

TOWN OF WEST SENECA



Jeffrey A. Piekarec  
Town Councilman

TOWN SUPERVISOR  
Gary A. Dickson  
TOWN COUNCILMAN  
William Bauer  
Joseph J. Cantafio  
Jeffrey A. Piekarec  
William P. Hanley

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Dear Colleagues,

In August 2020 District 4 Fire Commissioner Bob Patterson approached the town board with the idea of forming a committee to study and recommend ways to enhance EMS services in town.

The ambulance committee as it became known was Chaired by Commissioner Patterson and consisted of Myself, a representative from the leadership of each of the 6 West Seneca Fire Companies, one Elected Fire Commissioner from each of the 6 West Seneca Fire Districts, as well as Captain Unger of WSPD. In January 2021 Chief of Staff Amelia Greenan also began to attend the committee meetings as well.

Over the past 7 months the committee has reviewed and proposed ways to enhance EMS within the Town of West Seneca. Many of these ideas have been negotiated into this New Contract for with LaSalle Ambulance Inc DBA "AMR."

In the interest of enhancing EMS Coverage within The Town of West Seneca. Please move to enter a new 3-year contract with LaSalle Ambulance Inc DBA "AMR" and authorize the town supervisor to sign and date the contract to do so.

Sincerely,

*Jeffrey A. Piekarec*

Town Councilman

**RESOLUTION FOR**  
**AMBULANCE MEDICAL RESPONSE AGREEMENT**

**WHEREAS**, the Town of West Seneca is a political subdivision of New York State with authority over the delivery of pre-hospital emergency medical services (“EMS”) within its jurisdiction;

**WHEREAS**, Ambulance Medical Response (AMR) is a licensed provider of high-quality EMS with the capability to provide EMS within the Town’s jurisdiction;

**WHEREAS**, in the interest of the residents and visitors of the Town’s jurisdiction and in order to assure they receive appropriate EMS when required as a result of injury or illness, the Town desires to partner with AMR to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board of the Town of West Seneca hereby authorizes the Supervisor to execute the Agreement with AMR.



## EMERGENCY AMBULANCE SERVICES AGREEMENT

**THIS EMERGENCY MEDICAL SERVICES AGREEMENT** is made and entered into on April 1, 2021, between LaSalle Ambulance, Inc. DBA (“AMR”), and the Town of West Seneca (“Municipality”). This Agreement supersedes any previous agreement between AMR and the Municipality and serves as the sole contractual agreement between the two parties.

**WHEREAS**, the Municipality is a political subdivision of the State with authority over the delivery of pre-hospital emergency medical services (“EMS”) within its jurisdiction;

**WHEREAS**, AMR is a licensed provider of high-quality EMS with the capability to provide EMS within the Municipality’s jurisdiction;

**WHEREAS**, in order to assure that residents and visitors within the Municipality’s jurisdiction receive appropriate EMS when required as a result of injury or illness, the Municipality desires to partner with AMR to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Operating Area.** The Municipality hereby grants AMR the right to supplement EMS (the “Services”) within the Town of West Seneca (the “Service Area”) as described in Schedule A. The Municipality will have public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area (“Communications Centers”) to direct such calls to AMR in accordance with the dispatch protocols agreed upon by AMR and the Municipality (“Dispatch Protocols”). Municipality will have such emergency calls, including those received on seven-digit numbers, be routed to AMR who shall provide EMD Service for the Municipality and shall maintain the ability to receive such calls through the E911 system. AMR shall maintain Nationally Certified Dispatchers to handle such calls. Certification will be through the National Academy of Emergency Dispatch (NAED). Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. AMR shall accept all calls without regard to gender, race, religion, age, nationality or ability to pay.

2. **Facilities, Equipment and Operations.** AMR

shall maintain a substation located in the Municipality to insure adequate deployment of resources according to system status management. AMR shall deploy a sufficient number of units to meet demand and maintain the requirements of this agreement.

AMR shall upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as it deems necessary. AMR shall be responsible for all capital and equipment purchases with such purchases to be made in its reasonable discretion. Whenever it is necessary to transport equipment that belongs to first responders along with the patient in an AMR ambulance, AMR shall replace the equipment that is damaged during use by AMR. Such equipment shall include, but not be limited to, stretchers, splints, extrication devices, and backboards.

3. **Personnel.** AMR reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein. AMR shall be responsible for all management and personnel issues related to EMS employees hired by AMR. EMS personnel shall at all times be employees of AMR and shall be subject to AMR personnel policies and guidelines, including AMR’s Standard Operating Procedures for the Service Area.

4. **Obligations of the Municipality.** The Municipality agrees to retain AMR as a supplemental ambulance provider of all ambulance transportation as outlined in this agreement, including but not limited to emergency medical Services and non-emergency medical services, during the Term. The Municipality agrees to adopt or amend any necessary ordinances or regulations or standards of practice to affect this Agreement. The Municipality agrees to provide dispatch for all 911 calls and shall provide dispatch services in accordance with generally accepted national standards. The Municipality’s Public Safety Answering Point (PSAP) shall work with AMR to develop and implement standard operating guidelines which outline policies and procedures for dispatch and communication of all 911 calls with AMR units and AMR staff. This communication may be completed by telephone or other mutually agreed upon method. All ambulance calls for non-emergency medical Services such as doctor’s appointments, dialysis, and nursing home transportations shall be routed through the AMR Communications Center.

5. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

6. **EMS Schedule of Charges and Billing.** AMR shall be responsible for billing and collections for all Services provided by AMR. Billing and settlement of claims shall be at the sole discretion of AMR. Notwithstanding the foregoing, AMR shall use reasonable efforts to establish payment plans for individuals with limited means and shall consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of AMR. EMS shall not be denied by AMR based on non-payment of prior Services provided.

7. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.

**Insurance.** AMR represents that it has and will maintain through a program of self-insurance or third-party carriers automobile liability insurance (\$1,000,000), general liability insurance (\$1,000,000 per occurrence and \$3,000,000 in the aggregate), and professional liability insurance (\$1,000,000) and workers’ compensation insurance in the statutory required amounts. AMR will maintain excess insurance in an amount of five million dollars (\$5,000,000). The Municipalities will be added as “additional insured” to AMR’s general and automobile liability policies. AMR is responsible for providing to the Legal Department of the Municipality a Certificate of Insurance naming the Municipality as an additional insured on an annual basis.

8. **Term.** The initial term of this Agreement shall be for three (3) years from April 1, 2021 through March 31, 2024. Thereafter, the Agreement shall automatically renew for periods of one (1) year. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

9. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one-hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party.

10. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the

operations, activities or medical care rendered by the other. AMR and Municipality administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties’ respective rights and obligations hereunder.

11. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a “Safe Harbor” for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

12. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT

13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Municipality:

Attn: Supervisor  
Town of West Seneca  
1250 Union Road  
West Seneca, New York 14224

If to AMR:

Regional Director  
American Medical Response  
481 William L. Gaiter Pkwy  
Buffalo, NY 14225

With Mandatory Copy to:

Law Department  
American Medical Response, Inc.  
6363 S Fiddler's Green Circle 14<sup>th</sup> Floor  
Greenwood Village, Colorado 80111

**BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. EACH PARTY EACH FULLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**LaSalle Ambulance, Inc., d/b/a American Medical Response**

By: \_\_\_\_\_  
Edward B. Van Horne, Chief Operating Officer

**Town of West Seneca**

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

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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## EMERGENCY MEDICAL SERVICES AGREEMENT

### Schedule A

#### I. Services Area

Service Area shall be defined as the Town of West Seneca.

#### II. Service

Municipality Agrees to recognize AMR as a supplemental provider of the following ambulance services and transportation in the Service Area;

- a. "Advanced Life Support" or "ALS"
- b. "Basic Life Support or "BLS"

AMR shall have the right to provide, and shall provide, the Services twenty-four (24) hours a day, seven (7) days a week through a sufficient number of ALS and BLS units to meet the demand and maintain requirements of this agreement. AMR shall make best efforts to maintain one (1) ambulance in or in close proximity to the Town of West Seneca at all times. AMR may and shall utilize personnel or ambulances to provide Services hereunder other than those to be provided pursuant to this agreement.

AMR shall respond to all requests for EMS within the Municipality. Upon the second alert of a fire company, AMR shall make best efforts to assist the fire companies on lift assists requests.

When a working fire has been declared, AMR shall dispatch one (1) ALS Unit to the fire scene. AMR shall send a 2<sup>nd</sup> Unit to the working fire in such circumstances of a reported person or people trapped in the structure.

The Response Times shall be measured or calculated as the time elapsed between: (1) the time that the request for service is received by AMR from the Municipality PSAP, including all information necessary to respond to the call, e.g., address and EMD determinate; and (2) the time that AMR arrives at the scene of the incident or the appropriate staging area. Requests for service that AMR is canceled by the Municipality prior to arrival on scene shall not be included into the response time aggregate.

AMR shall comply with the following Response Times:

- (a) For all responses that are dispatched as a Hot ALS or BLS Response as determined by the appropriate Emergency Medical Dispatch ("EMD") determinate, AMR shall be on scene within ten (10) minutes, zero (0) seconds of receiving the request. For clarity, ten (10) minutes, one (1) second is late.

Emergency Medical Dispatch ("EMD") determinates shall be consistent with regionally accepted practices. AMR and Municipality shall jointly review all determinates at the time of this agreement and upon any applicable change.

On a monthly basis, AMR shall maintain an average response time of ten (10) minutes to HOT ALS / HOT BLS.

Response Time requirements may be waived on an individual basis due to inclement weather, traffic, train or other uncontrollable circumstances.

#### III. Reports

By the 15<sup>th</sup> day of each month, AMR shall submit a written report to the Municipality. The report shall summarize the total number of EMS requests received from the Municipality PSAP and the overall average response time by HOT and COLD response type. Upon Municipality request, AMR shall provide the Municipality with written reports of

**EMERGENCY MEDICAL SERVICES AGREEMENT**

pertinent data regarding the delivery of its services sufficient to allow Municipality to report to its citizens unless such data is determined proprietary and protected by AMR.

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