

# EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS

# **BOARD OF DIRECTORS**

VOLUNTEERS SINCE 1951
PO BOX 1, EAST ISLIP, NEW YORK 11730
www.exchangeambulance.com

То:	
Re:	
Date	

In response to your FOIL Request dated 6/17/2021, please see below:

# Meeting Held With Supervisor Carpenter:

A meeting was held with Town of Islip Supervisor Carpenter and Comptroller Ludwig in approximately February of 2019. The meeting indicated that the increase in costs of providing Emergency Medical Service (EMS) by the five EMS agencies in the town of Islip was exceeding the rate that the town could continue to increase funding. The five EMS agencies were directed to investigate billing insurance to cover some of these costs.

## Start of Billing:

Exchange Ambulance Corp. of the Islips commenced insurance billing in April 2020.

## Use of Funds:

The funds that Exchange Ambulance Corp. of the Islips collects from insurance billing are used exclusively to improve the operations and level of care provided by Exchange Ambulance to the community. Costs such as medical supplies, medical equipment, vehicles, and payroll of the paid staff that supplements our volunteers are partially funded through the funds received from billing.

## Collections:

It should be noted that while Exchange Ambulance Corp. of the Islips is billing health insurance providers for the treatment and transportation provided, we will **NEVER** send anyone to collections for inability to pay. The same level of care and transportation is provided to EVERY patient regardless of their ability to pay.

sent by, Robert Stadleman

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 volunteer organization providing 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, 2019, and shall terminate on December 31, 2019 unless otherwise terminated as provided herein.

# & 3. <u>COMPENSATION</u>

The District shall pay to the Ambulance Company an annual figure of \$1,100,903.00, 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.

# . OTHER PROVISIONS

The terms and provisions of the contract between these parties dated January 9, 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.

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.

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.

Noncompliance in completing records in accordance with the Uniform Charter of Accounts, as well as submitting this information by September 15, 2019, will constitute a violation of the contract.

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.

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.

EXCHANGE AMBULANCE CORPORATION OF THE ISLIPS

EXCHANGE AMBULANCE OF THE ISLIPS AMBULANCE DISTRICT

Qu n

TOWN OF ISLIP

**NO NOTARY** 

### CORPORATE ACKNOWLEDGMENT

Frand

•	STATE OF NEW YORK )
	: SS:
	COUNTY OF SUFFOLK )
*	On the 7th day of January 2019, before me personally came and appeared
	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.
	Notary Public, State of New York No. 018062238864 Qualified in Sufficit County Tenne Expires February 14, 2019 NOTARY PUBLIC
	STATE OF NEW YORK  COUNTY OF SUFFOLK  COUNTY OF SUFFOLK
	On the \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	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.

so, the notary or Carpenter saw there was no name

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

of who appeared?

# OPTION AVAILABLE

# different contract

AGREEMENT

THIS AGREEMENT, made the day of representation of Islip, a municipal corporation with its principal place of Jusiness at 655 Main Street, New York, and the Exchange Ambulance Corporation of the Islips, a not for profit corporation with its principal place of business at 190 Carleton Avenue, East Islip, New York 11730 in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

# WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the "Exchange of Islip" 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

WHEREAS, this Agreement is intended to modify and supersede the such previously executed Agreement;

WHEREAS, the parties agree that the prior 2019 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

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 with basic and advanced life support emergency medical ambulance services for those persons in the Exchange of Islip 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 commence retroactively upon January 1, 2021 and shall continue through the 31st day of December, 2021, unless sooner terminated as herein provided.

# 3. COMPENSATION AND REPORTING

1,019,918 . income from amb 2021

- A. Town agrees to pay Ambulance the amount of three million, one hundred sixty eight thousand dollars (\$3,168,000.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The Town shall raise one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00) from taxes, payable no later than March 1 of the contract calendar year. The sum of one million, nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed one million nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00), the excess billing revenue shall be remitted to the Town and held for the benefit of the persons situated in the Ambulance District. The Town is hereby relieved from and held harmless from the obligation to pay more than the amount of one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00), 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; however, the Town's obligation shall not exceed the contract amounts stated in paragraph 3A. 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. With prior approval of the Town or the Town's Comptroller, Ambulance may make transfers to its other accounts, but 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 on a monthly basis to the Town. 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.
- G. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.



Ambulance shall maintain separate accounts of town monies and 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 financial statements upon reasonable request, as well as a list of all equipment owned by Ambulance with a value of \$1,000.00 or more. Financial statements and budget backup will be provided to the Town no later than September 1st of the preceding renewal date.

# 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 Ambulance'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 Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

# 5. 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.

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

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.

# 6. 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.

# 7. 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.

### 8. 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.

# 9. 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.

### 10. 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 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.

# 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.

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.

# 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 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.

# 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 JELIP

RV.

**EXCHANGE AMBULANCE OF THE ISLIPS** 

BY:

Ro bot Structure President

## CORPORATE ACKNOWLEDGMENT

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STATE OF NEW YOR  COUNTY OF SUFFOR  On the came and appeared	: 85:		pefore me personally

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.

MARIA SIOUTOPOULOS
NOTARY PUBLIC, State of New York
No. 013/0162185
Qualified in Sulfolk County
Commission Expires February 19, 20 24

# Initial option availableleft blank

**OPTION AVAILABLE** 

AGREEMENT

THIS AGREEMENT, made the laws of lay of March, 2021, by and between the Town of Islip, a municipal corporation with its principal place of business at 655 Main Street, New York, and the Exchange Ambulance Corporation of the Islips, a not for profit corporation with its principal place of business at 190 Carleton Avenue, East Islip, New York 11730 in the County of Suffolk, existing under the laws of the State of New York, New York (hereinafter "Ambulance").

# WITNESSETH

WHEREAS, Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the "Exchange of Islip" 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

WHEREAS, this Agreement is intended to modify and supersede the previously executed Agreement;

WHEREAS, the parties agree that the prior 2020 Agreement did not provide funding sufficient for all of the reasonable costs of the Ambulance and that additional funds are reasonable and necessary.

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

# PROVISION OF EMERGENCY MEDICAL SERVICES

A. Ambulance will provide the Town with basic and advanced life support emergency medical ambulance services for those persons in the Exchange of Islip 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

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# 3. COMPENSATION AND REPORTING

- A. Town agrees to pay Ambulance the amount of three million, one hundred sixty eight thousand dollars (\$3,168,000.00) for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The Town shall raise one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00) from taxes, payable no later than March 1 of the contract calendar year. The sum of one million, nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00) shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed one million nine hundred ninety seven thousand five hundred dollars (\$1,997,500.00), the excess billing revenue shall be remitted to the Town and held for the benefit of the persons situated in the Ambulance District. The Town is hereby relieved from and held harmless from the obligation to pay more than the amount of one million, one hundred seventy thousand, five hundred dollars (\$1,170,500.00), 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.
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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.

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- G. Ambulance and the Town each shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- H. Ambulance shall maintain separate accounts of town monies and 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 financial statements upon reasonable request, as well as a list of all equipment owned by Ambulance with a value of \$1,000.00 or more. Financial statements and budget backup will be provided to the Town no later than September 1st of the preceding renewal date.

# 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 Ambulance'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 Ambulance harmless for Ambulance's failure to provide services on occasions when such resources are temporarily unavailable.

# 5. 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.

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

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.

# 6. 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.

# 7. 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.

# 8. 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.

# 9. 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.

# 10. 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 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.

# 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.

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.

## 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 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.

# 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.

**EXCHANGE AMBULANCE OF THE ISLIPS** 

BY: <u>Ausarf Bouse</u>, President

Initial option available- left blank

no notary

# SCHEDULE A SCHEDULE OF FEES

ALS 2 \$1,400.00 ALS 1 \$1,200.00 BLS \$ 900.00 MILEAGE \$ 30.00 per mile

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

# <u> ION AVAILABLE</u>

AGREEMENT THIS AGREEMENT, made the 3st day of January 2022 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 Exchange Ambulance Corporation of the Islips, a not for profit corporation with its principal place of business att, in the County of Suffolk existing under the laws of the State of New York (hereinafter "Ambulance"). 190 Carleton Avenue,

# WITNESSETH

WHEREAS, the Town desires to arrange for ambulance services for persons situated within a portion of the Town of Islip, being the Exchange Ambulance of the Islips 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 Exchange Ambulance of the Islips Ambulance District with basic and advanced life support emergency medical ambulance services for those persons in the Exchange Ambulance of the Islips 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. <u>TERM</u>

The term of this Agreement shall be for a period of one year, commencing retroactively on the 1<sup>st</sup> day of January 2022 and shall continue through the 31<sup>st</sup> 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 \$2,985,500.00 for the provision of ambulance services (hereinafter "Contract Fee"). However, the total fee need not be collected from taxes. The town shall raise \$1,170,500.00 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 \$1,815,000.00 shall be paid from billing revenue only. Should the amount of billing revenue collected during the contract year exceed \$1,815,000.00, 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 \$1,170,500.00, raised from the tax role 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.

# 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.

- 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 1<sup>st</sup> of the preceding renewal date.

# 9: 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 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.

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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 OEJSLIP

BY: Curpenter, Supervisor

Angie M. Carpenter, Supervisor

EXCHANGE AMBULANCE CORPORATION OF

THE ISLIPS, INC.

homes & Baic . President

# Stadleman no longer president

# CORPORATE ACKNOWLEDGMENT

	STATE OF NEW YORK )
	COUNTY OF SUFFOLK ) **
*	On the W day of January, 2022, before me personally came and appeared Thomas S. Bair residing at 5 V; lage Plaza Dr. Ronkonkona NY 1/779, 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.
	SUSAN J. BOUSE  NOTARY PUBLIC-STATE OF NEW YORK  No. 01B06235864  Qualified in Suffolk County  My Commission Expires 02-14-2023
	STATE OF NEW YORK )
	COUNTY OF SUFFOLK ; ss.
	on the 31 day of annaly, 20_22, before me personally came and appeared  has an office to me known, who being by me duly sworn, did depose and say that he/she resides 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.
	NOTARY PUBLIC
	MARIA SICUTOPOULOS  NOTARO PERUP. State of New York  No. 618:6182-65  Qualified in Sulfack County  Commission Expires February 19, 20

# Initial option available- checked

### 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.