

AGREEMENT

THIS AGREEMENT, made the 1st day of December, ²⁰¹⁶2015, by and between the town of Amenia, a municipal corporation with its principal place of business at 4988 NY-22 Amenia, New York 12501 (hereinafter "Town"), and Northern Dutchess Paramedics, a for-profit corporation with its principal place of business at 3 Hook Road, Rhinebeck, New York 12572 in the County of Dutchess, existing under the laws of the State of New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within its borders pursuant to the powers provided to it under General Municipal Law 122-b and has solicited proposals therefore;

WHEREAS, Ambulance has submitted a proposal, and in accordance with such proposal, is willing to provide ambulance services to the Town's residents and persons situated within the Town's borders;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents with the services it desires, it is necessary for Town to impose a tax for ambulance services, which may be offset by user fees billed to patients; and

WHEREAS, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Town;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF EMERGENCY MEDICAL SERVICES AND FURTHER ASSURANCES

- (a) Ambulance shall provide Town with one (1) advanced life support emergency medical ambulance services, which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services and the Hudson Valley REMSCo, to serve the emergency medical needs of those persons within the boundaries of the Town. Services to be provided include Basic Life Support transport and treatment and providing Advanced Life Support Treatment. Such services will be provided by paramedics (level 4). Such paramedics and ambulance shall be licensed to provide services in both New York and Connecticut.
- (b) The Advanced Life Support Service staffed ambulance shall be physically present in the Town of Amenia 24 hours a day, 7 days per week. A backup ambulance shall be provided for no additional expense to the Town with another equally staffed unit when available.

- (c) This ambulance shall not be utilized to serve territories outside of the town, unless otherwise dictated by established mutual aid agreements by the Amenia and Wassaic Fire Departments and dispatched by the Dutchess County Department of Emergency Response (DC911).

NDP's primary ambulance shall arrive at all Priority ^{1,2,3, & 4} calls as defined per DC911 protocol, in 15 minutes or less, except those times when circumstances beyond NDP's control, such as severe weather, prevent such a response. In such instances, NDP will respond as quickly as reasonably possible.

- (d) Ambulance shall and hereby agrees to:

- (1) maintain an average en-route time of no more than two minutes and an average arrival on scene time of no more than eight minutes from dispatch;
- (2) transport all patients to the closest appropriate facility;
- (3) work cooperatively with area fire departments and ambulance services;
- (4) participate in the local 911 dispatch system;
- (5) Defend, Hold Harmless and Indemnify the Town of Amenia, its employees and agents for all acts and omissions of the Ambulance and its employees and agents.
- (6) Provide insurance naming the Town of Amenia as an additional insured, in amounts no less than three million per occurrence and five million the aggregate, with at least one million of vehicle/fleet liability, and to arrange for a copy of such insurance to be provided to the Town prior to the commencement of this Agreement, and to ensure that the Town is notified of any changes, lapses or cancellations thereto;
- (7) Cooperate with the Town in answering questions from patients about its bills and charges;
- (8) Comply with HIPAA;
- (9) Cooperate in audits related to its en-route and response times, replacement of ambulances, and all other minimum requirements of this proposal;
- (10) Not discriminate against persons in a manner which would violate state or federal laws. Ambulance shall comply with all wage and hour laws and the provision of workers compensation.

2. TERM

The term of this Agreement shall be for a period of one year, commencing on the 1st day of January, 2017 and shall continue through the 31st day of December of such year, unless sooner terminated as herein provided.

3. COMPENSATION

- A. Town agrees to pay Ambulance the amount of six hundred fifty thousand (\$650,000.00) dollars for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee will not be collected from taxes. The Town shall raise no more than three hundred and ten thousand (\$310,000.00) dollars from taxes, payable in equal monthly installments as services are provided. The remaining sum of three hundred forty thousand (\$340,000.00) dollars shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$340,000.00, the excess billing revenue shall be remitted to the Town. The Town is hereby relieved from the obligation to pay more than the amount of \$310,000.00 from the tax role and is relieved from any shortfall from billing revenue, such that the maximum paid from the Town taxes shall be \$310,000.00.
- B. Town has established a schedule of user fees to be imposed upon persons served by the Ambulance. Ambulance shall collect the funds. Ambulance shall provide Town with a monthly accounting of the funds received from persons served in the boundaries of the contracted each month, no less than on a monthly basis. The total of the funds collected during the contract year shall offset the amount due from the Town under this Agreement.
- C. Any funds collected in the next contract year shall be applied to that year's contract funds. Should the parties terminate the Agreement, any billing revenues collected by Ambulance in the year following termination shall be paid to the Town.
- D. The Town shall have the right to renew this Agreement upon the same terms and conditions as provided for in this Agreement, except with regard to the price, as follows:

	<u>Total Fee</u>	<u>Amount from Town Taxes</u>	<u>Amount from Billing</u>
2018	\$700,000.00	\$322,000.00	\$378,000.00
2019	\$750,000.00	\$335,000.00	\$415,000.00

The Town may exercise its option by notifying NDP in writing, by certified mail, return receipt requested (but regardless of acceptance of delivery), no less than sixty (60) days prior to the expiration of this Agreement of its option to renew.

4. INSURANCE

Ambulance agrees to maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in the amount of Three Million Dollars (\$3,000,000.00). Ambulance agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles for at least One Million Dollars (\$1,000,000.00). Ambulance shall have the Town named as an additional insured in the insurance policy and present the Town with a certificate of insurance and make arrangements for automatic notification of the Town in the case the insurance policy lapses or is cancelled.

5. NO EMPLOYMENT

Ambulance's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Ambulance or its employees/volunteers to the supervision and control of the Town or is intended to create any municipal liability for such supervision on behalf of the Town.

6. CONFIDENTIALITY

Nothing herein shall entitle the Town to the name, address or social security number of any patient served. Town will not require Ambulance to release any patient's medical information.

7. CONTINUATION OF SERVICES

If Ambulance's services continue to be provided by the request of the Town beyond the expiration of the term hereof, the terms of this Agreement shall continue on a monthly basis unless and until the parties enter into a subsequent written agreement.

8. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Ambulance shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries. In the event either party desires to cancel this Agreement or cease providing or receiving ambulance services, the terminating party must provide written notice thereof to the other party at least ninety (90) days prior to the expiration of any term of the Agreement.

9. GROUND FOR TERMINATION

This Agreement shall terminate prior to the expiration of the term hereof upon the happening of any of the following events:

- (a) upon the Town's failure to deliver the monies due Ambulance under this Agreement by the date due, so long as Ambulance provides thirty (30) days

written notice to the Town of the date it will stop providing services;

- (b) upon the loss or suspension of Ambulance's ability to deliver emergency medical services due to the loss of a certificate of need or the loss of operating permits or licenses. In such instance, Ambulance shall reimburse Town for the prorated balance of the fee paid for the then term.
- (c) Upon ninety (90) days' notice from the Town to Ambulance to discontinue services, with or without cause.

10. REPRESENTATIONS

Ambulance represents that in the last ten (10) years, it has not been convicted of or plead guilty to any civil or criminal sanctions or administrative penalties, and that there are no such charges pending, as a result of any government action related to the ambulance services provided, including but not limited to from or related to any billing of patients or third party payers or governmental insurance programs..

11. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses hereinabove stated or to such other addresses as may be designated by written notice complying as to delivery with the terms of this Section.

12. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect.

13. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

14. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

15. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement

16. **BINDING EFFECT**
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

17. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Dutchess in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

19. NO ASSIGNMENT

This Agreement shall not be assigned by any party without the prior written consent of the other party.

20. GENDER NEUTRAL

Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties.



IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

TOWN OF AMENIA

BY: Victoria Perotti
Victoria Perotti, Supervisor

NORTHERN DUTCHESS PARAMEDICS, INC.

BY: Edward Murray
EDWARD MURRAY Pres./CEO

SCHEDULE OF FEES

The Town hereby approves the schedule of fees. All such fees include the approved Medicare, Medicaid and other rates as dictated by federal and state regulations.

SCHEDULE OF MAXIMUM ALLOWABLE RATES

EFFECTIVE November 1, 2015 through December 31, 2016
2016 Rate Schedule

Northern Dutchess Paramedics, Inc.

AMBULANCE SERVICE RATE SCHEDULE

Basic Life Support (BLS) Rate.....	\$682.00
Advance Life Support Level 1 Non-ER.....	N/A
Advance Life Support Level 1 ER.....	\$1,080.00
Advance Life Support Level 2.....	\$1,115.00
Paramedic Intercept.....	\$767.00
Basic Life Support (BLS) Helicopter Assist.....	\$447.00
Advance Life Support (ALS) Helicopter Assist.....	\$695.00
Advance Life Support (ALS) Assessment.....	\$401.00
Specialty Care Transport (SCT).....	\$1,484.00

ANCILLARY CHARGES

Waiting Time Charge.....	\$182.00
Per Mileage Charge.....	\$16.61
Special Attendant Charge.....	\$134.00

INVALID COACH RATE SCHEDULE

Base Rate (IC).....	N/A
Two Patients (IC).....	N/A

ANCILLARY CHARGES

Per Mile Charge (IC).....	N/A
Second Attendant Charge (IC).....	N/A
Waiting Time Charge (IC).....	N/A

All charges must be in conformance with the definitions on the subsequent pages entitled "Explanatory Notes on the Implementation of the 2016 Schedule of Maximum Allowable Rates," which are attached to, and become part of, the Rate Schedule.

Certified to be the maximum allowable rates by:


Renee Holota, Office Supervisor
Office of Emergency Medical Services

Date Certified:

10/20/15