



AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made the 1 day of January , 2018, 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 1st day of January, 2018 and shall continue through the 31st day of December, unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay village the amount of \$361906.16/US for the provision of ambulance services, and such amount shall be paid to Village no later than February 15th, 2018 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 entitle 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.

6. INSURANCE

Village 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). Village 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). Village 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.

Village shall be responsible for providing the Volunteer Ambulance Workers Benefit Law benefits and workers compensation benefits, as required by such laws.

7. NO EMPLOYMENT

Village's employees shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Village or its employees/volunteers to the supervision and control of the Town nor is intended to create any municipal liability for such supervision on behalf of the Town.

8. CONFIDENTIALITY

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

9. CONTINUATION OF SERVICES

If Village'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.

10. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, Village 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.

11. GROUNDS 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 Village under this Agreement by the date due, so long as Village provides thirty (30) days written notice to the Town of the date it will stop providing services;
- (b) upon the loss or suspension of Village'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, Village shall reimburse Town for the prorated balance of the fee paid for the then term.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. COUNTERPARTS

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

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Tompkins 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.

20. NO ASSIGNMENT

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

21. 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.

22. 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 ULYSSES

VILLAGE OF TRUMANSBURG

BY: _____
Supervisor

BY: _____
Mayor

Date of Signature _____

Date of Signature _____

**SCHEDULE A
CONTRACT FEES**

<u>AMOUNT</u>	<u>YEAR</u>
Payment of \$361906.16	2018