

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Authorize Volunteer Rescue Agreement

DATE: 6-27-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 97-2022

DATE SUBMITTED: 6/17/2022

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Authorize agreement between Village of Saranac Lake and the Volunteer Rescue Squad

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR WILLIAMS _____

TRUSTEE BRUNETTE _____

TRUSTEE CATILLAZ _____

TRUSTEE SCOLLIN _____

TRUSTEE SHAPIRO _____

**AGREEMENT BETWEEN THE VILLAGE OF SARANAC LAKE AND THE SARANAC
LAKE VOLUNTEER RESCUE SQUAD INC. FOR EMERGENCY MEDICAL AND
TRANSPORT AMBULANCE SERVICES 2020-2021**

This agreement, made as of the 1 day of June, 2022-2023 between the **VILLAGE OF SARANAC LAKE** (hereinafter “**THE VILLAGE**”), an organized municipal VILLAGE 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 VILLAGE** 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 **VILLAGE** subject to the following provisions:

1. TERM

This **AGREEMENT** shall be effective for a period of one year, from June 1, 2022 until May 31, 2023.

2. CONSIDERATION

In consideration of the provisions outlined in this agreement and as per the 2021 to 2022 funding request submitted by the **RESCUE SQUAD** to **THE VILLAGE** on September 1, 2022 **THE VILLAGE** agrees to pay directly to the **RESCUE SQUAD** the sum of \$\$44,732 for provision of services. The payment of the property tax levy (the contractual amount of \$\$44,732) shall be paid in a lump sum upon **THE VILLAGE’S** collection of sufficient tax receipts, but no later than the 1st of July 2022.

Failure to pay the contracted amount to the **RESCUE SQUAD** by July 1, 2022 will be considered a breach of this agreement and will result in the **RESCUE SQUAD** terminating service to **THE VILLAGE**.

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 VILLAGE** 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 VILLAGE** will have to contract separately and directly with these agencies to have these services provided to **THE VILLAGE**.

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 set by the **RESCUE SQUAD**. 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 VILLAGE**; for 911 services. A portion of contractual payment to the **RESCUE SQUAD** from **THE VILLAGE** shall be used to reimburse the **RESCUE SQUAD** for the **RESCUE SQUAD'S** waiver of collection of insurance co-payments and deductibles from **THE VILLAGE'S** residents. The **RESCUE SQUAD** will seek payment of insurance co-payments and deductibles from non-residents of **THE VILLAGE** to whom services are provided.

5. OPERATING BUDGET OF RESCUE SQUAD

The proposed operating budget for the **RESCUE SQUADS** 2023 fiscal year will be submitted to **THE VILLAGE** for consideration of **THE VILLAGE** for its 2023 budgetary review September 1, 2022. 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 VILLAGE** to be raised by property taxes for the **RESCUE SQUAD** to be able to provide service to **THE VILLAGE** in 2023.

6. AUDIT AND FINANCIAL CONTROL.

RESCUE SQUAD recognizes that **THE VILLAGE** 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 VILLAGE**.

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. **VILLAGE DRIVERS**

THE VILLAGE will provide Emergency Apparatus Operators to the **RESCUE SQUAD** at all times, to be called upon by the **RESCUE SQUAD** to drive **RESCUE SQUAD** emergency vehicles in connection with the provision of emergency services hereunder. Such Operators will be available to the **RESCUE SQUAD** unless they are otherwise occupied on a previous emergency. The **RESCUE SQUAD** shall pay to **THE VILLAGE** for such Emergency Apparatus Operators a sum of \$198,937.00 for the contract period. An amount equal to \$16,578.00 a month. Payment shall be paid monthly on the first day (or first business day) of each month. The Duties of the Emergency Apparatus Operators will include the following:

- Safe operation of rescue vehicles;
- Assisting the EMT as provided per the drivers' Civil Service job description;
- Dispatching of 911 calls as per current agreement with Franklin County
- Dispatching of Transports
- Other related duties as provided per the drivers' Civil Service job description.

If the **RESCUE SQUAD** ceases to require the services of one or all of the Emergency Apparatus Operators called for above, the **RESCUE SQUAD** shall provide **THE VILLAGE** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

If **THE VILLAGE** ceases to require the services of **THE RESCUE SQUAD**, **THE VILLAGE** shall provide the **RESCUE SQUAD** ninety-day (90) termination notice. Monthly payments from the **RESCUE SQUAD** to **THE VILLAGE** shall continue during the ninety-day (90) period.

8. INDEMNITY

To the fullest extent permitted by law, the **RESCUE SQUAD** will defend, indemnify, and hold harmless, **THE VILLAGE** 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 VILLAGE** will indemnify and hold harmless the **RESCUE SQUAD** in any claim for personal injuries, damages, or administrative enforcement arising out of **THE VILLAGE'S** operations, actions, obligations under this **AGREEMENT**, including, but not limited to, the operation of vehicles owned by the **RESCUE SQUAD** by employees of **THE VILLAGE**.

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 VILLAGE** 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 VILLAGE** evidencing the existence of the procured coverage's and the additional insurance endorsements required herein. **THE VILLAGE** shall also procure and maintain general liability insurance with limits of liability no less than \$1 million dollars primary coverage per occurrence and \$5 million dollars excess/umbrella, and shall name **RESCUE SQUAD** as additional insured on a primary basis under such policy(ies) for any claims arising out of the operations', actions, or obligations of **THE VILLAGE** in providing services under this Agreement.

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 VILLAGE**. **RESCUE SQUAD** is neither an agent nor a department of **THE VILLAGE**. 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.

12. GOVERNING LAW AND VENUE

This AGREEMENT will be governed by New York law, and any action or proceeding arising out of or in connection with this Agreement will be venue in Supreme Court, Franklin County, New York.

SARANAC LAKE VOLUNTEER RESCUE SQUAD INC.



BY: Ryan T. Siddell, President, Chief

VILLAGE OF SARANAC LAKE

BY: _____

LATE PAYMENT: The Rescue Squad shall impose a 3% late fee compounded monthly.