Town reserves the right to cancel this agreement on ten (10) days written notice (a) if Squad does not respond to an average of at least seventy-five percent (75%) of the emergencies to which Squad is dispatched in the CON Area of Town, over any consecutive three month period, or (b) if Squad does not respond to an average of at least sixty percent (60%) of the emergencies to which Squad is dispatched in the CON Area of Town in any thirty day period. However, included in these averages shall not be those emergencies not responded to by Squad due to Squad's involvement with another emergency within or without the CON Area of Town, or for those occasions when Squad's ambulance vehicle is undergoing maintenance. In the event of such a termination, the refund provisions of paragraph 5(a) hereof shall apply.

9. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, Squad is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

10. COMPLIANCE WITH LAWS

In accordance with the provisions of Section 108 of the General Municipal Law, this agreement shall be void and of no effect unless Squad shall secure compensation for benefit of, and keep insured during the term of this agreement, such of the employees of the Squad engaged thereon as are required to be insured under the provisions of the Workers' Compensation Law.

To the extent that section 220 of the Labor Law is applicable to this agreement, in accordance with the provisions of section 220 of the Labor Law, no laborer, workman or mechanic in the employ of the Squad or other person doing or contracting to do work contemplated by this agreement shall be permitted or required to work more than 8 hours in any one calendar day or more than 5 days in any

one week except in cases of extraordinary emergency, including fire, flood or danger to life or property. No person shall be so employed more than 8 hours in any day or more than 5 days in any one week except in such emergency. The wages to be paid for a legal day's work, as defined in section 220 of the Labor Law, shall be not less than the prevailing rate of wages, as defined in section 220 of the Labor Law.

The Squad agrees to comply with the provisions of Article 15 (Human Rights Law) of the Executive Law, the Civil Rights Law and any and all regulations issued pursuant thereto.

Squad shall at all times comply with all applicable laws, statutes, local laws, ordinances codes, rules and regulations (hereinafter collectively referred to as "Laws")

11. APPLICABLE LAW

This agreement is governed by the laws of the State of New York.

12. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other addresses as my hereafter by designated in writing by either party hereto:

To Town: Town of Nanticoke
Attention: Roy G. Willis, Supervisor
Nanticoke Town Hall
755 Cherry Valley Hill
Maine, NY 13802
rwillis@stadiumtrucks.com

To Squad: Maine Emergency Squad, Inc.
Attention: President
PO Box 194
Maine, NY 13802

13. COMPLETE AGREEMENT; MODIFICATION

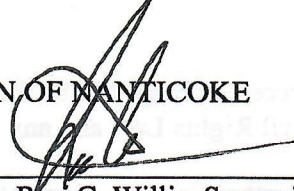
This agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

14. WAIVER

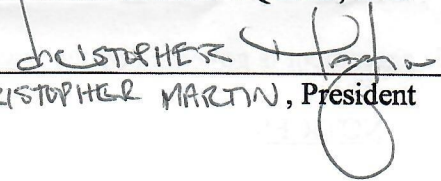
No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

TOWN OF MANTICOKE

By: 
Roy G. Willis, Supervisor

MAINE EMERGENCY SQUAD, INC.

By: 
CHRISTOPHER MARTIN, President

Schedule A

Maine Emergency Squad INC. Schedule of Fees and Charges

REVISED 2024

Basic Life Support - Non Emergency - 1250.00

Basic Life Support - Emergency - 2250.00

Advanced Life Support - Non-Emergency - 2350.00

Advanced Life Support Emergency - 4000.00

Advanced Life Support Emergency 2 - 4250.00

Treat And Release (RMA) BLS - 375.00

Treat and Release (RMA) ALS - 750.00

Mileage (Loaded Miles - Patient on Board) 45.00

TOWN OF NANTICOKE

**A RESOLUTION AUTHORIZING THE SUPERVISOR OF THE
TOWN OF NANTICOKE TO SIGN THE AMBULANCE SERVICES
AGREEMENTS WITH THE MAINE EMERGENCY SQUAD, INC. AND
BROOME VOLUNTEER EMERGENCY SQUAD, INC. FOR THE YEAR 2025**

WHEREAS, for the purposes of considering the contracts for ambulance services with the Maine Emergency Squad, Inc. and Broome Volunteer Emergency Squad, Inc., a public hearing was duly held at Nanticoke Town Hall, 755 Cherry Valley Hill Road, Maine, New York on December 10, 2024 at 7:00 p.m. and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said contracts, or any part thereof; and

WHEREAS, notice of said public hearing was duly advertised in the official newspaper of the Town and was posted on the Town Clerk's sign board.

NOW THEREFORE, the Town Board of the Town of Nanticoke, after due deliberation, does hereby resolve as follows:

Section 1. The Town Board hereby determines that it is in the public interest for the Town to enter into agreements with the Maine Emergency Squad, Inc. and Broome Volunteer Emergency Squad, Inc. to furnish emergency medical ambulance services in the Town.

Section 2. The Supervisor of the Town of Nanticoke is hereby authorized and empowered to sign and deliver on behalf of the Town of Nanticoke the Ambulance Services Agreements for the Year 2025 between the Town of Nanticoke and the Maine Emergency Squad, Inc. and the Town of Nanticoke and Broome Volunteer Emergency Squad, Inc.

Section 3. Said agreements shall be substantially in accordance with the version thereof which is now on file in the offices of the Town Clerk of the Town of Nanticoke, and shall be subject to the approval of the Town Attorney of the Town of Nanticoke.

Section 4. This resolution shall take effect immediately.

CERTIFICATION

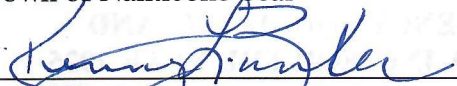
I, Renny L. Zanker, do hereby certify that I am the Town Clerk of the Town of Nanticoke and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Nanticoke at a meeting thereof held at Nanticoke Town Hall, 755 Cherry Valley Hill Road, Maine, New York on the 10th day of December, 2024. Said resolution was adopted by the following roll call vote:

Supervisor Roy G. Willis
Councilmember Dan Baker
Councilmember Michael Holden
Councilmember Scott Whittaker
Councilmember Anthony Slack

Aye
Aye
Aye
Aye
Aye

Dated: December 10, 2024

Town of Nanticoke Seal


Renny L. Zanker, Town Clerk
Town of Nanticoke

