AGREEMENT BETWEEN THE TOWN OF BRIGHTON AND THE SARANAC LAKE VOLUNTEER RESCUE SQUAD INC. FOR EMERGENCY MEDICAL AND TRANSPORT AMBULANCE SERVICES

This agreement, made the _____ day of _____________ 20__ between the TOWN OF BRIGHTON (hereinafter “THE TOWN”), an organized municipal township within the State of New York and the SARANAC LAKE VOLUNTEER RESCUE SQUAD INC. (hereinafter “RESCUE SQUAD”), 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 in the Village of Saranac Lake, State of New York.

In consideration of the mutual promises recited herein and the other good and valuable consideration THE TOWN does hereby contract with the RESCUE SQUAD to furnish pre-hospital emergency medical care and to provide transport ambulance services of the sick and injured within the borders of said TOWN subject to the following provisions:

1. TERM

This AGREEMENT shall be effective from January 1, 2014 until December 31, 2014.

2. CONSIDERATION

In consideration of the provisions outlined in this agreement and as per the 2014 funding request submitted by the RESCUE SQUAD to THE TOWN on September 20, 2013 THE TOWN agrees to pay directly to the RESCUE SQUAD the sum of $28,755 for provision of services. The payment of the property tax levy (the contractual amount of $28,755) shall be paid in a lump sum upon THE TOWN’S collection of sufficient tax receipts, but no later than the 1st of April 2014. Failure to pay the contracted amount to the RESCUE SQUAD by April 1, 2014 will be considered a breach of this agreement and will result in the RESCUE SQUAD terminating service to THE TOWN.

3. RESCUE SQUAD OBLIGATIONS

A. The RESCUE SQUAD will provide pre-hospital Basic Life Support (BLS) and Advanced Life Support (ALS) medical services to both residents and non-residents for medical emergencies occurring within THE TOWN and will transport to an appropriate hospital facility as necessary.
RESCUE SQUAD will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such BLS and ALS medical care and ambulance service while complying with the lawful mandates of the State of New York Department of Health and the Mountain Lakes Regional EMS Council for the operation of such service.

B. The RESCUE SQUAD WILL NOT PROVIDE the services of vehicle extrication of entrapped patients during motor vehicle accidents, back country rescue or extraction of patients not in or near a building or near a roadway, water rescue, or ice water rescue. These services will be provided by fire department or other personnel. THE TOWN will have to contract separately and directly with these agencies to have these services provided to THE TOWN

4. REVENUE RECOVERY

A. The RESCUE SQUAD as the transporting agency will bill patients, their insurers (including private insurers, Medicare, and Medicaid) and guarantors at the usual and customary rates as recommended by the RESCUE SQUAD and as approved by THE TOWN for the provision of ambulance services and where applicable for BLS and ALS medical care services. The execution of this agreement by THE TOWN shall constitute approval thereof. Bills for services will only be submitted to patients transported to or from a health care or health related facility or as otherwise permitted by law. The expenses incurred for pursuing revenue recovery shall be borne by the RESCUE SQUAD and the RESCUE SQUAD may contract with a vendor(s) to supply revenue recovery services.

B. The RESCUE SQUAD WILL NOT seek to collect co-pays or deductibles from residents of THE TOWN. A portion of contractual payment to the RESCUE SQUAD from THE TOWN shall be used to reimburse the RESCUE SQUAD for the RESCUE SQUAD’S waiver of collection of insurance co-payments and deductibles from THE TOWNS residents. The RESCUE SQUAD will seek payment of insurance co-payments and deductibles from non-residents of THE TOWN to whom services are provided

5. OPERATING BUDGET OF RESCUE SQUAD

The proposed operating budget for the RESCUE SQUADS 2014 fiscal year will be submitted to THE TOWN for consideration of THE TOWN for its 2014 budgetary review September 1, 2013. The proposed budget shall identify and particularize detailed operating expenditures and
shall identify revenue sources including the amount projected to be raised from insurance revenue recovery and the amount requested from THE TOWN to be raised by property taxes for the RESCUE SQUAD to be able to provide service to THE TOWN in 2014.

6. AUDIT AND FINANCIAL CONTROL.

Rescue squad recognizes that THE TOWN has a fiduciary responsibility to monitor the financial reporting and transactions associated with the provision of ambulance services, given that the contract for services is funded with tax dollars, and given the requirements of the New York State Comptroller Office that impose oversight obligations on insurance revenue recovery programs.

A. On a quarterly basis, the RESCUE SQUAD will provide access to reports prepared by the RESCUE SQUAD or its billing vendor evidencing the number of calls generating bills, the amounts billed, revenue received, accounts deemed uncollectable, and such other non-privileged information as the parties may agree. Nothing herein shall require the RESCUE SQUAD to disclose patient’s identity or other protected health information as governed by HIPPA or other governmental statute, rule, or regulation.

B. On an annual basis, the RESCUE SQUAD will have an audit of its financial statements performed by a certified public accountant and a copy of such audit including the management letter shall be made available to THE TOWN.

C. The annual RESCUE SQUAD budget shall specify the amount of revenue recovery funds for annual operations. Donations made to the RESCUE SQUAD shall not be considered revenue for purposes of this paragraph.

7. INDEMNITY

To the fullest extent permitted by law, the RESCUE SQUAD will defend, indemnify, and hold harmless, THE TOWN in any claim for personal injuries, damages, or administrative enforcement arising out of the RESCUE SQUADS’ operations, actions, or obligations under the agreement. To the fullest extent permitted by law, THE TOWN will indemnify and hold harmless the RESCUE SQUAD any claim for personal injuries, damages, or administrative enforcement arising out of THE TOWN’S operations, actions, or obligations under this AGREEMENT.

8. INSURANCE

The RESCUE SQUAD shall procure and maintain general liability insurance including EMS
practitioners’ liability coverage with limits of liability no less than $1 million dollars primary coverage per occurrence and $5 million dollars excess/umbrella, and shall name THE TOWN as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations’, actions, or obligations of RESCUE SQUAD in providing services. The RESCUE SQUAD will provide commercial or business vehicle coverage on all vehicles with minimum limits of $1 million dollars primary coverage, $5 million dollars excess umbrella. The RESCUE SQUAD will provide certificates of insurance to THE TOWN evidencing the existence of the procured coverage’s and the additional insurance endorsements required herein.

9. 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.

10. VENDOR STATUS

RESCUE SQUAD is a vendor to THE TOWN. RESCUE SQUAD 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.

11. MODIFICATION

This AGREEMENT may be modified or cancelled upon the written consent of both parties.

SARANAC LAKE VOLUNTEER RESCUE SQUAD

By______________________________      ________________________
Julie A. Harjung President   Date

TOWN OF BRIGHTON

By______________________________      ________________________
Supervisor      Date