

Ambulance Service Agreement

This Ambulance Service Agreement ("Agreement") is by and between Oswego County Ambulance Service, Inc. ("Menter") Fulton, New York and The Town of Oswego ("Town") Oswego, New York.

RECITALS:

1. Menter is a corporation organized and existing pursuant to the laws of the State of New York.
2. The Town of Oswego is a municipal corporation organized in accordance with the laws of the State of New York.
3. Menter is duly certificated by the New York State Department of Health ("DOH") to provide general and emergency pre-hospital care and ambulance transportation services (the "Services") in the greater part of Oswego County, which part includes the Town of Oswego.
4. Menter is authorized to provide the Services at the Basic Life Support ("BLS") and Advanced Life Support ("ALS") levels of care.
5. Menter maintains sufficient staff and equipment to provide the Services on a 24 hour per day, 365 day per year basis.
6. The Town of Oswego, while having no legal obligation to provide EMS or ambulance service, desires to designate an EMS /ambulance service as Primary Provider to be first called through the County 911 system to respond to emergency call; for EMS/ambulance services within the Town of Oswego.
7. In order to effectuate efficient, safe and smooth delivery of the Services to the citizens of the Town, the Town of Oswego wishes to

designate Menter as the Primary Provider of emergency EMS and ambulance services within the Town of Oswego.

8. Menter wishes to accept such designation under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals, the terms of this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, Menter and the Town of Oswego agree as follows:

- A. The Recitals are an integral part of this Agreement.

Term and Termination:

- B. This Agreement shall be effective as of _____, 2020 and shall remain in effect for a period of one (1) year unless terminated earlier in accordance with the terms set forth herein at paragraphs "C" "D" or "E"; if the event the Agreement has not been so terminated, the same will automatically re-new for an additional one (1) year period under the terms and conditions set forth herein. The maximum number of automatic renewals is four (4) such renewals.
- C. Either party may terminate this Agreement, without cause, upon sixty (60) days' written notice to the other.
- D. Either party may terminate this Agreement upon the default of the other with ten (10) days' written notice, if and only if the default is not cured within the ten (10) day notice period.

- E. This Agreement shall terminate immediately upon Menter's loss of its Ambulance Operating Authority.

Contract operation:

- F. The Town of Oswego agrees to designate Menter the Preferred Provider of Services, with right of first refusal to the extent allowed by law, and will notify County EMS Coordinator and the E-911 dispatch center of that designation.
- G. Menter will make its best efforts to provide emergency Services to residents of the Town of Oswego when requested either by direct call or via E-911, utilizing the nearest available vehicle and equipment staffed at the appropriate BLS/ALS level.
- H. Menter will provide the Services in accordance with State and Local protocols, such Services will be either ALS or BLS as indicated by protocol.
- I. In the event that Menter is unable to provide the Services for whatever reason, Menter will immediately notify the E-911 center and turn the call over for mutual aid.

Payment Terms:

- J. There is no payment due to Menter from the Town of Oswego.
- K. Menter shall bill the patient or the patient's insurance company, or both as allowed by law for the Services. Nothing herein is intended to create an obligation on the part of the Town of Oswego to finance such Services.

Confidentiality:

- L. Menter will maintain all records related to the Services as confidential patient medical records in accordance with Federal, State and Local laws and regulations related to patient confidentiality. Records will not be disclosed without duly executed patient releases or in compliance with a court order directing such release.


Miscellaneous:

- M. The Town of Oswego will indemnify and hold harmless Menter and its employees and agents from and against any and all liability related to the performance of this Agreement to the extent such liability is the direct or indirect result of a negligent act or omission on the part of the Town of Oswego or its agents and employees.
- N. Menter will indemnify and hold harmless the Town of Oswego and its employees and agents from and against any and all liability related to the performance of this Agreement to the extent such liability is the direct or indirect result of a negligent act or omission on the part of Menter or its agents and employees.
- O. The Town of Oswego warrants and represents that it has secured all of the necessary approvals, from any and all private or governmental entities, to enter into and fulfill this Agreement.

- P. This Agreement represents the entire Agreement between the parties related to the subject matter hereof; the same cannot be modified except in writing, subscribed by the parties.
- Q. This Agreement shall be construed in accordance with the laws of the State of New York.
- R. In the event any portion of this Agreement shall be determined to be unenforceable, or if there is a change in any law or regulation relegating any portion of this Agreement void, unlawful or unenforceable, the balance of this Agreement shall remain in force and effect and the same shall be construed to maximize the intent of the parties.

Dated:

Oswego County Ambulance Service, Inc.
By: _____


Town of Oswego
By: TOWN SUPERVISOR

Dated: 7/20/2020

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