



## AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made the   1   day of   January  , 2022, by and between the Village of Trumansburg, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter "Village"), and the Town of Ulysses, a municipality situated in the County of Tompkins, State of New York (hereinafter "Ulysses").

### WITNESSETH

WHEREAS, Village maintains an ambulance department with a basic and advanced life support transporting ambulance service;

WHEREAS, the Town desires to provide ambulance services to its residents and persons situated within a portion of the Town's borders;

WHEREAS, the Town has formed an ambulance district for the purpose of contracting for ambulance protection.

WHEREAS, in order to defray the cost of purchasing and maintaining a Village ambulance service and in order to provide the Town with the services it desires, it is necessary for Village to receive payments from municipalities, which may be offset by user fees for services; and

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

WHEREAS, in joint cooperation as contemplated by General Municipal Law 122-b, the parties agree to cooperate to provide an ambulance service to persons situated in the area described herein;

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

- (a) Village will provide Town with basic and 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 to serve the emergency medical needs of those persons within the boundaries described herein. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.
- (b) The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Village's available resources and personnel.

- (c) The territory served shall be the Town of Ulysses Ambulance District, as described in a resolution adopted by the Town of Ulysses.

## 2. TERM

The term of this Agreement shall be for a period of one year, commencing on the 1<sup>st</sup> day of January, 2022 and shall continue through the 31<sup>st</sup> day of December, unless sooner terminated as herein provided.

## 3. COMPENSATION

Town agrees to pay village the amount of \$415,238.00/US for the provision of ambulance services, and such amount shall be paid to Village no later than February 15<sup>th</sup>, 2022 of the contract's calendar year. Failure of the town to remit the contract fee within ten (days) of such date shall result in a late fee of \$50.00 per day and shall entitled Village to terminate this Agreement.

- A. Town may establish a schedule of user fees to be imposed upon persons served by the Village, but it is not required to do so. If no fees are established, then the Village shall provide such services without charge to the patient. In event a schedule of fees is established by the Town, the Village shall impose such fees and collect the funds deriving therefrom. The Village shall provide an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- B. Within thirty (30) days after the completion of the contract year, or more often as agreed to by the parties, the Village will remit to the Town the total amount of funds collected from persons served in the contracted area, less the Village's fees associated with the collection of such funds for persons in such contracted area.
- C. At all times, the funds generated from billing shall belong to the Town. In the event the agreement is terminated, the net billing funds shall be remitted to the Town, whenever collected.

Town may implement a charity care policy to be adhered to by the Village.

## 4. AVAILABILITY OF SERVICE

Town recognizes that in some or all cases, only basic life support may be available or apparently necessary based upon the information available. Town also recognizes that on some occasions no ambulance may be available due to Village's lack of vehicles and/or personnel to respond to all emergencies for which it contracts to provide services, both within and without the Town's boundaries. Town holds Village harmless for the Village's failure to provide services on occasions when such resources are temporarily unavailable.

## 5. REPORTING

The Village will provide the Town with quarterly reports of the number of calls received for service and number responded to by the Village Ambulance Service.