

**AGREEMENT BETWEEN TOWN OF MARBLETOWN AND
MARBLETOWN FIRST AID UNIT, INC.
FOR EMERGENCY AND GENERAL AMBULANCE SERVICE IN THE
TOWN OF MARBLETOWN**

THIS AGREEMENT, made as of the 1st day of January 2023, between the **TOWN OF MARBLETOWN**, 1925 Lucas Ave, Cottekill, New York 12419 (hereinafter “TOWN”) and **MARBLETOWN FIRST AID UNIT, INC.** (hereinafter “MFAU”), a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business at 30 School Hill Rd, High Falls, New York 12440;

WITNESSETH:

WHEREAS, the TOWN desires to contract with MFAU for the provision of emergency and general ambulance services, Basic Life Support (“BLS”), and Advanced Life Support (“ALS”) (hereinafter collectively “ambulance service(s)” or “EMS”) for TOWN upon the terms and provisions set forth in this AGREEMENT and in various related written agreements and amendments that may follow; and

WHEREAS, MFAU has represented to the TOWN that it cannot provide the manner and level of ambulance service availability desired by the Town in the absence of financial support in the form of a subsidy provided by the TOWN and revenue recovery by MFAU; and

WHEREAS, the TOWN intends to levy an ad-valorem-based tax upon the taxable properties located within the TOWN and/or draw from existing revenues or reserves to provide such subsidy for ambulance services; and

WHEREAS, the TOWN desires to establish a uniform contractual arrangement for the provision of ambulance services with MFAU dependent upon MFAU complying with the terms of the AGREEMENT and pursuing revenue recovery for ambulance services

provided within the TOWN from users of the ambulance service with the expectation that revenue gained through revenue recovery is be used to lessen the tax burden for TOWN residents and further, to provide for the continuation and improvement of the provision of ambulance service within the TOWN by MFAU.

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration, the receipt of which is hereby acknowledged, theTOWN does contract with MFAU to furnish ambulance services to said TOWN, and MFAU agrees to furnish such ambulance services, subject to the following provisions:

1. TERM

This AGREEMENT shall be effective January 1, 2023, until December 31, 2023, unless otherwise extended by written agreement of the parties.

2. RENEWAL AND MODIFICATION

This AGREEMENT may be renewed annually in its current form for a fullcalendar year, or as modified in writing upon the consent of both parties.

3. OBLIGATIONS OF MFAU

MFAU will:

- 3.1 Provide BLS ambulance service to residents of the TOWN and to non-residents for medical emergencies occurring in the TOWN. MFAU will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS ambulance services and shall comply with the lawful mandates of the State of New York Department of Health Bureau of Emergency Medical Services and State Emergency Medical Advisory Committee (collectively "DOH"), the Hudson Valley Regional Emergency Medical

Services Council and Regional Emergency Medical Advisory Committee (collectively “HVREMSCO”) for the operation of such ambulance service. MFAU will arrange for ALS intercept or ride-along services on as-needed basis for the TOWN.

- 3.2 Provide trained and qualified persons to provide BLS EMS in accordance with the laws of New York State, Department of Health Regulations, Protocols and Policy Statements, and Regional and MFAU protocols and procedures.
- 3.3 Provide or arrange for the provision of EMS twenty-four (24) hours a day, seven (7) days per week for all persons requiring such services within the Town.
- 3.4 Coordinate the provision of EMS provided in the TOWN by other ambulance service companies and providers of EMS as mutual aid on an as-needed basis in accordance with federal, State, Regional, and MFAU protocols and policies.
- 3.5 Provide appropriate quarters to station personnel and to store the EMS vehicles and other EMS equipment for use in the TOWN.
- 3.6 Seek revenue recovery from persons utilizing the ambulance service and account for same as more fully set forth in this AGREEMENT. MFAU will seek to collect co-pays or deductibles from users of the ambulance service as part of revenue recovery.

- 3.7 MFAU shall provide the TOWN with an accounting and reporting of calls, revenues, and other matters as required in other portions of this AGREEMENT.
- 3.8 On an annual basis no later than September 15 of each year of the TERM, MFAU will make a recommendation to the TOWN as to the appropriate amount of fees or charges for ambulance services to be considered for approval by the TOWN for the forthcoming year. Such recommendation shall be reasonably founded on empirical data and shall provide the anticipated usual and customary rate(s) for said ambulance services in the forthcoming year. The Schedule of Fees for the initial term is appended hereto as Addendum A.
- 3.9 Warrants that any and all of MFAU corporate or internal conditions precedent to the execution of this AGREEMENT have been satisfied or ratified by MFAU and that the signatory of this AGREEMENT on behalf of MFAU has the authority to execute this AGREEMENT and to bind the corporation.

4. OBLIGATIONS OF TOWN

TOWN will:

- 4.1 Provide MFAU with a payment of \$325,000.00 plus revenue recovery as set forth below. Said payment covers the period from January 1, 2023, to December 31, 2023, and is payable in four installments of \$81,250 by January 10, 2023, April 10, 2023, July 10, 2023 and October 10, 2023. Said payment is made in consideration of MFAU successfully and fully providing the contracted

ambulance services for the stated TERM. Said number and any revenue recovery as set forth herein reflect the present financial commitment made by TOWN to MFAU required to ensure ambulance service coverage of the TOWN as set forth herein through contracting for additional paid staffing.

4.2 TOWN shall only be responsible to MFAU for the amounts set forth in Paragraph 4.1 and for such future amounts as determined by both parties in writing.

4.3 Pursuant to General Municipal Law Section 122-b (2), formulate such rules as it deems necessary for the provision of ambulance services and establish a schedule of fees or charges to be paid by such persons using the services upon recommendation of MFAU. Such fees and charges shall conform with federal and State mandates and shall be within the range of usual and customary rates for ambulance services in the region.

4.4 Enact such lawful resolutions as necessary to affect the intended purposes of this AGREEMENT.

4.5 Authorize emergency call answering and ambulance dispatching of calls originating in the TOWN through the appropriate dispatch center.

5. REVENUE RECOVERY

5.1 MFAU will seek revenue recovery from all persons utilizing the ambulance service.

5.2 MFAU, as the transporting agency, will bill patients, their insurers

(Including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates for the locale and as approved by the TOWN for the provision of ambulance services and where applicable and authorized, for ALS services. Bills for services will be submitted to patients transported to or from a health care or health related facility, for properly chargeable ALS and BLS treatment, and for evaluations, assessments, and assistance that are deemed properly chargeable ambulance services as permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by MFAU and subtracted from those sums received from third parties for service, including any additional costs to MFAU for providing billing services attributable to ALS billing. MFAU may contract with a vendor(s) to supply revenue recovery billing services and the use of such vendor shall be subject to approval by the TOWN. Any proposed contracts for billing services or for contractors to be retained by MFAU in order to pursue revenue recovery shall be subject to the approval of the TOWN, and TOWN'S approval of such contracts shall not be unreasonably withheld.

- 5.3 All revenue collected by MFAU for the provision of ambulance service generated by service calls inside of the TOWN shall be considered as a part of the TOWN'S subsidy to MFAU for performance of MFAU's obligations as set forth herein.

6. BUDGETING

- 6.1 Prior to the fifteenth day of September of each year of the TERM,

MFAU will submit to the Town Supervisor for consideration by the Town Board of the TOWN a proposed budget for the forthcoming calendar year. The budget shall contain sufficient details of the projected expenses, revenues and fund balances for the forthcoming year. In addition, the proposed budget will contain a listing of the amount of revenues collected by revenue recovery through July 30 of the present calendar year and a forecast of projected revenues through the balance of the present calendaryear.

- 6.2 TOWN shall utilize the amount of revenue collected through revenue recovery in the current year to determine the amount of TOWN'S subsidy in the following year. Proposed budgets, together with reports and bank or third-party statements showing amounts of current revenue collected shall be reviewed by TOWN and considered in the calculation of the amount of TOWN'S subsidy for the following year. For example, if current actual and projected end of current year revenue amounted to 80% of the projected expenses (expenses) for the forthcoming year, the TOWN'S subsidy would be 20% of the budgeted amount sought by MFAU for the following year.

7. AUDIT AND FINANCIAL CONTROL

- 7.1 Revenue collected by MFAU will be deposited in a federally insured bank account.

7.2 On A Quarterly Basis

No later than the 15th day after the end of March, June, September, and December:

7.2.1 MFAU will provide the TOWN with reports prepared by MFAU or its billing vendor demonstrating the number of calls generating bills, amounts billed, revenue received, accounts deemed uncollectible, and such other non-privileged financial information as the TOWN may require.

7.2.2 MFAU will provide the TOWN with copies of bank statements (with balances) and account reconciliations for the revenue funds designated in Section 7.1 of this AGREEMENT.

7.2.3 MFAU will provide the TOWN with copies of ambulance billing reports that include amounts billed during and the amount of revenue received during the preceding month, the amount of write-offs of uncollectable bills, if any, the percentage rate of recovery in amount collected versus amount billed, and the billable call volume as a percentage of total call volume.

7.3 On An Annual Basis

No later than May 1:

7.3.1 MFAU will provide the TOWN with an annual summary of the number of calls and call type, revenues, expenses, and other measurable deliverables as the TOWN may request in a format acceptable to the TOWN.

7.3.2 MFAU will provide the TOWN a copy of MFAU's (current) filed IRS FORM 990 each year during the term of this AGREEMENT.

In the event that MFAU obtains an extension from the IRS to file its Form 990 beyond May 1, MFAU will provide a copy of said Form 990 to TOWN as soon as possible after filing.

7.3.3 With the exception of the annual audit prepared by the certified public accountant, any reports and documentation required herein will be provided to the TOWN in a format either approved by or acceptable to the Town Supervisor. Nothing herein shall require or imply that MFAU is obligated to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

7.3.4 Donations made to MFAU and other sources of revenue not arising from revenue recovery (e.g., grants, fundraisers, memorials, monetary gifts) shall be disclosed but shall not be considered revenue for purposes of this Agreement.

8. INDEMNITY

To the fullest extent permitted by law, MFAU will defend, indemnify, and hold harmless the TOWN in any claim for personal injuries including death, damage to persons or property, misappropriation of funds, injunctive relief or administrative enforcement arising out of MFAU's operations, actions, or obligations under the AGREEMENT. To the fullest extent permitted by law, the TOWN will indemnify and hold harmless MFAU in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the TOWN'S operations, actions, or obligations under this AGREEMENT.

9. INSURANCE

- 9.1 MFAU shall procure and maintain general liability insurance including EMS provider's (professional health care services) liability coverage with limits of liability of no less than \$1 million dollars primary coverage per occurrence. MFAU will provide commercial or business vehicle coverage on all vehicles with minimum limits of \$1 million dollars primary coverage. MFAU will provide a certificate(s) of insurance to the TOWN evidencing the existence of the procured coverages and the additional insurance endorsements required herein.
- 9.2 All liability insurance policies procured and maintained by MFAU protecting against claims arising out of the operations, actions, or obligations of MFAU in providing ambulance services or related services arising directly or indirectly therefrom shall name the TOWN as an additional insured.
- 9.3 MFAU shall be responsible for providing workers' compensation insurance and/or Volunteer Ambulance Workers' Benefit Insurance coverage for its employees. TOWN is not responsible for paying for and/or providing Volunteer Ambulance Workers' Benefit Insurance to any MFAU personnel above any amounts paid to MFAU by TOWN as set forth above.
- 9.4 MFAU shall be responsible for providing fiduciary, faithful service, and employee crime insurance coverage acceptable to the TOWN for all of MFAU' officers including treasurers, managers, volunteers, employees,

servants, and agents, as applicable.

9.5 MFAU shall furnish to the TOWN certificates of insurance for each type of insurance enumerated in this Section and to provide current certificates upon each renewal or change of coverage. Neither the failure to provide such certificate nor the failure of the TOWN to request such certificate shall be deemed to be a waiver of MFAU's obligation to provide evidence of such insurance coverages.

10. TERMINATION

TOWN may terminate this AGREEMENT upon sixty (60) days written notice to MFAU. MFAU may terminate this AGREEMENT upon sixty (60) days written notice to TOWN. Upon termination, the pro-rated amount of the annual subsidy previously paid by TOWN for the balance of the TERM after the effective date of the termination will be reimbursed to TOWN by MFAU. If, upon the effective date of termination, TOWN owes MFAU payment for ambulance services rendered through date of termination, such payment will be made by TOWN to MFAU within 10 days of the effective date of termination.

11. SEVERABILITY

To the extent permitted by law, if any provision of this AGREEMENT is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

12. VENDOR STATUS

MFAU is a vendor to the TOWN. MFAU is neither an agent nor a department of the TOWN. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

13. MISCELLANEOUS

13.1 This AGREEMENT sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. This AGREEMENT is made in furtherance of ongoing discussions between the parties and relevant stakeholders regarding a local government efficiency study regarding emergency medical services, as well as the possibility of the formation of an Ambulance Improvement District. No party shall be bound by any condition, definition, or representation other than for which is expressly provided in this AGREEMENT.

13.2 This AGREEMENT shall be subject to the laws of the State of New York.

13.3 The captions and section heading used in this AGREEMENT are for reference-related purposes only to aid the reader and are without substantive effect to the terms that follow thereafter.

13.4 Notifications shall be provided by Registered Mail to each party at the addresses listed above.

TOWN OF MARBLETOWN

By: _____
Rich Parete, Supervisor

MARBLETOWN FIRST AID UNIT, INC.

By: _____
Joe Vitti, Chairperson

ADDENDUM A – SCHEDULE OF FEES January 1, 2023-
DECEMBER 31, 2023

ALS CHARGES

ALS TRANSPORT LEVEL 1	\$1453.00
ALS TRANSPORT LEVEL 2	\$1868.00

BLS CHARGES

BLS REFUSAL – MVA	\$112.55
BLS TRANSPORT BASE RATE	\$854.00
MILEAGE (loaded)	\$22.05