

AGREEMENT FOR AMBULANCE SERVICES (2025)

AGREEMENT made as of this 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 Broome Volunteer Emergency Squad, Inc., a New York not-for-profit corporation, having its principal office at 261 Court St. Binghamton, NY 13901 (hereinafter referred to as "Squad").

WHEREAS this Agreement is authorized by General Municipal Law 122-b; and

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 Triangle 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 limited supply of ambulance 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 employ (or contract with an entity furnishing) a person certified at least as a basic emergency medical technician in New York State, who shall be available to respond to emergencies in the CON Area of Town for a 12-hour daytime shift from Monday until Friday.
- d. Squad shall contract with (or make suitable mutual aid arrangements with) a duly licensed and duly qualified ambulance Squad 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 the 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 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 Town charge and

paid by the Town 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, codes, rules and regulations and (ii) with all of the personnel, equipment and supplies required by the New York Public Health Law and regulations promulgated by the New York State Department Of Health (hereinafter "DOH"),
- 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 here under.
- c. Squad shall procure and pay for all permits and licenses necessary for the ambulance service 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 Lisle to house any ambulances and other suitable equipment which are used in connection with this Agreement.

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. The fees that shall be charged to the patients shall be determined by the Town Board and attached hereto as Schedule "A". Prior to September 15th of each year, SQUAD shall submit to the Town a proposed fee schedule applicable for the upcoming term of the Agreement.
- 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 fees billed are understood by the parties to be the property of the Town, and when collected by SQUAD, shall be remitted to the Town on the 15th of each month in one lump sum in the form of an electronic funds transfer. In the event this Agreement is terminated prior to the end of its term, SQUAD shall continue to collect and remit any payments due for services rendered by SQUAD prior to the effective date of termination.
- c. Nothing herein shall require SQUAD to waive any co-payment or deductibles due from any non-residents of the Town. Town and Squad have established a contract price that includes payment for an estimated patient portion/co-payment of an ambulance bill to be due from residents. In light of such contract amount, SQUAD shall not collect any co-payment from any resident of the Town of Triangle. However, SQUAD shall make all reasonable and necessary attempts to collect these funds from non-residents. Nothing herein shall be construed to prevent SQUAD from soliciting and accepting donations

or from conducting fund-raising that would otherwise be lawful to assist in defraying its operating and capital expenses.

5. CONSIDERATION; TERM; TERMINATION

- a. The term of this Agreement shall commence on January 1, 2025, and expire on January 2, 2025. Either party hereto may terminate this Agreement by sending to the other party 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 the Town Board (in case of a notice sent by the Town) or the Board of Directors of the Squad (in the case of a notice sent by Squad). If such notice of intended termination is sent by either party hereto, Squad (within 30 days following the effective date of such termination) shall refund to the Town the sum representing the prorated portion of any payment made by Town to Squad hereunder for the period commencing on the effective date of such termination and ending on January 2, 2025. On and after the date that Squad refunds such sum to Town, neither party hereto shall have any further obligation to the other, including any claim to defense, indemnity and being held harmless which shall survive any termination of this agreement, except that the Squad shall continue to collect and remit any payments due for services rendered by the Squad prior to the effective date identified in the termination letter.
- b. As fair and reasonable compensation payment for the services provided by the Squad hereunder, the Town shall pay the Squad the sum of **\$12,393.00** on or before March 1, 2025 ("Flat Fee") and an amount up to, but not to exceed **\$14,871.60** ("Billing fees") which shall be paid in regular monthly installments on the 20th day of each month beginning on January 1, 2025. The Billing Fee is an amount determined by the Town Board based on the estimated fees the Squad expects to collect for the applicable term of the Agreement. Such an estimate shall be submitted to the Town no later than September 15th of each year.
- c. The Squad agrees to comply with all Medicare and Medicaid laws and regulations, as well as all New York State insurance laws and regulations.
- d. The Billing Fees shall be paid to the Squad in regular monthly installments on or before the 20th of each month in an amount equal to the fees remitted to the Town on the 15th of the same month as described in section 4 (b) and 5 (b) above. By way of example only, if Squad remits \$5,000.00 to the Town on January 15th, and then remits \$10,000.00 on February 15th, the Town shall pay an installment to Squad on or before January 20th in the amount of \$5,000.00 and on or before February 20th in the amount of \$10,000.00. Each such payment to Squad is subject to the following conditions: (i) the SQUAD maintains proof available to the Town that the SQUAD, its ambulance(s), and its personnel are duly certified, authorized and approved to furnish emergency ambulance services to and within the Town, (ii) the SQUAD maintains proof available to Town that SQUAD has obtained the insurance coverage required herein and has arranged for the Town to be named as an additional insured as required by this Agreement, (iii) SQUAD's billing and collection records, and any other financial, accounting, and business records 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), and (iv) the current installment to be paid to SQUAD does not, when added to the total amount already paid in installments to SQUAD during the term of this Agreement, exceed the Billing Fees indicated in section 5 (b) above, in which case (as long as conditions (i) through (iv) are satisfied) only that portion of the installment shall

be paid to SQUAD which would bring the total amount of installments paid over the term of the Agreement to an amount equal to the total Billing Fees amount. The Town Board shall pass a resolution pre-authorizing and requiring the Town bookkeeper to make such payments in accordance with this Agreement.

- e. The parties agree that the Squad shall be responsible for all expenses incurred as a result of such ambulance service provided under this Agreement, including, but not limited to, all personnel costs and expenses, both paid employees and volunteers, personnel training costs, equipment and vehicle repairs and maintenance, supplies including consumables, gas and oil, licensing fees, and insurance premiums for the insurance coverage required herein.

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 \$1,000,000.00/\$2,000,000.00 limits, (ii) an errors and omissions policy limit of \$1,000,000.00/\$2,000,000.00 limits, and (iii) vehicle liability insurance with a policy limit of \$1,000,000.00 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 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 for employees of an 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.
- d. This budget shall contain anticipated itemized expenditures for the next fiscal year, and an itemized list of expenditures for the previous fiscal year. The Town shall have access upon reasonable notice and during normal business hours to all books, records, map, plans, financial statements and other like materials of the Squad relating to the property and operation by the Squad of the corporation by the Squad of the corporation and to all other records required to be kept hereunder.

7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of Squad to the services and the work performed by it under the 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

Upon request, Squad shall provide the Town a quarterly written report, due not later than the tenth (10th) day of April, July, October and January, 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 Squad took to arrive at the location of 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 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 Squad's directors, officers

Town reserves the right to cancel this Agreement without liability 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 termination, the refund provisions of paragraph 5 (a) hereof shall apply.

9. NO ASSIGNMENT

In accordance with 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 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 a required to be insured under the provision of the Worker's Compensation Law.

To the extent that section 220 of the labor Law is applicable to this Agreement, in accordance with 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 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, Civil Rights Law and any and all regulations issued pursuant thereto.

Squad shall at all times comply with all applicable laws, statutes, local laws, ordinance codes, rules and regulations (herein after 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 any thereafter be designated in writing by either party hereto:

To Town:	<u>General Correspondence</u>	<u>Billing reports</u>
	Town of Naticoke	_____ [name]
	Attention: Supervisor	Town Bookkeeper
	Naticoke Town Hall	_____ [email]
	755 Cherry valley Hill Road	
	Maine, NY 13802	
	rwillis@allegiancetrucks.com	

To Squad: Broome Volunteer Emergency Squad, Inc.
Attention: Carla Simpson, President
PO Box 599
Binghamton, NY 13902
cbsimps10@gmail.com

13. COMPLETE AGREEMENT: MODIFICATION

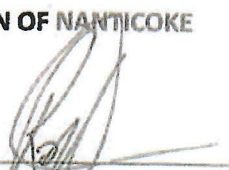
This Agreement constitutes the complete understanding and Agreement of the parties with respect to the subject matter hereof. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

14. WAIVER

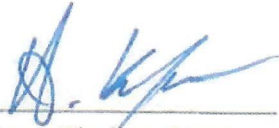
No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of the agreement or constitute a cause or excuse for a repetition of such or any other breach unless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

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

TOWN OF NANTICOKE

By: 
Roy Willis, Supervisor

BROOME VOLUNTEER EMERGENCY SQUAD, INC.

By: 
Anthony Kilgallon, Director of Operations

SCHEDULE A

Broome Volunteer Emergency Squad, Inc. Schedule of 2025 Fees

Procedure Code	Procedure Description	Approved Rate
A0396	CPAP	\$150.00
A0422	OXYGEN	\$76.00
A0425	MILEAGE	\$30.00
A0426	ALS NON EMERGENCY	\$900.00
A0427	FIELD TERMINATION - ALS	\$1,300.00
A0427	ALS EMERGENCY	\$1,300.00
A0428	BLS NON EMERGENCY	\$850.00
A0429	FIELD TERMINATION - BLS	\$1,000.00
A0429	BLS EMERGENCY	\$1,000.00
A0432	PARAMEDIC INTERCEPT	\$974.82
A0433	FIELD TERMINATION - ALS2	\$1,700.00
A0433	ALS2 EMERGENCY	\$1,700.00
A0433	ALS2 NON EMERGENCY	\$1,700.00
A0998	RMA - MVC	\$267.80
A0998	RMA - LIFT ASSIST	\$115.00
A0998	RMA - MEDICAL	\$500.00
A0998	RMA - DIABETIC WAKE-UP	\$450.00
INTEREST		\$0.00