

CONTRACT FOR AMBULANCE SERVICES

THIS AGREEMENT is made the 26nd day of February, 2015 by and among **THE TOWN OF NEW PALTZ**, a political subdivision of the State of New York, maintaining its offices at 1 Clearwater Rd, PO Box 550, New Paltz, New York 12561, hereinafter referred to as the Town;

THE VILLAGE OF NEW PALTZ, a municipal corporation of the State of New York, maintaining its offices at 25 Plattekill Avenue, PO Box 877, New Paltz, New York 12561, hereinafter referred to as the Village; and

NEW PALTZ RESCUE SQUAD, INC., a not-for-profit corporation, maintaining its office at 74-78 North Putt Corners Rd., PO Box 594, New Paltz, New York 12561, hereinafter referred to as the Rescue Squad.

WHEREAS, the Rescue Squad is a not-for-profit corporation organized on a volunteer basis to provide rescue, first aid and ambulance services to sick or injured people in the Town and Village of New Paltz, and

WHEREAS, the Town and Village of New Paltz do not provide rescue, first aid or ambulance service for the sick or injured persons found within the bounds of the municipalities; and

WHEREAS, the Rescue Squad is available to provide proper service to the residents of the New Paltz community; and

WHEREAS, the Town is desirous of contracting for such ambulance service; and

WHEREAS, General Municipal Law § 122-b authorizes municipalities to contract for general ambulance service;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES TO BE PROVIDED BY THE TOWN AND VILLAGE JOINTLY.

The Town will contribute the sum of \$145,957.00 to the Rescue Squad for the services provided during the term of this Agreement, to be paid in the following manner:

by the Town	On March 1, 2015	72,978.50
by the Town	On July 1, 2015	77,021.50
		\$150,000.00

2. SERVICES PROVIDED BY THE RESCUE SQUAD.

The Rescue Squad shall provide pre-hospital care and transportation service to a hospital or place of treatment to sick or injured persons found within the Town or Village.

3. PERSONNEL, TRAINING AND EXPERIENCE.

The Rescue Squad shall provide the necessary personnel, vehicles and equipment and shall be entitled to enter into "Mutual Aid" agreements with other emergency services as deemed necessary by the Rescue Squad.

4. MAINTENANCE OF EQUIPMENT.

Except for “Mutual Aid” calls, the Rescue Squad shall maintain such rescue equipment and ambulance within the Town and maintain 24-hour telephone and alarm service to answer emergency calls.

5. ATTIRE.

The Rescue Squad agrees that all services shall be performed in a courteous and prompt manner and all on duty personnel shall be attired in clean and orderly uniforms.

6. INSURANCE AND INDEMNIFICATION.

The Rescue Squad shall carry general public liability insurance coverage on the motor vehicles owned or operated by the Rescue Squad insuring the Rescue Squad and the Town shall be named insureds with coverage of Five Hundred Thousand (\$500,000) Dollars per person and One Million (\$1,000,000) Dollars per accident; the malpractice policy shall be in limits of One Hundred Thousand (\$100,000) Dollars per person and Three Hundred Thousand (\$300,000) Dollars per accident and shall further hold the Town and Village harmless from and indemnified against any and all liabilities, injuries and/or damages sustained as the result of the acts or omissions of the Rescue Squad, its agents, servants and/or employees in the performance of this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS.

The Rescue Squad shall maintain complete and accurate records of all calls and services rendered and a copy of such records, with the exception of Confidential Patient Care Reports and other documents which are required to remain confidential by law, shall be provided to the Town on a quarter-annual basis together with quarter-annual statements of income and expenses, assets and liabilities for the previous calendar quarter. A copy of all statements and reports shall be furnished to the Supervisor of the Town no later than 30 days after the close of a calendar quarter.

A year- end financial audit shall be provided upon completion of an independent auditor prepared at the sole cost and expense of the Rescue Squad. Said audit shall include an itemized statement of assets and liabilities.

8. BILLING SERVICES.

The Town authorizes the Rescue Squad to engage a responsible person or service to provide billing services and enable the Rescue Squad to maintain an efficient process for statements rendered.

9. CHARGES FOR SERVICES.

The Rescue Squad may charge the following fees to persons requesting the use of its services pursuant to this Agreement:

Basic Life Support base rate	\$500.00
Advanced Life Support base rate	\$860.00
Mileage, per loaded mile	\$13.00
Oxygen Support	\$50.00

The Rescue Squad may amend the schedule of fees in the event of changes to the Medicare fee schedule applicable in the community, provided by the Town Board is given 30 days' advance prior notice of such changes and do not object thereto.

10. TERM.

The Agreement shall cover a period of one year, to commence as of January 1, 2015 and to conclude on December 31, 2015. At the conclusion of the term, unless this Agreement is renewed, neither party shall have any further obligation to the other, but this shall not relieve a party from concluding obligations which were incurred or accrued prior to the end of the term.

11. NO ASSIGNMENT.

Neither party may assign this Agreement nor shall either party assign any of its obligation, unless already covered in this Agreement, to perform hereunder, it being the understanding and agreement between parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

12. NOTICES.

Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the Supervisor of the Town of New Paltz and the President of the Rescue Squad, respectively, at the mailing addresses set forth at the beginning of this Agreement.

13. COMPLIANCE WITH LAWS.

This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of ambulance services in the State of New York and shall be governed by the laws of the State of New York.

14. INVALIDITY OF PROVISION.

If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

15. MODIFICATION OF AGREEMENT.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

16. HEADINGS.

The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEW PALTZ

By: Susan Zimet, Supervisor

NEW PALTZ RESCUE SQUAD, INC.

By: James Bell, President

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on and by the Board of Directors of the New Paltz Rescue Squad, Inc. on _____