

## **AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT (“the Agreement”) is between CHATHAM RESCUE SQUAD, INC., (CRS), a New York not-for-profit corporation with its principal place of business in the Village of Chatham, New York, and the TOWN OF NEW LEBANON (“TOWN”), a “town” as defined in Section 2 of the New York Town Law, for the provision of emergency medical services (“EMS”) within the geographical boundaries of the TOWN.

### **TERM**

1. The term of this Agreement is from January 1, 2024 through December 31, 2024.

### **SERVICES**

2. CRS maintains and operates an ambulance service as defined in Section 3001 of the New York Public Health Law (“PHL” pursuant to a valid operating certificate issued by the New York State Department of Health, Bureau of Emergency Medical Services, pursuant to PHL Section 3005.
3. In consideration of the financial agreements set forth herein, CRS agrees to provide emergency medical services and advanced life support care, as those terms are defined in Article 30 of the Public Health Law (referred to collectively in this Agreement as (“EMS”)), on a 24-hour per day, 7 day per week basis, within the geographical boundaries of the TOWN in accordance with the provisions of this Agreement.
4. CRS shall retain complete direction and control over all aspects of its operations, and the provisions of EMS to TOWN, including but not limited to:
  1. Entering into mutual aid agreements with neighboring ambulance services and/or advanced life support first response services outside of the geographical boundaries of CRS’ primary territory.
  2. Allocating CRS vehicles and personnel when there are multiple calls.
5. Subject to the provisions of Paragraph 3, CRS shall, when properly staffed, equipped and available, respond to all calls dispatched through the Columbia County Dispatch Center’s E911 dispatch service to locations within the TOWN without delay and with suitable apparatus and equipment’s in order to provide the appropriate level of emergency medical services.
6. CRS shall assume all obligations imposed by law for medical expense, compensation or other benefits or claims arising by reason of injury or death of any of its employees or members, which may be sustained while answering, attending or upon returning from any calls made pursuant of this Agreement.
7. Any loss or damage sustained by CRS with respect to its vehicles or equipment, together with the expenses of maintaining and operating the same in the performance of this contract shall be the sole and exclusive responsibility of CRS.

### **REIMBURSEMENT**

8. The sums to be paid under this Agreement to CRS shall be a town charge and shall be levied against all the taxable property of the TOWN.
9. The sums to be paid under this Agreement to CRS shall be paid through the Columbia County chargeback system and funds will be dispersed by the Columbia County Treasurer. The County, in

conjunction with the TOWN and CRS will determine the amount to be levied against all the taxable property of the TOWN.

10. In consideration of the services to be performed by CRS, the TOWN by and through the Columbia County chargeback system will pay CRS the sum of \$108,431 for EMS provided during the term of this agreement, which sum will be payable in monthly payments, without invoice by CRS.
11. As additional considerations for EMS provided by CRS, TOWN hereby assigns to CRS the right to bill and receive revenue from proceeds arising from services rendered by CRS within the TOWN pursuant to the schedule of fees or charges adopted by TOWN. The current fee schedule employed by CRS is attached to this Agreement, for informational purposes, as Exhibit A. CRS will adopt a charity care policy acceptable to TOWN providing for adjustments to the amounts owed for use of CRS services, which shall be based on Federal Poverty Guidelines as published annually in the Federal Register. Except as required by law or order of a court competent jurisdiction, CRS shall not amend its charity care policy except upon prior approval of the TOWN, which approval shall not be unreasonably withheld.

### **INDEPENDENT CONTRACTOR**

12. CRS is an independent contractor; neither party to this Agreement shall be deemed to be the employer, agent, partner or fiduciary of the other, and neither is authorized to take any action binding upon the other. Nothing in this Agreement is intended to create an employer-employee relationship between TOWN and CRS or any employee or member of CRS. This means methods and practices used by CRS to provide EMS pursuant to this Agreement are solely within the control of CRS as governed by the law of the State of New York.

### **INDEMNIFICATION AND INSURANCE**

13. CRS holds TOWN harmless and indemnified including and claims made against the TOWN, damages sustained by TOWN or any costs, expenses and/or reasonable attorneys' fees incurred by TOWN or claimed against TOWN by reason of any act or omission of CRS relating to or arising from this Agreement.
14. TOWN represents and warrants to CRS that it has taken the necessary actions in accordance with the General Municipal Law and the Town Law to authorize this contract and payment of the sums hereunder. TOWN shall indemnify and hold CRS harmless from any costs, expenses and/or reasonable attorney's fees incurred by CRS or claimed against CRS by reason of any act or omission of TOWN relating to or arising from this Agreement.
15. CRS, during the term of this Agreement, will maintain in full force and effect a policy of liability insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to bodily injury or death to any one person, and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) with respect to property damage. CRS shall deliver an insurance binder or certificate of insurance to TOWN naming TOWN as an additional insured with respect to such liability and property damage insurance in such form as shall be acceptable to TOWN.

### **AMENDMENT**

16. This Agreement may only be modified by a writing signed by both parties.

TOWN OF NEW LEBANON BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

CHATHAM RESCUE SQUAD, INC. BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

