

ORIGINAL

RECEIVED

JAN 31 2025

AMBULANCE SERVICE AGREEMENT

TOWN CLERK
CHESTER, NEW YORK

AGREEMENT made as of the 31st day of January, 2025 by and between the Town of Chester (TOWN), with its offices located at 1786 Kings Hwy, Chester, New York 10918 (the “Town’s Notice Address”), and Empress Ambulance Service, LLC with its principal place of business located at 10 South White Street, Poughkeepsie, New York 12601, hereinafter referred to as “EMPRESS” and further herein referred to as the “Parties”.

WITNESSETH

WHEREAS, EMPRESS is fully authorized to do business in the State of New York and duly authorized and licensed by the State of New York to provide ambulance services in Orange County; and

WHEREAS, pursuant to its general powers and duties, the TOWN has established the Town of Chester Ambulance District (hereinafter “DISTRICT”) is seeking to contract with EMPRESS to work in conjunction with the DISTRICT in providing emergency medical services to all sick or injured persons found within the boundaries of said DISTRICT; and

WHEREAS, EMPRESS represents that it can supply, render and furnish to the TOWN adequate and efficient ambulance service within said DISTRICT, herein described, for the treatment and/or assumption of treatment thereof and/or the transportation of all sick or injured persons as dispatched by the Orange County Department of Emergency Response and/or by the TOWN within the boundaries thereof to various hospitals or other facilities providing hospital services within and outside of said DISTRICT; and

WHEREAS, the parties have agreed to retain the services of EMPRESS upon the terms and conditions hereinafter set forth to provide emergency EMS/Ambulance services and/or general ambulance service in said DISTRICT.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein set forth, and the payments to be made as hereinafter specified, the Parties do covenant and agree as follows:

1. **Recitations Incorporated.** The recitations above set forth are incorporated in this Agreement as if fully set forth and adopted herein.
2. **Definitions.** In this Agreement, the following terms shall have the meanings set forth below:
 - a. “Advanced Emergency Medical Technician” means an emergency medical technician who has satisfactorily completed an advanced course of training approved by the State Council under regulations pursuant to section 3002 of the Public Health Law and is currently certified by New York State to provide Advanced Life Support Care.

- b. "Advanced Life Support Care" (ALS) means definitive acute medical care provided, under medical control, by advanced emergency medical technicians with advanced life support systems.
 - c. "Advanced Life Support Mobile Unit" means an ambulance or advanced life support first response vehicle to provide advanced life support services.
 - d. "Ambulance Service" means the agency providing emergency medical care and the transportation of sick or injured persons to, from, or between general hospitals or other health care facilities. "Ambulance Service" capabilities include the provision of Advanced Life Support Care ("ALS") and Basic Life Support Care ("BLS") as such terms are defined herein.
 - e. "Ambulance Service Certificate" means a valid certificate issued by the New York State Department of Health authorizing an ambulance service to operate within a given geographical area. Certificates must be renewed every two (2) years per NYS PHL Article 30 Section 3005.
 - f. "Agreement" means this Agreement by and among the parties hereto as amended, modified or supplemented from time to time.
 - g. "Basic Life Support Care" (BLS) means acute medical care provided, under medical control, by emergency medical technicians within an EMS System.
 - h. "EMS System" means an organized acute medical care system to provide basic and advanced life support care on site or in route to, from or between general hospitals or other health care facilities.
 - i. "Medical Control" means Physician-level support of established treatment guidelines (protocols) within an EMS system. Medical control is provided via two-way communication with the physician at the receiving or medical control hospital. Medical Control protocols are established and governed via Regional Medical Advisory Committees as per NYS PHL Article 30 section 3004-A.
3. **Scope of Services.** EMPRESS shall provide emergency EMS/ Ambulance services and/or general ambulance services (including "ALS" and "BLS") as defined in §3001 of the Public Health Law for the purpose of the treatment and/or the assumption of the treatment thereof and/or the transportation of all sick or injured persons found within the boundaries of the DISTRICT. EMPRESS shall transport such persons as dispatched by the Orange County 911 dispatch center and/or by the TOWN within the boundaries of the DISTRICT per the article "Patient Transportation".

4. **Ambulance Service Certificate.** EMPRESS agrees to keep in force a valid Ambulance Service Certificate issued by the New York State Department of Health and to maintain compliance with the applicable requirements of New York State Article 30 of the Public Health Law and New York State Emergency Medical Services Code. EMPRESS shall be capable of furnishing Basic and Advanced Life Support Services and will provide sufficiently trained and experienced personnel and equipment to maintain, operate and administer the ambulance and emergency health services required under this agreement.
5. **Dispatch through the Orange County Department of Emergency Response.** Upon the execution of this agreement by both parties, the TOWN will provide written notification to the Orange County Department of Emergency Response that along with the DISTRICT, EMPRESS will be designated as the dedicated EMS provider for all emergency medical calls arising in the DISTRICT, received via 911.
6. **Performance Criteria.** EMPRESS will respond immediately when requested to provide timely transport of such patient(s). For the purposes of evaluating EMPRESS's Performance, the following response times shall apply to the dedicated TOWN unit per this agreement:
 - a. Priority 1 (Echo/Delta) or Priority 2 (Charlie) calls for medical service: EMPRESS shall be on the scene of the call for medical service within 9 minutes of the time of dispatch, for not less than 90% of the calls for medical service, measured monthly.
 - b. Priority 3 (Bravo) calls for medical service: EMPRESS shall be on the scene of the call for medical service within 12 minutes of the time of dispatch, for not less than 90% of the calls for medical service, measured monthly.
 - c. Priority 4 (Alpha/Omega) call for medical service: EMPRESS shall be on the scene of the call for medical service within 15 minutes of the time of dispatch, for not for less than 90% of the calls for medical service, measured monthly.
7. **Measuring Response Times:** For compliance and quality assurance/improvement purposes, response times for EMPRESS will be determined on a monthly basis and measured from the time of the simultaneous incident dispatch of both EMPRESS and the Orange County Department of Emergency Response to the time the unit physically arrives at the location of the emergency as documented by the Orange County Department of Emergency Response. Any disputes shall be referred in writing to the TOWN designee.
8. **Accountability:** In the event of failure by EMPRESS to meet the monthly response time criteria as set forth in this agreement, Empress shall exert every reasonable effort to remedy the failure. Should EMPRESS fail to meet the response time criteria in two consecutive months, EMPRESS shall reduce the following month's payment from the TOWN by 5%.

9. **Patient Transportation:** EMPRESS will transport all emergency patients to the hospital of their choice, or to the closest most appropriate hospital suited to treat the emergency medical condition of the patient(s). EMPRESS will not be obligated to transport any patient to a medical facility further than fifteen (15) miles, unless deemed medically appropriate by the Paramedic rendering emergency care, or by the Medical Control Physician responsible for the medical oversight of said emergency call.

10. Equipment, Facilities and Personnel.

- a. EMPRESS shall provide, maintain and store, at its own cost and expense, New York State Certified BLS, ALS, and Advanced Life Support Mobile Units, appropriate NYS Certified crew and equipment necessary and incidental to provide comprehensive ambulance and emergency health service within the DISTRICT.
- b. Each of EMPRESS's employees providing services to the DISTRICT shall have training in the following areas prior to operating within the TOWN: Anti-discrimination, Harassment, Sexual Harassment, Respect and Diversity and Workplace Violence, HIPAA, Privacy and Ethics, Infection Control, Safety, Health and Security, Incident Command System – 100 and 700, and Hazardous Materials (HAZMAT) Awareness.
- c. All EMPRESS vehicles, equipment, and personnel must conform to all applicable federal, state, regional, and local laws, statutes, ordinances, rules and regulations, procedures and policies in effect or enacted during the term of this agreement; and will maintain all appropriate certifications and insurance on its equipment, vehicles, and staff. Additionally, no ambulance will be placed in or remain in service in the DISTRICT if the patient compartment heat or air conditioning units are not capable of operating at their designated and intended capacity.
- d. EMPRESS shall fully comply with the Orange County Radio Communications Plan. EMPRESS, at its own expense, shall install TOWN radio transmission equipment and program TOWN frequencies in all of EMPRESS's vehicles that might reasonably be expected to respond to calls within the DISTRICT.
- e. EMPRESS shall designate and make known to the TOWN suitable representatives with appropriate authority that will collaborate with the TOWN to ensure such compliance and be able to resolve any potential, perceived, or real issues should any arise.
- f. EMPRESS shall, at a minimum, provide two (1) Dedicated ALS ambulances and crew, twenty-four (24) hours per day, seven (7) days per week. The ambulances and crew shall be located in a space provided by the TOWN.
- g. EMPRESS shall make every reasonable effort to supply additional ALS and ambulance response to support the dedicated unit in covering the call volume in the DISTRICT.

11. **Contract Amount.** The TOWN shall pay EMPRESS for the above services a monthly payment as outlined in schedule "A" attached. EMPRESS will submit vouchers for such payment on a monthly basis.
12. **Term.** This Agreement shall become effective February 1st, 2025 at 00:00 hours and will continue in effect on a month to month basis through December 31, 2025, at 23:59 hours unless otherwise terminated subject to the right of either party to terminate this Agreement as hereinafter provided.
13. **Termination.** Notwithstanding anything to the contrary contained in this Agreement, the TOWN shall have the right, at its option, to terminate this Agreement at any time, without cause, upon giving EMPRESS sixty (60) days' notice in writing. The TOWN shall have the right, on thirty (30) days written notice to EMPRESS, to terminate this Agreement for cause. Cause shall be deemed repeated failure to comply with the terms and conditions of this Agreement or if EMPRESS fails to comply with applicable laws, statutes or ordinances or is otherwise guilty of a substantial violation of any provision of this Agreement. EMPRESS shall have the right, at its option, to terminate this Agreement at any time, without cause, upon giving the TOWN sixty (60) days' notice in writing.
14. **Standby Coverage.** EMPRESS will provide "standby coverage" at all serious emergencies that may occur within the DISTRICT, or to which they are called within the DISTRICT by the Orange County Department of Emergency Response. EMPRESS will be equipped to provide medical monitoring, treatment, and rehabilitation services at these scenes. Additional scheduled standby coverage such as community events, parades, sporting events, etc. in which EMPRESS must dedicate additional resources, in order to cover the event, will be billed an hourly rate as follows:
 - a. ALS Unit - \$250.00/HR
 - b. BLS Unit - \$150.00/HR
15. **Mutual Aid.** The TOWN will allow the dedicated unit to respond to requests for BLS or ALS Ambulance Mutual Aid outside the DISTRICT as outlined in the Orange County Mutual Aid plan.
16. **Nonexclusively.** This Agreement shall not prohibit EMPRESS from entering into service agreements with other municipalities, as long as these actions do not diminish services agreed to by EMPRESS under this Agreement. EMPRESS agrees to provide an immediate and timely response to all emergency calls received, and to request mutual aid assistance immediately should any situation arise, that would compromise EMPRESS's immediate ability to respond as previously identified.

17. **Nonperformance.** EMPRESS will be deemed in breach of this Agreement if it is unable to provide the services identified herein. This provision is contingent upon the TOWN providing EMPRESS with a written notice of the breach and EMPRESS exerting every reasonable effort to remedy such condition and remove such cause of interruption of service within thirty (30) days of receipt of said notice.
18. **Reporting:**
- a. *Monthly Reporting.* EMPRESS shall provide monthly reports to the TOWN, and at such other times upon request, containing the following system information, and on request any other call-based information requested by the TOWN as related to EMPRESS's agreement with the TOWN:
 - i. Number of Requests
 - ii. Response Times
 - iii. Time of Day / Day of Week Call Requests
 - iv. Nature of Incidents
 - v. Disposition of care provided
 - vi. Disposition of Requests
 - b. *Annual Reporting.* By February 15th of each calendar year, EMPRESS will provide the TOWN with a report in a format acceptable to the TOWN a summary of EMPRESS's services performed under the Agreement with the TOWN for the previous year.
19. **Periodic Meetings:** The TOWN and EMPRESS will assign an appropriate designee to meet on a scheduled basis to discuss issues including but not limited to:
- a. Response Times
 - b. Concerns / Questions regarding services
 - c. Response Plans
 - d. Special Events
 - e. Education and Training of Staff
 - f. Community Programs and Education
 - g. Quality Improvement
20. **Information Assistance:** The TOWN will assist EMPRESS in in accessing appropriate non-patient information required by EMPRESS to invoice for services rendered at the scene of Hazardous Materials Incidents, Fires, and Multiple Casualty Incidents where a commercial insurer will be deemed the responsible party for all expenses related to the services required and rendered.
21. **Quality Assurance and Quality Improvement.** The Parties will participate in quality assurance and quality improvement initiatives, pilot projects, and case reviews to improve patient outcomes and system design.

22. **Records.** The TOWN shall have the right, upon serving written notice to EMPRESS, to have a duly authorized and identified designee examine any record(s) relevant to clinical and operational services performed under this Agreement. Such records shall be released only in accordance with the provisions of the Health Information Portability and Accountability Act (HIPAA).
23. **Security Breach.** EMPRESS must immediately notify the TOWN if there is a breach in its security of electronic information or any other violation of applicable laws for the service EMPRESS provides.
24. **Anti-Kick Back Statute.** The Parties represent to the best of their knowledge that this Agreement complies with 42 USC 1320a-7b(B) commonly known as the "Anti-Kick Back Statute". The Parties agree to periodically review the Agreement, at least on an annual basis, for the purposes of determining that this Agreement is in compliance with the Anti-Kick Back Statute. The Parties agree to exchange such information as will be necessary to determine compliance therewith.
25. **Relationship of the Parties.** EMPRESS's relationship to the TOWN shall be that of an independent CONTRACTOR. Nothing in this Agreement shall be construed to create a principal-agent, employer-employee or master-servant relationship. EMPRESS, at all times, shall be solely responsible for all salaries and other employee remuneration as well as the payment of all applicable federal, state or local withholding or similar taxes and provision of workers' compensation and disability insurance for any person employed by it. EMPRESS will comply with General Municipal Law §105 (Workman's Compensation).
26. **Insurance.** At all times during the Term, EMPRESS, at its own cost and expense, shall keep in full force and effect:
- a. Professional Liability Insurance within limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - b. Commercial General Liability policy of standard form in the State of New York, with limits of no less than \$1,000,000 per each occurrence and \$2,000,000 aggregate.
 - c. Automobile Liability policy with limits of no less than \$1,000,000 per each occurrence.
 - d. Umbrella Liability policy with limits of no less than \$5,000,000 per each occurrence.
 - e. Workers Compensation, Disability, and Unemployment Insurance consistent with the statutory limits required by the State of New York shall also be maintained.

Notwithstanding the foregoing, all coverage shall meet applicable statutory minimum limits, if greater than the limits provided for herein. All liability insurance policies shall name the TOWN as an "additional insured on a primary non-contributory basis" and shall insure the TOWN for all claims arising out of acts or omissions of EMPRESS and EMPRESS's employees, officials, officers, and agents. Before

commencing work under this agreement and throughout the term period this agreement as renewals or changes in coverage occur, EMPRESS shall supply the TOWN with Certificates of Insurance and such other proof of insurance, as requested, including additional insured endorsements as may be applicable to the TOWN. Neither EMPRESS's failure to provide evidence that the specified insurance is in place nor the TOWN's failure to request proof of insurance shall affect EMPRESS's responsibility to procure and maintain the insurance required.

27. **Non-Assignability.** Except as permitted under the Orange County Mutual Aid Plan for mutual aid requests, and in accordance with the provisions of §109 of the General Municipal Law, EMPRESS 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.

28. **Compliance.** EMPRESS shall comply with all applicable laws, ordinances, regulations and rules promulgated by and Federal, State, or Local governments or agencies (including the TOWN) having jurisdiction of the Services covered by this agreement and more particularly the Public Health Law, Town Law, General Municipal Law, Worker's Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Occupational Safety and Health Act (OSHA), Federal Medicare, Medicaid, and Employment Law, federal and state anti-discrimination laws, as well as state and local health laws, rules, codes, and regulations, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein, including, but not limited to General Municipal Law Section 109(1) and State Finance Law Section 165-a(3)(b) Iran Divestment Act: by which EMPRESS and each person signing on behalf of EMPRESS, certifies, under penalty of perjury, that to the best of its knowledge and belief that EMPRESS is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

29. **Compliance with Omnibus Reconciliation Act of 1980.** It is hereby understood that if EMPRESS is determined to be a "subcontractor" under the provision of subparagraph (i) of S1861(V)(1) of the Social Security Act as amended by Section 952 of the Omnibus Reconciliation Act of 1980, or regulations adopted pursuant thereto, EMPRESS will, until the expiration of four (4) years after furnishing of services under any previous agreement between the TOWN and EMPRESS and under this Agreement and any amendment thereto, make available upon the request of the Secretary of Health and Human Services or the Comptroller General or its representatives, any such agreement and any amendment thereto.

30. **Billing Practices.** This Agreement shall be construed so as to be in accordance with federal and state statutes and Medicare, Medicaid and intermediary carrier rules, regulations, principles and interpretations. EMPRESS will operate on a fee-for-service basis, and will invoice the patient, and/or their insurance carrier, for all charges related to the services provided by EMPRESS on their behalf. EMPRESS will be authorized to charge their normal and customary fees, at the prevailing rates at the time service is provided. EMPRESS will invoice the patient for any required co-payments, as may be required. This may include but not be limited to the Federal Medicare Program, Health Maintenance Organizations, Health Insurers and Commercial Insurance Carriers. Upon request, EMPRESS shall provide the TOWN with a schedule of rates and fees, a copy of its billing policies with regard to procedures it, or its billing vendor will follow to pursue revenue recovery for services provided in the TOWN, including the procedures for collections, enforcement and hardship allowances before commencing operations under and contract and any time the rates or fees changes during the period of this Agreement. Any expenses incurred for pursuing revenue recovery shall be borne by EMPRESS.
31. **Indemnification.** EMPRESS will defend, indemnify and hold harmless the TOWN, its employees, personnel, volunteers, officers, officials, and/or agents from and against all claims, costs, expenses, legal costs or their charges arising out of or related to the acts of EMPRESS, its agents, servants or employees and/or arising out of or related to the services to be provided by EMPRESS under this Agreement, and, EMPRESS shall defend the TOWN at the expense of EMPRESS, against any such claim, demand, assertion of liability or other cause occasioned thereby. The TOWN will defend, indemnify and hold harmless the CONTRATOR from and against all claims, costs, expenses, legal costs or their charges arising out of or related to the acts of the TOWN, its agents, servants or employees and/or arising out of or related to the services to be provided by the TOWN under this Agreement. This provision shall survive the termination of this Agreement for any actions occurring during the effective life of this Agreement, but such indemnification shall exclude all cases of negligence, reckless, or intentional acts by any TOWN employee, personnel, volunteers, officers, officials, or agents.
32. **Provisions Deemed Inserted.** Each and every provision required by law to be inserted into this Agreement, specifically including 42 USC 1320a-7b(B) (the Anti-Kick Back Statute), General Municipal Law §§ 106-b, 108 and 109, Labor Law §§220-e, 222-a and 220(2) as well as Executive Law §§291-299 and Civil Rights Law, shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

33. **Invalidity.** If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement. In the case of such invalidity which substantially impairs the benefits of the Agreement, the Parties will endeavor in good faith to modify this agreement so as to preserve the benefits of this Agreement in a manner which complies with applicable laws.
34. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this Agreement shall be brought in a court of competent jurisdiction for the State of New York, Orange County.
35. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein, and merges and supersedes all prior agreements and understandings of every kind and nature among them.
36. **Amendment of Agreement.** This Agreement shall not be changed, modified or amended except by writing signed by the Parties.
37. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective legal representatives, trustees, receivers and successors.
38. **Notices.** Any notices required to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, or mailed first class, addressed to the Parties as follows or such other address as such Party may have fixed by notice, provided, however, that any change of address shall be effective only upon receipt:

To the TOWN:
 Town of Chester
 1786 Kings Hwy
 Chester, New York 10918
 Attention: Supervisor

To EMPRESS
 Empress Ambulance Service
 10 South White Street
 Poughkeepsie, New York 12601
 Attention: Michael Minerva, President

IN WITNESS WHEREOF, this Agreement was signed this 31st, day of January, 2025.

Town of Chester

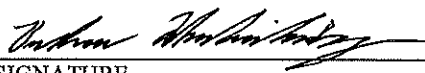
Empress Ambulance Service

Brandon Holdridge
PRINTED NAME

Robert J. Stuck
PRINTED NAME

Supervisor
TITLE

Executive Director
TITLE


SIGNATURE


SIGNATURE

January 31, 2025
DATE

January 31, 2025
DATE

Schedule "A" Agreement Amount

2025

System Cost:	\$1,333,932.00
Space and Revenue Discount:	(\$36,260.00)
Estimated Billing Revenue:	(\$370,000.00)
Quarterly Payment Discount:	(\$18,554.00)
Cost to the DISTRICT:	\$909,118.00
Monthly Payment:	\$75,759.83