

TOWN OF WINDSOR, COUNTY OF BROOME STATE OF NEW YORK
AUTHORIZING AN AMBULANCE SERVICE AGREEMENT WITH WINDSOR
EMERGENCY SERVICES, INC. RESOLUTION #34-2023

PRESENT: Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary M. Hupman
Councilman Timothy Harting
Councilman Daniel R. Price

At a regular meeting of the Town of Windsor Town Board, held at the Town Hall on the 1st day of November, 2023, the following resolution was

Offered by:
Seconded by:

WHEREAS, the Town Board duly held a public hearing on November 1st, 2023 to consider a proposed agreement between the Town of Windsor and Windsor Emergency Services Inc. to furnish emergency medical ambulance services within the Town of Windsor, for the period beginning on January 1, 2024 and ending December 31, 2024; and

WHEREAS, the Town Board heard all persons desiring to be heard in the matter and the matter was fully discussed and considered by the Town Board.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Windsor hereby resolves as follows:

Section 1. The Supervisor of the Town of Windsor is hereby authorized to sign and deliver on behalf of the Town of Windsor the Agreement for Ambulance Service for the for the period beginning on January 1, 2024 and ending December 31, 2024 between the Town of Windsor and Windsor Emergency Services Inc.; and

Section 2. Said agreement shall be substantially in accordance with the version thereof which is now on file in the office of the Town Clerk of the Town of Windsor, and shall be subject to the approval of the attorney for the Town of Windsor.

Section 3. This resolution shall take effect immediately.

CERTIFICATION

I, Elizabeth Pfister, do hereby certify that I am the Town Clerk of the Town of Windsor and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by the Town Board of the Town of Windsor at a meeting thereof held at the Town Hall on the 1st day of November, 2023. Said resolution was adopted by the following vote:

Supervisor Mark Odell
Deputy Supervisor Daniel Colwell
Councilman Gary Hupman
Councilman Timothy Harting
Councilman Daniel R. Price

Voted -
Voted -
Voted -
Voted -
Voted -

Motion

Resolution Adopted:

[Town of Windsor Seal]

Elizabeth Pfister, Town Clerk
Town of Windsor

AGREEMENT FOR AMBULANCE SERVICES

AGREEMENT made this 1st day of November, 2023 by and between the Town of Windsor, a New York municipal corporation with offices and a principal place of business at the Town of Windsor Town Hall, 124 Main Street, Windsor, New York 13865 (hereinafter referred to as the “Town”), and the Windsor Emergency Services, Inc., a New York not-for-profit corporation, having its principal office at 4 Academy Street, Windsor, New York 13865 (hereinafter referred to as “Squad”).

WITNESSETH

WHEREAS, at a meeting of the Town Board (hereinafter “Town Board”) of the Town held in Windsor, New York at the Town of Windsor Town Hall, the Town Board (1) determined that it was in the public interest for the Town to enter into an agreement with the Squad to furnish emergency medical ambulance services for persons in the Town, and (2) authorized the Supervisor of the Town to sign this Agreement on behalf of the Town, and

WHEREAS, at a meeting of the Board of Directors of the Squad held in Windsor, New York prior hereto, Squad: (1) agreed to furnish such emergency medical ambulance services, and (2) authorized its president to sign this Agreement on behalf of Squad, and

WHEREAS, this agreement is authorized by General Municipal Law § 122-b and other applicable provisions of law.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. SERVICE TO BE PROVIDED

- (a) Squad shall provide emergency medical ambulance service, which shall include advanced life support (hereinafter “ALS”) service, in the Town 12 hours per day from 7:00 a.m. to 7:00 p.m. 7 days per week, unless the Town has been notified of a change in hours. Such service shall be provided for persons in the Town requiring such service, and shall include pre-hospital emergency medical treatment and transport of sick or injured persons found within the boundaries of the Town to a hospital or other health care facility for treatment of such illness or injury. During the time period that Squad is required to provide ALS service in the Town, it shall house at least one ambulance it owns or leases in a suitable facility within the Village of Windsor and shall maintain other suitable equipment which is used in connection with this Agreement.

- (b) Squad shall provide emergency medical ambulance service, which shall include basic life support (hereinafter “BLS”) service, in the Town 12 hours per day from 7:00 p.m. to 7:00 a.m. 7 days per week. Such service shall be provided for persons in the Town requiring such service, and shall include pre-hospital emergency medical treatment and transport of sick or injured persons found within the boundaries of the Town to a hospital or other health care facility for treatment of such illness or injury. During the time period that Squad is required

to provide BLS service in the Town, it shall house at least one ambulance it owns or leases in a suitable facility in the Village of Windsor, or another suitable facility no further than the Village of Windsor, and shall maintain other suitable equipment which is used in connection with this Agreement.

- (c) Squad warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the service provided herein.
- (d) The Town recognizes that Squad has a limited supply of ambulances and is not capable of responding to unlimited emergencies at one time, or while “out of service.” “Out of service” shall mean such times as when the ambulances have arrived at a health care facility with a patient but Squad is either cleaning or restocking the ambulances, or at such times as the ambulances are being routinely serviced and are “out of service” for a temporary short period of time during such routine service. The Town recognizes that Squad has limited manpower and is not capable of responding to an unlimited number of emergencies at one time, or while “out of service”, or while already caring for a patient. Town recognizes that Squad is a combination service, utilizing paid and volunteer staff, which in times of multiple calls may have to rely on volunteer manpower which may not always be able to respond to calls. Squad warrants that it will use its best efforts to respond to calls for assistance.
- (e) When notified of the need for ambulance services within the Town, Squad will use its best efforts to respond and attend to any such request without delay. If the Squad is not available, the Town has directed Broome County Department of Emergency Services (hereinafter “BCDES”) to dispatch the nearest, closest, staffed ambulance.
- (f) Squad shall employ (or contract with an entity furnishing) a person certified at least as a basic emergency medical technician in New York State, who shall be available to respond to emergencies in the Town twenty-four hours per day and seven days per week.
- (g) At periodic intervals Squad shall notify the BCDES if Squad does not then have advanced life support personnel available to furnish such ALS within Town.
- (h) Squad shall notify BCDES that in the event Squad does not have ALS capability within the Squad at a time when such capability is required, the nearest, closest, staffed unit providing the appropriate level of care shall be located and dispatched to assist.

2. INSURANCE COVERAGE FOR VOLUNTEERS AND PAID SQUAD EMPLOYEES

The parties agree that members of Squad who provide such services on a volunteer basis shall be covered through the statutory coverage under the Volunteer Ambulance Worker’s

Benefit Law (hereinafter “VAWBL”) through the Village of Windsor, as allowed under NYS law. The parties agree that the Squad is “located” in both the Village of Windsor and the Village of Deposit for purposes of VAWBL section 30(2), to the extent applicable. Any claim for benefits under VAWBL shall be divided in accordance with the formula set forth in VAWBL section 30(5), between the two villages.

The parties agree that this Section 2 “Insurance Coverage for Volunteers and Paid Squad Employees” of the contract between Squad and the Town of Windsor and the contracts between Squad and the Village of Deposit and the Village of Windsor shall be identical. Squad shall not agree to any changes to the provisions of Section 2 without providing 90 days advance written notice to the Town of Windsor.

Squad shall obtain and pay for the insurance coverage of Squad’s paid employees.

3. CERTIFIED AMBULANCE SERVICE

- (a) Squad agrees that it shall provide an ambulance service (i) with an ambulance or ambulances which meet(s) all applicable statutes, codes, rules and regulations and (ii) with all of the personnel, equipment and supplies required by the New York Public Health Law and the regulations promulgated by the New York State Department of Health (hereinafter “DOH”).
- (b) Squad agrees to keep in force its Ambulance Service Statement of Registration, and comply with (i) all the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code (10 NYCRR Part 800), and (ii) all rules and regulations formulated by Town, pursuant to section 122-b of the General Municipal Law, relating to the use of ambulance apparatus and equipment in the provision of the ambulance services hereunder.
- (c) Squad shall procure and pay for all permits and licenses necessary for the ambulance services to be rendered hereunder.
- (d) Squad shall take appropriate steps to ensure that Squad has a valid certificate of need operating authority authorizing Squad to furnish and provide ambulance service within Town during the term of this Agreement.
- (e) Squad agrees that it will operate, maintain and repair any ambulances it owns or leases pursuant to this Agreement in accordance with applicable provisions of law.

4. BILLING; FUND RAISING

- (a) The Town hereby authorizes and expects Squad, pursuant to law, including the applicable State Comptroller and Attorney General opinions, and as described in General Municipal Law Section 122(b)(2), to impose the fees or charges for the services it provides to individual patients. The fees that shall be charged to the patients shall be determined by Squad with the Town Board’s consent, which it may

not unreasonably withhold, as attached hereto as Schedule “A” (“User Fees”). Prior to September 1st of each year, Squad shall submit to the Town its prior year tax returns and a proposed fee schedule applicable for the upcoming term of the Agreement. Squad reserves the right to initiate legal action against any person who does not tender payment for Squad’s services without interference from Town.

- (b) A copy of the bill for services shall always be sent to the individual who received the services, regardless of whether such services will be entirely or partially covered by insurance. Squad shall keep proper records and account for all User Fees received. Squad shall use its best efforts to diligently collect such User Fees from the patients who have received the services of Squad, or their insurance companies, as the case may be. All User Fees billed are understood by the parties to be the property of the Town, and when collected by Squad (including insurance payments, copayments and deductible amounts), shall be remitted by Squad (or Squad’s billing/collection company) to the Town. Notwithstanding anything to the contrary in Section 6, in the event this Agreement is terminated prior to the end of its term, Squad shall continue to collect such User Fees as required herein, but remit to the Town all amounts collected prior to the effective date of termination.
- (c) Notwithstanding anything to the contrary, Squad shall not, under any circumstances, provide any protected health information (“PHI”), as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”), to Town or provide any other information to Town that would subject Town to the requirements of HIPAA.
- (d) Squad shall maintain a Charitable Care Policy and shall make determinations of payment obligations consistent with such policy.
- (e) Nothing herein shall be construed to prevent Squad from soliciting and accepting donations and from conducting fund-raising activities to assist in defraying its operating and capital expenses.
- (f) Squad shall ensure that it has a bank account that is capable of making and receiving electronic transfers from the Town. All information regarding this account which is necessary for the Town to make electronic payments as described herein shall be provided to the Town upon request.

5. **TERM**

- (a) The term of this Agreement shall be for a period of one year commencing on January 1, 2024 and ending on December 31, 2024
- (b) This Agreement may be terminated by the Town for cause. Cause shall be limited to the following:
 - (1) Loss or suspension of Squad’s ability to provide ambulance services to the

Town.

- (2) Refusal of the Squad to provide continuous ambulance services to the Town. However, the Squad's inability to respond to a call due to its involvement with another emergency call within or without the Town, or due to being "out of service" shall not constitute a failure to provide continuous ambulance services.
 - (3) The failure of the Squad to respond to emergencies in the Town for the period of five days. However, the Squad's inability to respond to emergencies as a result of all of Squad's ambulances being "out of service" for maintenance shall not constitute a failure of the Squad to respond to emergencies.
 - (4) The failure of the Squad to provide or employ an emergency medical technician in accordance with this Agreement.
 - (5) The failure of the Squad to contract or arrange for advanced life support services in accordance with this Agreement.
 - (6) The failure of the Squad to obtain proper insurance in accordance with this Agreement.
 - (7) The failure of the Squad to respond to an average of at least seventy-five percent (75%) of the emergencies to which Squad is dispatched in the Town, over any consecutive three-month period, or if Squad does not respond to an average of at least sixty percent (60%) of the emergencies to which Squad is dispatched in the Town, in any thirty (30) day period. However, included in these averages shall not be those emergencies not responded to by Squad due to Squad's involvement with another emergency within or without the Town, or for those occasions when Squad's ambulance vehicle is undergoing maintenance.
- (c) This Agreement may be terminated by the Squad for cause. Cause shall be limited to the following: Town's failure to pay funds due to Squad when payable under this Agreement, but only after written notice has been provided by the Squad of such failure, and the passage of more than thirty days for the Town to cure without such payment having been made to the Squad.
- (d) If either party elects to exercise its right to terminate this Agreement for cause, it may only do so by sending to the other party hereto written notice that it intends to terminate the Agreement as of an effective date which is at least 30 days subsequent to the date that the party sends such notice of intended termination. Any such notice must have been approved in advance by Town Board (in the case of a notice sent by Town) or by the Board of Directors of Squad (in the case of a notice sent by Squad). If such notice of intended termination is sent by either party hereto, Squad shall

(within 30 days following the effective date of such termination) refund to Town the sum representing the prorated portion of the payment made by Town to Squad hereunder for the period commencing on the effective date of such termination, and ending at the end of the contract term for the year of such termination. On and after the date that Squad refunds such sum to Town, neither party hereto shall have any further rights as against the other party hereto by virtue of this Agreement, except for the Town's rights to defense, indemnity and being held harmless which shall survive any termination of this Agreement.

6. PAYMENTS

- (a) For the services to be performed by Squad hereunder, the total compensation value of this contract shall not exceed \$208,437.00. The Town shall compensate Squad as follows: (1) by paying Squad the amount of \$8,500.00 to be raised from real estate taxes and paid to the Squad no later than June 30, 2024; and (2) by paying to Squad an amount not to exceed \$199,937.00 ("Billing Fee") which shall be paid to the Squad from the User Fees collected pursuant to Squad's billing as described in Section 4 and not collected from taxes. The Billing Fee is an amount determined by the Town Board based on the User Fees the Squad has reasonably estimated it will collect from patients during the term of this Agreement. Squad shall provide its reasonable estimate for next year to the Town no later than September 1st of each year. The Billing Fee shall be paid by Town in regular monthly installments in the form of a check from a Town account dedicated solely for the receipt of User Fees and the payment of Billing Fees. Each monthly installment shall be in an amount equal to the User Fees remitted to the Town since the prior monthly installment. Payment of the Billing Fee to the Squad is subject to the following conditions: (i) Squad has remitted all of the User Fees it has collected as required by Section 4, (ii) Squad maintaining the records as required by Section 4, and (iii) Squad's billing and collection records from the previous three (3) years, and any other financial, accounting, and business records related thereto, shall be subject to audit and review by the Town Board (but only to the extent such records, or a summary thereof, can be provided to the Town free of individually identifiable health information, as defined by HIPAA, and otherwise in compliance with HIPAA). As required by law, in the event that Squad, during the term of this Agreement, collects User Fees from its billing of patients, as described in Section 4, above the Billing Fee amount, Town shall retain such overages. In the event Squad collects User Fees less than the Billing Fee during the term of this Agreement, the Town shall be relieved from paying the difference between the User Fees actually collected by Squad and the Billing Fee. Any User Fees collected in the next contract year shall be applied to that year's contract funds. Nothing herein shall require Squad to spend or otherwise use funds raised by real estate taxes prior to receiving Billing Fees.
- (b) Squad, for such consideration, shall pay all expenses incurred by the operation of such ambulance service, including, but not limited to all personnel and personnel related expenses, personnel training costs, repairs and maintenance of equipment,

supplies including consumables, gas and oil, licensing fees, and insurance premiums for the insurance coverages required by this agreement (other than VAWBL).

7. INSURANCE; HOLD HARMLESS

- (a) Squad agrees that it will, at its own cost and expense, insure and keep insured, during the term of this Agreement, its vehicles (including any ambulances owned by or leased by Squad) its equipment and supplies and its members against any and all claims and damages arising from death, personal injury or property damage, with (i) a policy of commercial general liability insurance with \$1,000,000.00/\$2,000,000.00 limits, (ii) an errors and omissions policy with \$1,000,000.00/\$2,000,000.00 limits, (iii) vehicle liability insurance with a policy limit of \$1,000,000.00 for each ambulance owned or leased by Squad hereunder, and (iv) collision, fire and theft coverage on its ambulances in the amount of \$40,000.00. Each of those insurance policies shall provide coverage for occurrences within the Town, as well as occurrences outside the Town, even if the Squad does not have a DOH certificate of need or other DOH operating authority for the location outside the Town where the occurrence occurs. The Town shall be named as an additional named insured on a primary and noncontributory basis and a waiver of subrogation shall apply to all policies in favor of the Town.
- (b) Squad agrees to defend, indemnify and hold harmless the Town, its officers, agents and/or employees of and from any and all suits, actions, causes of action, claims, judgments, and/ or liability imposed or threatened to be imposed upon the Town, its officers, agents and/or employees arising from Squad's noncompliance with applicable law or the acts of negligence, active or passive, of Squad, its officers, agents and/or employees in providing emergency medical care. This obligation to defend, indemnify and hold harmless shall survive any termination of this Agreement.

8. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation of Squad to the services and work performed by it under this Agreement shall be that of an independent contractor. The Town shall not supervise or control the method or manner of Squad providing emergency ambulance services hereunder.

9. PERFORMANCE EVALUATION

Squad shall provide Town a written report, due no later than the last day of month for the preceding month, indicating at least the following:

- (a) The number of emergencies to which Squad was dispatched;
- (b) The number of emergencies to which Squad responded;

- (c) The number of mutual aid calls to which Squad responded;
- (d) The number of emergencies to which Squad did not respond, indicating also those emergencies missed due to Squad's involvement with another emergency, and indicating the name(s) of the ambulance squad or company which did respond to the emergency under a mutual aid arrangement and the amounts (if any) paid by Squad to such other squad or company for such mutual aid coverage;
- (e) The billing and collection activity of the Squad, including User Fees billed, User Fees collected (and remitted to Town), and amounts outstanding for the previous month.
- (f) A list of all of the Squad's directors, officers, volunteers and employees;
- (g) A list of all Squad members who have basic life support (hereinafter "BLS") certification and those Squad members who have ALS certification;

10. MISCELLANEOUS

Squad agrees that in the event that Squad is dissolved or liquidated, all vehicles and equipment owned by the Squad shall be transferred and assigned by Squad to an entity with the same interests and purposes as Squad. Squad agrees that it shall at all times operate as a not-for-profit entity and shall not operate for the purpose of making a profit. The principal goal of Squad shall at all times be to serve the community. The provisions of this paragraph shall survive any termination of this agreement.

11. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, Squad is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

12. COMPLIANCE WITH LAWS

- (a) In accordance with the provisions of Section 108 of the General Municipal Law, this Agreement shall be void and of no effect unless Squad shall secure compensation for benefit of, and keep insured during the term of this Agreement, such of the employees of the Squad engaged thereon as a required to be insured under the provisions of the Workers' Compensation Law.
- (b) To the extent that section 220 of the Labor Law is applicable to this agreement, in accordance with the provisions of section 220 of the Labor Law, no laborer, workman or mechanic in the employ of the Squad or other person doing or contracting to do work contemplated by this Agreement shall be permitted or

required to work more than what is allowed by that statute.

- (c) The Squad agrees to comply with the provisions of Article 15 (Human Rights Law) of the Executive Law, the Civil Rights Law and any and all regulations issued pursuant thereto. Squad shall at all times comply with all applicable laws, statutes, local laws, ordinances codes, rules and regulations (hereinafter collectively referred to as "Laws").

13. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

14. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other addresses as may hereafter be designated in writing by either party hereto:

To Town: Town of Windsor
 Attention: Town Supervisor
 Town Hall
 124 Main Street
 Windsor, NY 13865

To Squad: Windsor Emergency Services, Inc.
 Attention: President
 4 Academy Street
 Windsor, NY 13856

15. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

16. COMPLETE AGREEMENT; MODIFICATION

This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

TOWN OF WINDSOR

By: _____
Mark Odell, Supervisor

WINDSOR EMERGENCY SERVICES, INC.

By: _____
Christopher Zacharias, President

Eastern Broome Emergency Services



Schedule – A

SERVICE LEVEL NAME	CHARGE
ALS NON - EMERGENCY	\$ 900.00
ALS NON - EMERGENCY O2 EKG	\$ 1,080.00
ALS NON - EMERGENCY EKG	\$ 1,000.00
ALS NON - EMERGENCY O2	\$ 980.00
ALS 2	\$ 1,700.00
ALS 2 W/ EKG	\$ 1,800.00
ALS 2 W/ O2	\$ 1,780.00
ALS 2 W/ O2 AND EKG	\$ 1,880.00
ALS EMERGENCY	\$ 1,400.00
ALS EMERGENCY W/ EKG	\$ 1,500.00
ALS EMERGENCY W/ O2	\$ 1,480.00
ALS EMERGENCY W/ O2 AND EKG	\$ 1,580.00
ALS WITH CPAP AND EKG	\$ 1,580.00
BASIC LIFE SUPPORT EMERGENCY	\$ 1,200.00
BASIC LIFE SUPPORT W/ O2	\$ 1,280.00
BASIC NON - EMERGENCY O2	\$ 830.00
BASIC NON EMERGENCY TRANSPORT	\$ 750.00
LIFT ASSIST	\$ 50.00
MILEAGE - ALS	\$ 28.00
MILEAGE - BLS	\$ 28.00
PARAMEDIC INTERCEPT	\$ 650.00
TREATMENT NO TRANSPORT	\$ 400.00

Eastern Broome Emergency Services is a recognized not-for-profit 501(c)(3) charitable organization and maintains a Charitable Care Policy.

Absolute Ambulance Billing
49 Oak Street, Binghamton N.Y. 13905