



AGREEMENT

THIS AGREEMENT, made the 6th day of January, 2023 by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, Islip, New York (hereinafter the "Town") and Community Ambulance Company, Inc., a not for profit corporation with its principal place of business at 420 Lakeland Avenue, Sayville, in the County of Suffolk existing under the laws of the State of New York (hereinafter "Ambulance").

WITNESSETH

WHEREAS, the Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the Sayville Community Ambulance District (hereinafter "Ambulance District");

WHEREAS, Ambulance desires to provide ambulance services to its residents and persons situated within the Ambulance District;

WHEREAS, in order to defray the cost of ambulance service and in order to provide the residents in such Ambulance District 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 Ambulance District; and

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) Ambulance will provide the Town's Sayville Community Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Sayville Community Ambulance District (or as otherwise known), 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 of the Ambulance District. Services to be provided include Basic Life Support transport and treatment and arranging for or providing Advanced Life Support Treatment.
- (b) Coverage shall be provided on a seven day per week, twenty-four hour basis. The provision of equipment, services and transportation are limited to the extent reasonable and possible based upon Ambulance's available resources and personnel.

2. TERM

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

3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of \$5,074,884.00 for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise \$2,074,884.00 from taxes, payable in four equal payments to be made quarterly beginning on January 15th of the contract calendar year and continuing on April 15th, July 15th, and October 15th (or within ten days of the execution of this Agreement if later). The sum of \$3,000,000.00 shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$3,000,000.00, the excess billing revenue shall be remitted to the Town and shall be held for the benefit of the persons situated in the Ambulance District. The Town is hereby relieved from the obligation to pay more than the amount of \$2,074,884.00, raised from the tax roll and is relieved from any shortfall from billing revenue.
- 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 an accounting of the funds received from persons served in the boundaries of the contracted area approximately each month.
- 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 generated by Ambulance in the period preceding termination shall be paid to the Ambulance.
- D. [] If initialed by the Town signatory, and at its option, the Town hereby assumes the obligation of Ambulance's patients who are residents of the town to pay a co-payment (but not the deductible). All other patients shall pay the copayment. The copayment amount is deemed to be five (5%) percent of the amount of the tax payments raised above. The Town hereby assumes the copayment obligations of the residents up to this amount. The Town and Ambulance have made reasonable attempts to calculate the potential copayments and have arrived at this figure as reasonable.
- E. Ambulance shall contract with a billing service on a flat fee, per PCR charge, and not on a percentage basis. Ambulance may choose its own billing service. Ambulance shall arrange for the Town to receive monthly reports of the billing income received, including but not limited to: amount billed, amount received, amount outstanding, and the town in which the patient was received.

- F. Ambulance shall ensure that a separate bank account is maintained for the sole purpose of receiving billing funds. All billing funds shall be deposited into such account, including insurance payments, copayments and deductible amounts. No other funds shall be deposited into such account. Ambulance may transfer such funds, unless the Town provides written notice that Ambulance is in breach of a material and substantial provision of this Agreement. In such case, Town may temporarily prohibit the transfer of up to fifty percent (50%) of that month's billing revenue to Ambulance. The only valid reasons for holding up the transfer shall be that Ambulance has failed to comply with a material and substantial provision of this agreement. Such written notice must provide a detailed description of such breach, identify the contract provision in question, and the conditions upon which such release will be authorized. No later than forty-eight (48) hours after Ambulance has cured the breach of such material and substantial provision of the Agreement, Town shall authorize the transfer of such remaining funds to Ambulance and Ambulance may then transfer such funds. Town shall be liable to Ambulance for any unreasonable delay in authorizing such transfer of funds in the amount of interest charged on such amount to be transferred at the rate of 4.5% per annum.
- G. Ambulance shall not pay expenses directly from this account, in order to make the accounting of funds easier. Ambulance shall withdraw only those funds from the account for which it is entitled. Any amounts over the contract billing funds amount stated above shall be distributed to the Town by year-end. Ambulance agrees that any amounts above the FDIC limit will be secured with third-party collateral in accordance with New York State General Municipal Law §10.
- H. Ambulance shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- I. Ambulance shall maintain separate accounts of town monies and the Town may audit such accounts annually. Upon request, Ambulance will provide the Comptroller of the Town with a summary of receipts and disbursements. Ambulance also agrees to provide Town with audited or reviewed financial statements upon reasonable request. Financial statements and budget backup will be provided to the Town no later than August 1st of the preceding renewal date.

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) with Three Million (\$3,000,000.00) dollars in the aggregate, and property damage of no less than One Million (\$1,000,000) Dollars. 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, with no less than thirty days' notice.

Ambulance shall defend, indemnify and hold Town harmless, as well as their elected officials and employees, from any claims, costs, losses, damages or injuries to persons or property of whatsoever kind or nature arising out of the performance or failure of performance by the Corps, its agents, employees, or contractors of any of its duties, obligations, or operations arising under this Agreement.

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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

Ambulance represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the Town or of any political party, with the purpose or intent of securing an agreement or security favorable treatment with respect to the awarding or amending of an agreement or the making of any determination with respect to the performance of an agreement.

Ambulance agrees to comply with Title VII of the Civil Rights Act of 1964 (as amended), and to the extent that disabilities and age are not a bar to serving in the emergency medical services industry and with Ambulance, then to the American with Disabilities Act and the Age Discrimination Employment Act, all amendments thereto and all requirements imposed by or pursuant to those laws to the end that no person shall be, on the grounds of sex, race, religion, color, marital status or national origin, excluded from participation in or be denied the benefits of, or otherwise subjected to discrimination either in seeking service by or employment with Ambulance. Ambulance is non-sectarian and all personnel will be hired on the basis of their skills, abilities and qualifications for the various positions. No person will be discriminated against because of their sex, race, religion, color, marital status or national origin.

Ambulance agrees to comply with the provisions of Sections 290-299 of the NYS Executive Law and Civil Rights Law, except as permissible for requiring individuals to comply with physical and mental ability requirements for the positions which they may seek.

In the event of legal action or a claim brought by the Town to enforce this Agreement, or to collect any amount due under this Agreement, or because of a breach in the performance of any term, condition, covenant and/or obligation of this Agreement on the part of Ambulance to be kept or performed, and such breach/default is established, Ambulance shall pay the Town all expenses it has incurred, including but not limited to attorney fees, costs and disbursements. Conversely, the same provision shall apply from the Town to the Ambulance, should Town be in breach.

Notwithstanding any provision to the contrary, prior to initiating any claim for damages, the non-breaching party shall be required to provide the breaching party with thirty days' notice of such alleged breach, and such party upon receiving notice shall have thirty days to cure such breach prior to the town being able to take any action.

15. 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.

16. COUNTERPARTS

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

17. GOVERNING LAW

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

18. NO ASSIGNMENT

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

19. 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.

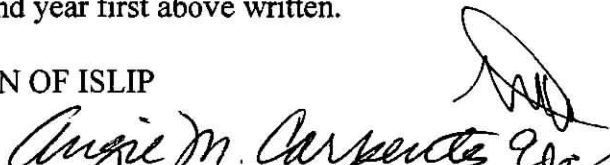
20. ENTIRE AGREEMENT

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.

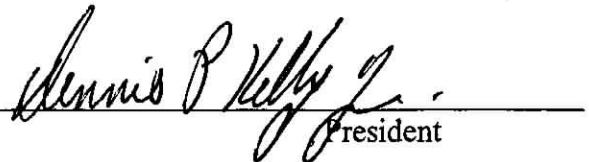
TOWN OF ISLIP

BY:


ANGIE M. CARPENTER, Supervisor

COMMUNITY AMBULANCE COMPANY, INC.

BY:


President

CORPORATE ACKNOWLEDGMENT

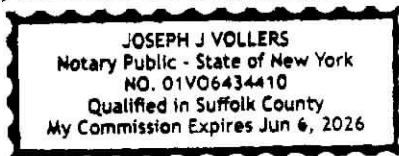
STATE OF NEW YORK)

: ss.

COUNTY OF SUFFOLK)

On the 2nd day of November, 2022, before me personally came and appeared
DENNES Kelly

having offices at 420 Lakeland Avenue, Sayville, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Joseph J. Vollers
NOTARY PUBLIC

STATE OF NEW YORK)

: ss.

COUNTY OF SUFFOLK)

On the 6th day of January, 2023, before me personally came and appeared
ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that he/she has offices at Islip, New York; personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Maria Sioutopoulos
NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 20 24

SCHEDULE A

SCHEDULE OF FEES

ALS 2	\$1400.00
ALS 1	\$1200.00
BLS	\$900.00
T/R	\$400.00
MILEAGE	\$30.00

Included in such approved fees are the amounts established by government programs including but not limited to Medicare and Medicaid.

THIS AGREEMENT, made on the 1st day of April 2022, by and between the SAYVILLE COMMUNITY AMBULANCE DISTRICT (hereinafter referred to as the "District") and the COMMUNITY AMBULANCE COMPANY, INC. (hereinafter referred to as the "Ambulance Company").

WHEREAS, the District is a Special Improvement District organized under the Town Law of the State of New York to provide emergency and related ambulance services to the residents residing within its borders; and

WHEREAS, the Town Board of the Town of Islip, pursuant to the New York State Town Law, is the governing body for the District; and

WHEREAS, the Ambulance Company is a domestic Not-For-Profit Corporation providing volunteer staffed emergency and related ambulance services within the Town of Islip;

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. EMERGENCY AND RELATED AMBULANCE SERVICES

The Ambulance Company will provide emergency medical and related ambulance services to all residents located within the boundaries of the District. Said services shall be provided in a good, sound and professional manner.

2. TERM OF THE AGREEMENT

This agreement shall become effective retroactive to *January 1, 2022*, and shall terminate on *December 31, 2022* unless otherwise terminated as provided herein.

3. COMPENSATION

The District shall pay to the Ambulance Company an annual figure of **\$2,074,884.00**, payable quarterly on January 15th, April 15th, July 15th and October 15th. In the event that this agreement is

terminated as provided herein, then payment shall be computed on a pro rata daily basis up to and including the date of termination. No payment shall occur after termination.

The Town reserves the right to withhold any funds for budgetary items that have not been substantiated to the Town's satisfaction.

4. OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January, 1987 are hereby made part of this Agreement and binding upon the parties as if set forth herein at length for the term of this Agreement.

6. The ambulance company will comply with all contractual reporting requirements as mandated by the Town of Islip Uniform Accounting and Reporting System for Ambulance Taxing Districts. The ambulance company will submit all required information to the Town Comptroller's Office on or before September 15 for the next budgetary year.

7. The Town reserves the right to retain a certified public accounting firm to conduct an audit on the books and records or elements of the financial statements, internal control policies, procedures and business operations of the ambulance company.

8. Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by **August 1, 2022**, will constitute a violation of the contract.

9. The Town reserves the right to reduce the contract of the company by any unfavorable variances between the corps' fund raising revenues and respective expenditures. Any favorable variance between fund raising revenue and respective expenditure will remain with the corps and have no effect on future contract value.

10. The Ambulance Company shall provide the Town with proof of all required insurances naming the Town of Islip as an additional insured, including, but not limited to, commercial general liability, automobile, umbrella liability, professional health care liability for all members and workers compensation, subject to the approval of the Town of Islip's Insurance Risk Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COMMUNITY AMBULANCE COMPANY, INC.

**SAYVILLE COMMUNITY AMBULANCE
DISTRICT**

BY: _____

President

TOWN OF ISLIP

BY: _____

Supervisor

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
: ss:
COUNTY OF SUFFOLK)

On the 6th day of Feb. 2022, before me personally came and appeared
residing at 420 Lakeland Ave Sayville, NY 11788
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s),
or the person upon behalf of which the individuals, acted, executed the instrument.

TERI L. GEORGE
Notary Public, State of New York
No. 52-4319110, Suffolk County
Commission Expires July 31, 2022

NOTARY PUBLIC

STATE OF NEW YORK)
: ss:
COUNTY OF SUFFOLK)

On the 1st day of April 2022, before me personally came and appeared

ANGIE M. CARPENTER

to me known, who being by me duly sworn, did depose and say that she resides at Islip, New York;
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose
name is subscribed to the within instrument and acknowledged to me that she executed the same in her
capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the
individual acted, executed the instrument.

NOTARY PUBLIC

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 01SI6182185
Qualified in Suffolk County
Commission Expires February 19, 2024