

## AMBULANCE SERVICES AGREEMENT

**THIS AGREEMENT**, dated as of 21 day of February, 2017 (this "Agreement"), entered by and between the VILLAGE OF MILLBROOK, a municipal corporation, with offices located at 35 Merritt Ave., Millbrook New York 12545 (hereinafter "Village") and NORTHERN DUTCHESS PARAMEDICS, INC., a full service medial and transportation company, incorporated in the State of New York, with offices located at PO Box 672, Rhinebeck, New York 12572 (hereinafter "NDP").

**WHEREAS**, NDP presently holds ambulance operating authority in accordance with Article 30 of the Public Health Law of the State of New York to operate an ambulance service within the State of New York and specifically within the Village of Washington and Village of Millbrook and Dutchess County; and

**WHEREAS**, the Village requested Proposals ("RFPs") for Ambulance Services from various providers, and selected NDP to provide ambulance services within the Village; and

**WHEREAS**, the Village seeks to contract with NDP for the provision of basic life support ("BLS"), advanced life support ("ALS"), and paramedic services for all Dutchess County Department of Emergency Response ("DCDER") and 911 emergency calls for service within the Village of Washington and Village of Millbrook (collectively "the Village"); and

**WHEREAS**, NDP is desirous of providing such services to the Village.

**NOW, THEREFORE**, in consideration of the foregoing premises and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

### 1) NDP Services.

NDP hereby agrees to perform the following services with respect to the provision of advanced life support, basic life support, and paramedic services for all DCDER and 911 emergency calls for service within the Village (collectively, the "Services"):

(a) Basic Service: NDP shall, throughout the term of this Agreement: (i) provide BLS, ALS, and paramedic services for all DCDER and 911 emergency calls for service within the Fire District, **7 days a week, 13 hours a day (0500-1800)**; (ii) provide initial medical assistance to sick, disabled, and injured persons and the transport of such persons to local hospitals and tertiary hospitals; (iii) at the request of the Village or the DCDER, service any ill, disabled or injured person in need of care as requested by pre-hospital care providers; (iv) cooperate with and provide paramedic intercepts with other transporting ambulances in the Village; and (v) allow pre-hospital care providers of the Village to practice skills and obtain continuing medical education under the direction of an individual skilled as a paramedic.

(b) Stand-by Service: NDP shall stand ready to provide, and when requested by the Village or the DCDER, shall provide stand-by service at all major incidents (e.g. structure fires, hazmat incidents, major police actions, etc.) and at other emergency scenes whenever requested by the Village, the Millbrook Fire District or the DCDER. Such stand-by service shall include the

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continued availability at the scene of at least one ambulance capable of providing Services, until released by the highest-ranking officer at the scene.

## 2. **NDP Responsibilities.**

- (a) **Qualifications.** NDP shall at all times during the term of this Agreement and renewals of this Agreement remain qualified in New York State to provide the Services, shall maintain BLS and ALS ambulance service certificates from the New York State Department of Health (“NYSDOH”) in accordance with Article 30 of the New York State Public Health Law, and shall maintain all other licenses, registrations, and certificates necessary to provide the Services (collectively, the “Licenses”). NDP shall submit to the Village copies of all applicable Licenses upon execution of this Agreement, and new copies of its Licenses shall be submitted to the Village upon the update, modification, or renewal of (i) the Licenses or (ii) this Agreement.
- (b) **Personnel.** NDP shall furnish to the Village a roster of all personnel who will provide Services hereunder that sets forth the licenses and certificate numbers of each, and expiration dates of such licenses and certificates, with designations by full-time, part-time and per diem status of each personnel. NDP shall ensure that all personnel providing Services hereunder are: (i) duly and currently certified emergency medical technicians; (ii) possesses all other requisite certifications or requirements as may otherwise be required by Village or DCDER protocols or applicable law; and (iii) are in uniform and display identification when rendering Services under this Agreement. NDP shall immediately remove from service hereunder any personnel whenever notified to do so by the Village whenever a Village has based its request for removal upon a reasonable belief that an NDP employee’s or agent’s continued provision of Services is likely to jeopardize patient care or otherwise cause damage to the reputation or good will of the Village. NDP shall replace any personnel removed pursuant to this provision with personnel reasonably satisfactory to the Village.
- (c) **Compliance.** NDP shall provide the Services, the level of response, and the initial level of assumed treatment in accordance with all laws, ordinances, rules, and regulations applicable thereto including, but not limited to, Article 30 of the New York Public Health Law, the New York State Emergency Medical Services Code, and the protocols established by the DCDER. NDP shall comply with the National Incident Management System (NIMS) and Incident Command System (ICS) guidelines. NDP shall arrange for, and ensure compliance with, all applicable federal, state, and local statutes, rules and regulations, quality standards, licensure requirements, accrediting standards or determinations affecting, or issued in connection with, the operation of ambulance services, including, without limitation, all orders and requirements of any federal, state or city department or agency pertaining to (i) the provision of ambulance or other medical services and (ii) prohibiting discrimination on the basis of race, creed, color, sex, national origin, sexual orientation, marital status, citizenship status or disability, and mandating equal employment opportunities. Without limiting the foregoing, this Agreement shall be construed as requiring compliance with: (A) the Occupational Safety and Health Act; (B) the Americans with Disabilities Act; (C) all statutes and regulations of the NYSDOH that pertain to the operation of ambulances; and (D) the Health Insurance Portability and Accountability Act (HIPAA); the New York State Vehicle and Traffic Law and all rules, regulations, and standards

of the New York State Department of Transportation. The statutes, rules, regulations, standards, guidelines, and requirements included in this Section 2(c) are collectively referred to in this Agreement as “Applicable Law”.

(d) DCDER Communication System. NDP has, and shall maintain throughout the term of this Agreement, the capability to communicate with agencies within the Village and Dutchess County via the approved DCDER emergency communication system. NDP shall comply with the DCDER dispatch and communication protocols and shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching stations, and elsewhere as may be necessary to perform the Services. At a minimum, NDP shall have and maintain the following capabilities:

- (i) Direct radio and telephone communication between the DCDER emergency communications systems and NDP, as well as with each unit of NDP within or responding to the Village, at all times with communications equipment compatible to the DCDER dispatch system;
- (ii) Direct radio and wireless telecommunications between all ambulances and all regional hospitals; and
- (iii) NDP shall have and maintain the necessary redundancies in its communications systems to ensure continued communications capabilities.

NDP shall receive requests for service from the DCDER dispatcher in a manner determined by the DCDER. Initially, communication from the DCDER dispatcher to NDP shall be by radio or telephone. If, in the future, the DCDER decides to change this manner of communication, NDP shall be provided at least sixty (60) calendar days to implement the change.

(e) Communication; Meetings. NDP shall provide a Provider contact person with all telephone numbers, e-mails and facsimile transmission information to enable the Village to contact that person in the event a problem arises or issues regarding the Agreement need to be discussed and/or attended to. The Village shall have the right to establish an Ambulance Service Committee which shall, in addition to the Village Board, have oversight and review of the NDP's performance pursuant to the terms of this Agreement. NDP shall meet and communicate with the Village and/or the Committee, as the case may be, on a regular basis to discuss and resolve all operational quality of care and other issues relating to the provisions of the services. Such meetings shall occur quarterly, or more frequently as may be requested by the Village with three (3) business days of notification of such request. NDP shall attend and participate and monthly regional medical services (EMS) council meetings.

(f) Ambulances. NDP shall perform all maintenance, repairs and/or replacement of ambulances and any equipment supplied to such ambulances as may be required to ensure that all Services provided by NDP and vehicles utilized under this Agreement comply with the applicable requirements of Applicable Law. NDP shall ensure that all ambulances used in providing the Services, except mutual aid units and specialty care units, are painted in a uniform manner. NDP shall provide to the Village an inventory of all New York State Certified vehicles

and additional equipment used to provide the Services and shall promptly notify the Village of any change to this inventory.

(g) Supplies. NDP shall be responsible for maintaining in its ambulances, ambulettes, and all similar vehicles or equipment all supplies prescribed by Applicable Law, the Village, the DCDER, and the emergency medical services medical director. All disposable Village medical supplies used in the provision of patient care prior to transport by NDP shall be replaced at the scene, but in no event later than ten (10) days from the date of its use.

(h) Personnel. NDP shall employ a sufficient number of medical personnel and drivers to perform the Services. All medical personnel shall have all necessary and required professional qualifications as required by Applicable Law. For each advanced life support unit, the medical personnel shall include, at a minimum, one paramedic as well as a basic level emergency medical technician. All drivers shall have all necessary licenses required by Applicable Law. NDP shall, if it has not done so already, establishing rules of conduct for all of its employees and shall insure that rules of conduct are properly enforced.

(i) Mutual Aid. NDP shall participate in Dutchess County's Emergency Management Plan and the EMS Mutual Aid Plans. Notwithstanding the foregoing, NDP shall maintain adequate ambulances and staffing in the Village to provide the Services while other NDP units are out of the Village responding to mutual aid requests.

(j) Quality Assurance: NDP shall participate in the NYSDOH quality assurance program.

(k) Cooperation. NDP shall cooperate, as appropriate, with the Village and the DCDER or its agents in the Village and the Committee in: (i) the conduct of training, instruction, and exercises relating to emergency incidents; (ii) all studies relating to the Services; (iii) training emergency medical services personnel interfacing with NDP personnel in various emergency medical techniques; and (iv) participating in ride along programs as stipulated in the NYSDOH EMS training curriculum. NDP shall also cooperate with existing local EMS providers including volunteer fire departments in the Village.

**3. Complaints.** NDP shall notify the Village of any complaint received concerning its performance in the Village. Within ten (10) days of NDP's receipt of a complaint, NDP shall: (i) respond in writing to the complaint; and (ii) provide to the Village a copy of the complaint, any explanatory information, and any response to the complaint from NDP. Complaints shall be reviewed by the Village and directed to the appropriate authority for disposition. NDP shall cooperate with the Village, the DCDER, the NYSDOH, the local, New York State, and regional medical service councils or any other appropriate investigative organization to review and resolve any complaint or claim.

**4. Recordkeeping.**

(a) NDP shall maintain accurate books and records in connection with the provision of the Services. NDP shall make available to the Village during normal business hours all relevant paperwork relating to the Services rendered pursuant to this Agreement upon three (3) days' prior written notice from the Village. All records made available to the Village shall be subject

to the provisions concerning patient confidentiality prescribed in Section 800.15 of the New York State Emergency Medical Services Code and other Applicable Law. In addition, NDP shall, upon three (3) days' prior written notice from the Village, permit inspection of all premises, equipment, and supplies used to provide the Services.

(b) NDP shall maintain a record of all requests for Services received from the Village and the DCDER. This record shall be in a Microsoft Excel compatible format and shall include, but shall not be limited to: (i) type of request (BLS incident, ALS incident, paramedic support incident); (ii) time of dispatch; (iii) time of arrival of the ambulance at the scene of the incident or time of cancellation of request; (iv) time of departure of the ambulance from the scene; and (v) time of arrival of the ambulance at a hospital.

(c) Upon request, NDP shall provide the Village with a report that summarizes NDP's response time performance for the preceding monthly period. Such report shall be submitted within fifteen (15) calendar days following the request. The report shall contain, but shall not be limited to, the following information: (i) the total number of requests received (categorized by Village and Village) and itemized by category (BLS, ALS, paramedic support, interfacility transports, non-emergency transport); (ii) the total number of requests canceled en route (to each Village) and the time of cancellation, itemized by category (BLS, ALS, paramedic support); (iii) the location of each call to which NDP responded; (iv) the response times for each call; and (v) such other information as may reasonably be requested from time to time by the Village or appropriate representatives thereof.

**5. Relationship between NDP and the Village.** NDP and the Village are each independent contracting parties. Nothing in this Agreement shall be construed to create a principal-agent, employer-employee, master-servant or joint venture relationship between NDP and the Village. NDP shall be solely responsible for payment of the following on behalf of its employees: (i) any and all salaries, employee benefits, and overtime compensation; (ii) federal, state, and local withholding or similar taxes; (iii) social security taxes; and (iv) workers compensation, unemployment, and disability insurance. NDP shall be responsible for the hiring, training, and supervision of all employees rendering Services hereunder.

**6. Payment Terms.**

(a) The Village shall pay to NDP an annual fee for the Services of **Two Hundred Fourteen Thousand Three Hundred Eighty-Four Dollars (\$214,384.00) (the "Annual Fee")**. Except for the fee provided in this Section 6, neither the Village nor the DCDER shall be charged or assessed a municipal charge back or any other additional fee of any kind. No fee shall be charged by or paid to NDP by the Village, the DCDER or municipal sub-divisions or fire departments for standby services at emergency scenes.

(b) NDP shall invoice and bill the Village on a Monthly basis on the first day of each month.

(c) In addition to the Annual Fee received from the Village, NDP will have the right to bill individuals, or their insurance company, for all charges related to any Services rendered to that particular individual by NDP. NDP will be authorized to charge their normal and customary

fees. NDP shall provide, upon request by the Village, information and documentation concerning its normal and customary fees. If a resident of the Village is provided Services pursuant to this Agreement and it is determined that such person is financially unable to pay for such Services, NDP agrees it shall not seek reimbursement for such Services from such person after following NDP's charity care application procedure.

## **7. Indemnification.**

(a) Indemnification by NDP. NDP shall indemnify, defend, and hold harmless the Village, the Village's officers, directors, trustees, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all claims, settlements, judgments, losses, costs, damages, and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) (collectively, the "Losses") (i) arising in connection with any physical or mental injury or disability to, or death of, any person (including, without limitation, any Indemnitees, any employee of NDP, any employee of any NDP subcontractor, or any third party) or damage to or destruction of any property caused by, resulting from, incidental to or arising out of any act, omission, breach or fault of NDP or any NDP agent or subcontractor or any of their respective officers, directors, employees, agents or contractors; or (ii) which the Indemnitees may directly or indirectly incur, suffer or be required to pay by reason or in consequence of carrying out any of the provisions or requirements of the Agreement, where such Loss is incurred directly or indirectly by the Indemnitees as a result of any act, omission, breach or fault of NDP or any NDP agent or subcontractor or any of their respective officers, directors, employees, agents or contractors.

(b) Survival of Indemnities. The indemnification obligations provided under this Section 7 shall survive the termination of this Agreement.

## **8. Insurance:**

(a) NDP shall, for the protection and benefit of the Village and NDP, procure, pay for, and maintain in full force and effect, at all times during this term of this Agreement and any renewal thereof, policies of insurance issued by a carrier(s) authorized to do so by the New York State Insurance Department, which provide the insurance and the coverages set forth on Schedule A to this Agreement, which is attached hereto and incorporated herein by reference. The Village shall be named as additional insureds on all such insurance policies. All carriers shall have a financial rating of "A".

(b) NDP agrees to furnish certificates of insurance. The certificates of insurance shall be executed by a duly authorized representative of each insured, setting out compliance with the insurance requirements set forth in this Agreement and on Schedule A. All certificates shall provide for forty-five (45) days' written notice in writing prior to cancellation or a material change of any insurance.

**9. Term and Termination.**

- (a) **The Services are to commence at 5:00:00 A.M. on March 1, 2017.** This Agreement shall remain in effect for an initial period of one (1) year from the Effective Date.
- (b) The Village may terminate this Agreement with or without cause on not less than one hundred eighty (180) days' prior written notice to the other.
- (c) NDP shall have the right to terminate this Agreement in the event of a material breach of the Agreement by the Village which is not cured within sixty (60) days of the date of written notification of such breach conveyed to the Village Supervisor upon ninety (90) days' written notice to the Village.
- (d) The Village may terminate this Agreement immediately for cause if NDP has its Licenses suspended or terminated for any reason whatsoever. Such termination shall become effective on the Village's mailing of written notice of termination to NDP.
- (e) This Agreement shall terminate if a Party files a petition in bankruptcy or insolvency, or for reorganization or in the event a Party makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed against a Party which is not discharged within ninety (90) days thereafter.

**10. Option to Renew.** The Village shall have the right to renew this Agreement upon the terms and conditions as provided for herein for an additional period of one (1) year with a 5% increase in the annual subsidy. The Village may exercise its option by notifying NDP in writing, by certified mail, return receipt requested, sixty (60) days prior to the expiration of this Agreement of its option to renew. Upon the Village's exercise of its option for renewal, the parties agree to execute either a new Agreement containing the new terms, or a Memorandum of Agreement extending the modified terms of this Agreement for the additional one (1) year period.

**11. NDP Representations and Warranties.** NDP hereby represents and warrants to the Village as follows: NDP is a duly organized, validly existing New York Business Corporation in good standing, with full corporate power and authority to execute and deliver this Agreement, to perform the obligations undertaken herein, and to carry on and conduct its business as it is now being conducted. All corporate action required to be taken by NDP to authorize the execution, delivery, and performance of this Agreement has been duly and properly taken. The execution and delivery of this Agreement does not, and the delivery of the Services contemplated hereby will not contravene or result in a default or breach of: (i) NDP's certificate of incorporation or bylaws; (ii) any contract, agreement, permit, license, approval or other commitment to which NDP is a party or by which it is bound; or (iii) any judgment, decree, order, regulation or rule of any court or regulatory authority applicable to NDP.

**12. Miscellaneous.**

(a) Entire Agreement. This Agreement, the exhibits and schedules attached hereto, and the RFP, constitute the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, whether written or oral, with respect to the subject matter hereof. In the event of a conflict between the terms of this Agreement and the RFP, the terms of this Agreement shall govern and control.

(b) Waivers and Amendments. No provision of this Agreement may be waived without a written instrument signed by the waiving party. Any failure of a Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. This Agreement may be amended or modified only by a written instrument executed by the Parties.

(c) Notices. All notices provided under this Agreement shall be in writing and shall be deemed given (i) immediately if by personal delivery or by confirmed facsimile; (ii) one (1) day after mailing if sent by express mail; or (iii) four (4) days after mailing if sent by first-class mail, postage prepaid. All such notices shall be addressed as follows:

**If to the Village:**

Village of Millbrook

35 Merritt Ave.

Millbrook, New York 12545

Attn: Village Clerk

**If to NDP:**

Northern Dutchess Paramedics, Inc., d/b/a NDP EMS

P.O. Box 672

Rhinebeck, New York 12572

(845) 876-0448

or to such other address or person as a Party to this Agreement may so designate by giving notice to the other Party as set forth in this section.

(d) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable



provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

(e) Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns. Neither this Agreement nor any right hereunder may be assigned by any Party without the prior written consent of each other Party.

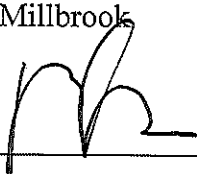
(f) Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(g) Governing Law. This Agreement is being delivered in the State of New York and shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to any principles of conflicts of law.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

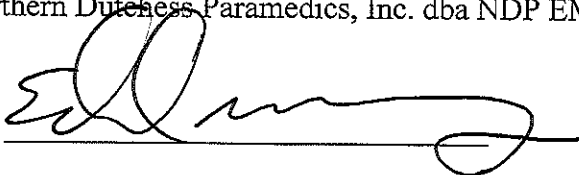
Village of Millbrook

By:  \_\_\_\_\_

Name: Rod Brown

Title: Mayor

Northern Dutchess Paramedics, Inc. dba NDP EMS

By:  \_\_\_\_\_

Name: Edward Murray

Title: President/CEO



**RESOLUTION**

Trustee Hicks introduced the following resolution, which was seconded by Trustee Rochfort, reading as follows:

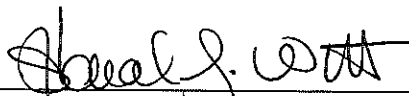
WHEREAS, the Board of Trustees wishes to enter into a contract with Northern Dutchess Paramedics upon the terms and conditions annexed hereto as **Exhibit A**; and

NOW, IT IS HEREBY RESOLVED that the Village Board of Trustees hereby authorizes the Mayor or Deputy Mayor to execute the proposed Contract annexed hereto as **Exhibit A** or any other agreement having substantially the same or similar provisions.

The foregoing resolution was duly put to a vote which resulted as follows:

Mayor Brown	<u>aye</u>
Trustee Rochfort	<u>aye</u>
Trustee Herzog	<u>absent</u>
Trustee Hicks	<u>aye</u>

DATED: Millbrook, New York  
February 21, 2017

  
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SARAH J. WITT, Village Clerk  
Village of Millbrook