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MEMORANDUM

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TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: TOWN OF NEWBURGH AMBULANCE DISTRICT
OUR FILE NO. 800.1(B)() (2022)

DATE: OCTOBER 21, 2022

Enclosed please find a revised "Contract for Ambulance Services 2023" between the Town and Town of Newburgh Emergency Medical Services, Inc. which now includes Schedule C, the Schedule of Charges for Services as well as Appendix A TON EMS's collection procedures for unpaid bills for services.

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Joseph P. Pedi, Receiver (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Molly Carhart, Assessor (via e-mail)
James Osborne, Town Engineer (via e-mail)
Pat Hines, McGoey, Hauser & Edsall (via e-mail)

CONTRACT FOR AMBULANCE SERVICES 2023

THIS AGREEMENT is made the __day of, 2022 by and between THE TOWN OF NEWBURGH, a municipal corporation of the State of New York, maintaining its offices at 1496 NYS Route 300, NEWBURGH, NY 12550, hereinafter referred to as the Town; and **TOWN OF NEWBURGH EMERGENCY MEDICAL SERVICES, INC.**, a not-for-profit corporation, maintaining its office at 97 SOUTH PLANK RD., NEWBURGH, NY 12550, hereinafter referred to as TONEMS.

WHEREAS, the Town has lawfully established an ambulance district within the Town of Newburgh, the boundaries of which are delineated and described in Exhibit "A" annexed hereto (the "District"); and

WHEREAS, upon the establishment of the District the Town Board is authorized to provide an emergency medical service, a general ambulance service or a combination of such services for the purpose of providing prehospital emergency medical treatment or transporting sick or injured persons found within the boundaries of the district to a hospital, clinic, sanitorium or other place for treatment of such illness or injury; and

WHEREAS, to that end, the Town Board is further authorized pursuant to the provisions of section 198 (10-f) of the Town Law to contract with an organization to supply, staff and equip emergency medical service or ambulance vehicles suitable or a combination thereof for such purposes and operate such vehicles for the furnishing of prehospital emergency services; and

WHEREAS, TONEMS is a not-for-profit corporation organized on a volunteer basis to provide rescue, first aid and ambulance services to sick or injured people in the Town of NEWBURGH and within the District; and

WHEREAS, TONEMS possesses and is able to supply ambulances, additional emergency medical service vehicles and equipment for the provision of such services to the District; and

WHEREAS, TONEMS is staffed with volunteers and professionals with sufficient training and experience for operation of ambulance vehicles and for the furnishing of pre-hospital emergency treatment services; and

WHEREAS, TONEMS holds all necessary New York State Department of Health operating certificates for Basic Life Support (BLS); and

WHEREAS, TONEMS is available to provide proper service to the residents of the Town within the District; and

WHEREAS, the Town is desirous of contracting for such ambulance service within the District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby

agreed as follows:

1. SERVICES PROVIDED BY TONEMS.

Commencing January 1, 2023, TONEMS shall provide pre-hospital emergency medical (BLS) services and ambulance service to a hospital or place of treatment to sick or injured persons found within the boundaries of the District in accordance with the provisions of this Agreement. The services shall be provided twenty-four hours per day, seven days per week. The services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services and all applicable laws, rules and regulations.

2. TRAINED AND CERTIFIED PERSONNEL, VEHICLES AND EQUIPMENT FOR SERVICES.

TONEMS shall provide the necessary personnel, vehicles and equipment to provide services to the District and warrants and represents that it has, and will continue to have, sufficient trained and certified personnel, equipment and supplies to provide the services. TONEMS further agrees that the services shall be provided (i) with an ambulance or ambulances and additional emergency service vehicles which meet(s) all applicable statutes, codes, rules and regulations, are inspected, operated, maintained and repaired in accordance with applicable provisions of law and are covered by the insurance required pursuant to Section 7 below and (ii) with all of the personnel, equipment and supplies required by the New York Public Health Law and the regulations promulgated by the New York State Department of Health (hereinafter "DOH"). TONEMS shall in the provision of its services comply with all its adopted policies and procedures, copies of which have been provided to Town.

3. CONSIDERATION FOR SERVICES

- A. In consideration of TONEMS providing ambulance and emergency medical services to the District, the Town covenants and agrees to pay TONEMS the sum of Three Hundred Eighty Five Thousand One Hundred and N0/100 DOLLARS (\$385,100.00) for the term, with payment to be made in installments in accordance with the schedule annexed hereto as Exhibit "B." TONEMS shall submit vouchers for payment in the form prescribed by the Town.
- B. Pursuant to Town Law Section 198[10-f][b)], the Town Board additionally authorizes TONEMS to collect charges for use of ambulance and emergency medical services provided pursuant to this Agreement in accordance with the Schedule of Charges established by the Town Board annexed hereto as Exhibit "C." TONEMS may apply from time to time to the Town Board during the term of this Agreement to approve the amendment to the Schedule of Charges, which approval shall be at the discretion of the Town Board. TONEMS shall maintain proper recordkeeping and accounting of the charges made and collected on behalf of the District in accordance with the rules and regulations annexed hereto as Exhibit "D." TONEMS is authorized to send copies of bills for such charges to the insurance carriers of parties receiving services at the user's request. The Town acknowledges that a portion of the collected charges may be paid by

TONEMS to other entities which provide Advance Life Support (ALS) services on calls when TONEMS determines such services are warranted.

4. MUTUAL AID.

TONEMS shall be entitled to enter into "Mutual Aid" agreements with other emergency services as deemed necessary by TONEMS for the organized, coordinated, and cooperative reciprocal mobilization of personnel, equipment, services, or facilities for back-up or support upon request as required pursuant to a written mutual aid plan, provided it maintains sufficient personnel, vehicles and equipment to provide emergency services coverage of the District. TONEMS will honor existing Mutual Aid agreements as outlined in the appropriate county mutual aid plan(s) and TONEMS standard operating procedures. TONEMS shall maintain a Mutual Aid plan in accordance with the requirements of State EMS CODE (800.21p). TONEMS shall be solely responsible for any liability arising from the provision or receipt of Mutual Aid in accordance with the terms of the applicable Mutual Aid agreement and laws.

5. MAINTENANCE OF EQUIPMENT.

TONEMS shall keep its ambulances and other emergency vehicles in safe and state inspected operating condition at all times. Except for the transport of sick and injured persons from the District for treatment, "Mutual Aid" calls, and servicing and repairs, TONEMS shall maintain its rescue equipment and ambulances at premises located within the District. TONEMS shall additionally maintain 24-hour telephone and alarm service to answer emergency calls.

6. ATTIRE.

TONEMS agrees that all services shall be performed in a courteous and prompt manner and all on duty personnel shall be attired in clean and orderly uniforms.

7. INSURANCE AND INDEMNIFICATION.

A. TONEMS shall maintain at its own cost and expense:

- (i) a policy of commercial general liability insurance with \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate limits,
- (ii) a professional liability policy with \$1,000,000/\$2,000,000 limits,
- (iii) vehicle liability insurance with a policy limit of \$1,000,000 for each vehicle owned or leased by TONEMS and
- (iv) an excess liability policy providing coverage of Ten Million Dollars (\$10,000,000) per occurrence.

The Town its elected and appointed officials, employees, agents and representatives shall be named as additional insureds on each of said policies on a primary and noncontributory basis with waiver of subrogation. A complete copy of each insurance policy will be provided to the Town simultaneously with the execution of this Agreement along with the Declaration Page of each policy reflecting that the Town its elected and appointed officials, employees, agents and representatives are an additional insured and that there is a waiver of subrogation to all rights, claims, demands and causes of action arising out of or in connection with this Agreement against additional insureds. TONEMS shall take all steps necessary to ensure that such policy and policies shall not be changed or canceled until at least ten (10) days prior written notice has been given to the Town.

- B. Members of TONEMS who provide services on a volunteer basis will be covered by the statutory coverage under the Volunteer Ambulance Worker's Benefit Law (hereinafter "VAWBL") which insurance coverage shall be a District charge and paid by the Town in accordance with applicable provision of VAWBL. TONEMS shall provide such information and documentation regarding its volunteer members and claim events as may be required by the Town's worker's compensation benefit insurance carrier. TONEMS shall provide and pay at its own expense workers compensation insurance coverage for TONEMS employees.
- C. TONEMS agrees to defend, indemnify and hold harmless the Town and District, its officers, agents and/or employees of and from any and all suits, actions, causes of action, claims, judgments, damages and/or liability imposed or threatened to be imposed upon the Town, its officers, agents, and/or employees and the District arising from the acts or omissions of TONEMS, its officers, agents, volunteers and/or employees in the performance of this Agreement. This obligation to defend, indemnify and hold harmless shall survive any termination of this agreement.

8. **AUDIT, BUDGET AND REPORTING REQUIREMENTS**

- A. TONEMS shall authorize and provide to the Town within thirty days of completion an annual audit prepared by an independent auditor for the prior calendar year at the sole cost and expense of TONEMS. Said audit shall include an itemized statement of assets and liabilities. TONEMS shall additionally deliver to the Town Supervisor copies of its unaudited quarterly financial statements.
- B. Notwithstanding the period falling outside the term of this Agreement, TONEMS shall deliver to the Town Supervisor a proposed TONEMS balanced budget for the following calendar year (2024) indicating the anticipated payment from the Town as part of TONEMS revenues on or before August 30, 2023, so that the Town can timely prepare a tentative budget for the District. TONEMS agrees to promptly and fully respond to questions from the Supervisor and other Town officials regarding the submitted budget. TONEMS acknowledges that the Town and its' special and improvement districts governed by the Town Board are subject to a real property tax levy limit as defined by New York State General

Municipal Law Section 3-c and accordingly agrees that the budgeted increase in anticipated payment from the Town shall not exceed two (2%) percent without express written consent of the Town Board.

- C. TONEMS shall deliver to the Town Supervisor a written report, due no later than the 10th day of each month, indicating at least the following:
- (i) the number of emergencies in the District and outside the District to which TONEMS was dispatched during the prior month;
 - (ii) the number of emergencies to which TONEMS responded;
 - (iii) the number of mutual aid calls to which TONEMS responded;
 - (iv) the number of emergencies to which TONEMS did not respond, indicating also those emergencies missed due to TONEMS's involvement with another emergency, and indicating the name(s) of the ambulance squad or company which did respond to the emergency under a mutual aid arrangement and the amounts (if any) paid by TONEMS to such other squad or company for such mutual aid coverage;
 - (v) payments to vendors of services and materials in excess of \$3,000.00
- D. TONEMS shall on or before the 10th day of January, 2023 provide to the Supervisor a list of all TONEMS directors, officers, volunteer members and employees and a sub-list of authorized drivers of TONEMS vehicles, together with a list of any Vehicle and Traffic Law convictions or accidents involving those drivers during the past 24 months.
- E. TONEMS shall deliver to the Supervisor a copy of its Form 990 upon filing with the IRS.

10. MAINTENANCE AND INSPECTION OF RECORDS.

TONEMS shall maintain complete and accurate records of all calls and services rendered and a copy of such records, with the exception of Confidential Patient Care Reports and other documents which are required to remain confidential by law, shall be provided to the Town upon request. TONEMS agrees to maintain the following records and to present them to the Supervisor on request:

- A. Copy of all employment contracts to which TONEMS is a party.
- B. All current certificates or certifications required by NYSDOH or other Federal or State agencies.
- C. Copy of generic annual work schedule detailing both paid and volunteer staff.

- D. List of TONEMS Board of Directors showing office held and both work and home contact information.
- E. List of current members of TONEMS (including line officers) which shall also reflect resignations.
- F. Copy of the TONEMS adopted conflict of interest policy and filed disclosure statements pertaining to any "interested parties" transactions.
- G. Copy of TONEMS whistleblower policy.

11. BILLING SERVICES.

The Town authorizes the TONEMS to engage a responsible person or service to provide billing services and enable the TONEMS to maintain an efficient process for statements rendered. The Town shall be entitled to review copies of the reports of the billing service.

12. COVERAGE AT TOWN EVENTS.

TONEMS agrees that as a community-based organization, from time to time it will provide standby service without charge for Town/community events (parades, sporting events, etc.) at the TOWN's reasonable request. Such request shall be submitted by the Town to TONEMS at least 30 days in advance of the event. Such standby service will not affect any billing associated with actual ambulance or pre-hospital emergency care in association with attendance at such events.

13. TERM.

This Agreement shall cover a period of one year, to commence as of January 1, 2023 and to conclude on December 31, 2023. Unless either party shall give to the other party at least thirty (30) days advance written notice of its intention not to renew the agreement, this agreement shall automatically be extended on a month to month basis commencing on January 1, 2024 on the same terms and conditions as set forth herein, except the payment set forth in Subsection 3A above shall be prorated to a monthly amount of THIRTY TWO THOSAND NINETY ONE and 67/100 DOLLARS (\$32,091.67), which amount shall be payable on or before the 15th day of each month of the extended term. During the term extensions, either party may give to the other party written notice of termination at least 30 days in advance of the 1st day of the next succeeding month, in which event the Agreement shall terminate at midnight of the day preceding that 1st day of the month so noticed. At the conclusion of the term or extended term, as the case may be, unless this Agreement is renewed, neither party shall have any further obligation to the other, but this shall not relieve a party from concluding obligations which were incurred or accrued prior to the end of the term.

14 TERMINATION.

This Agreement may be terminated, for cause, by either party by providing sixty (60) day written notice to the other party.

15. MEETINGS.

The parties agree that the Town Supervisor and TONEMS Executive Director, or their designees, will meet as reasonably requested by the other party upon sufficient advance written notice regarding matters pertaining to the performance of this Agreement.

16. NO ASSIGNMENT.

Neither party may assign this Agreement nor shall either party assign any of its obligation, unless already covered in this Agreement, to perform hereunder, it being the understanding and agreement between parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

17. NOTICES.

Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the Supervisor of the Town of NEWBURGH and the President of TONEMS, respectively, at the mailing addresses set forth at the beginning of this Agreement.

18. COMPLIANCE WITH LAWS.

This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of ambulance services in the State of New York and shall be governed by the laws of the State of New York. TONEMS warrants that it will comply with all statutory requirements for the operation and the maintenance of its equipment, membership qualifications and certifications and other professional requirements associated with the provisions of ambulance and prehospital emergency care.

19. INVALIDITY OF PROVISION.

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.

20. MODIFICATION OF AGREEMENT.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

21. HEADINGS.

The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEWBURGH

**TOWN SUPERVISOR
GILBERT J. PIAQUADIO**

**TOWN OF NEWBURGH
EMS**

**EXECUTIVE DIRECTOR
GEORGE C NAPOLITANO**

EXHIBIT A

BOUNDARIES OF TOWN OF NEWBURGH

AMBULANCE DISTRICT

Beginning at a point which is the intersection of the City of Newburgh-City Line/Town of Newburgh and Town of New Windsor Town lines hence, in a westerly direction following the Town New Windsor/ Town of Newburgh Town lines to a point being the intersection of the Town of Newburgh/Town of New Windsor/Town of Montgomery Town line hence, in a generally northerly direction along the common town lines of the Town of Newburgh/ Town of Montgomery to a point hence, westerly along the Town of Newburgh/ Town of Montgomery Town line to a point hence, continuing in a generally northerly direction along the Town of Newburgh/Town of Montgomery Town line a point being the intersection of the Town of Newburgh/ Town of Shawangunk/Town of Montgomery Town lines continuing in a generally northerly direction along the Town of Newburgh/ Town of Shawangunk Town line to a point in the center line of NYS Route 300. Hence, continuing in a generally southerly then easterly direction along the center line of NYS Route 300 to a point in the center of the intersection of NYS Route 300 and Quaker Street hence, in a northerly direction along the center line of Quaker Street to a point in the center of the intersection of Quaker Street and to Mill Street. Continuing in a generally easterly direction along the center line of Mill Street to a point in the center line of the intersection of NYS Route 32 and Mill Street. Hence, continuing in a northerly direction to a point in the center line of NYS Route 32 and East Road. Hence, continuing in a generally easterly direction to a point being the Town line with the Town of Newburgh/ Town of Plattekill and hence, in a generally southerly direction to a point being the intersection of the Town line of the Town of Newburgh and Town of Plattekill. Hence, in an easterly direction to the intersection of the Town of Marlborough/ Town of Plattekill / Town of Newburgh Town line continuing in an easterly direction along the common Town boundaries of the Town of Marlborough and the Town of Newburgh to a point in the Hudson River. This point being the Orange County/Ulster County/ Dutchess County boundary. Hence, in a generally southerly direction within the Hudson River following the Orange County/ Dutchess County County lines to a point at the intersection of the City of Newburgh City boundary and the Town of Newburgh Town line located within the Hudson River. Hence, generally in a westerly direction along the boundary of the City of Newburgh and the Town of Newburgh to a point hence, continuing in a generally southerly direction along the Town of Newburgh/City of Newburgh municipal boundary to the point of beginning.

Said boundary describes the limits of the Town of Newburgh excluding properties within the Plattekill Fire District. Said limits are depicted on a map prepared by MHE Engineering dated 9 February 2022 entitled Town of Newburgh Ambulance District.

EXHIBIT 'B'
SCHEDULE OF INSTALLMENT PAYMENTS TO TONEMS

Payment Dates: Amounts:	Installment
April 1, 2023	\$96,275.00
July 1, 2023	\$96,275.00
October 1, 2023	\$96,275.00
December 1, 2023	\$96,275.00

EXHIBIT 'C'

**TOWN APPROVED
SCHEDULE OF CHARGES
FOR
AMBULANCE/ EMERGENCY MEDICAL SERVICES
FOR THE TOWN OF NEWBURGH AMBULANCE DISTRICT**

Schedule of Fees Effective 11.7.2022

Effective 11.7.2022	
Basic Life Support Emergency	\$1,225
Basic Life Support Non-Emergency	\$1,225
Advanced Life Support Emergency	\$1,325
Advanced Life Support II Emergency	\$1,550
Mileage	\$19 per mile

EXHIBIT 'D'

**RULES AND REGULATIONS
FOR RECORDKEEPING AND ACCOUNTING OF
CHARGES FOR SERVICES
OF THE TOWN OF NEWBURGH AMUBLANCE DISTRICT**

Adopted / /2022
Effective: 1/1/2023

Billing and its accounting shall comply with the Department of Health (DOH) Bureau of Emergency Medical Services (BEMS) as well as applicable Medicaid program policies, rules, and regulations, including the standards set forth in Article 30 of the Public Health Law (PHL), which governs emergency medical services and Title 18 of the New York Code of Rules and Regulations (NYCRR) 5505.10, which governs Medicaid-funded transportation services. Any billing agent must be enrolled in Medicaid as a "Service Bureau" (18 NYCRR 504.9(g)).

Annexed hereto as Appendix A are the procedures TONEMS has adopted to enforce collection of unpaid bills for ambulance services, which include at minimum the sending of delinquency notices and additional reasonable, cost effective measures to obtain payment on unpaid accounts. Said steps must be included in any contract between TONEMS and a billing agent.

The Town shall have access to daily activity logs and billing records to ensure that the billings are accurate and that collection process is effective, subject to the redaction of protected health information.

The Town shall have access to copies of all bills sent by the billing, subject to the redaction of protected health information, to ensure that the billing rates are those established by the Town Board.

The Town shall have access to reports of delinquency notices sent and other collection efforts made with respect to unpaid accounts, including referral to a collection agency of the accounts for those patients who received insurance payments directly but failed to make payment.

Exclusions: The following patients/circumstances will not be billed:

- 1) Patients who do not require ambulance transportation to the hospital.
- 2) Patients that refuse treatment or transportation.

Financial Assistance Policy

The Town has adopted the Ambulance Billing Financial Assistance Policy substantially in the form annexed hereto as Appendix B to assure that billing for services rendered pursuant to

this contract does not create a barrier that deters those needing emergency medical services from calling for help and to further assure that payment for billable ambulance services shall not become a financial hardship for those with limited incomes. The Financial Assistance Policy may be amended from time to time upon the mutual consent of TONEMS and the Town Board. TONEMS and the billing agent shall adhere to such policy and if required by the Town.

Recordkeeping:

Records shall be maintained in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996.

Disposition of billing records shall be in accordance with the governmental records retention and disposition schedule applicable to the Town of Newburgh, *8 NYCRR, Section 185.11, or such other applicable governmental regulations as may be more stringent*

Records that are the subject of internal or external audits, or requests made by the Town, state and/or federal regulatory agencies or law enforcement authorities, shall be retained in a manner consistent with these rules and regulations. In all cases, such records shall, at a minimum, be maintained until the Town receives the corresponding audit report or the basis for the request has been appropriately addressed.

If it is reasonably anticipated that a claim may be made under either the State False Claims Act or the Federal False Claims Act against the Town, District or any officer, employee or agent, the Town Supervisor shall be consulted prior to the disposal of any records that are reasonably likely to be relevant.

TONEMS shall establish and maintain disciplinary and mandatory reporting policies for TONEMS employees, contractors and volunteers pertaining to tampering and falsification of records

TONEMS shall immediately address and reconcile any falsification and/or tampering of a record that results in the submission of a false claim or the receipt of an overpayment.

Claims:

If it is reasonably anticipated that a claim may be made under either the State False Claims Act or the Federal False Claims Act against the Town, District or TONEMS or their respective officers, employees or agents, TONEMS shall consult with the attorney for the Town prior to the disposal of records that are reasonably likely to be relevant. Records that are the subject of internal or external audits, or requests made by town, state and/or federal regulatory agencies or law enforcement authorities, shall be retained in a manner consistent with these rules and regulations. In all cases, such records shall, at a minimum, be maintained until the Town receives the corresponding audit report or the basis for the request has been appropriately addressed.

All routine record destruction practices shall be immediately suspended with regard to any record under any of the following circumstances: (i) a memorandum (or other writing), directive or other request, whether written or oral, issued by an attorney for the Town (or outside Counsel retained by the Town or its insurer) directing the preservation of specified records in their current format,

as of the date of the notice, and to suspend routine record destruction practices ("Legal Hold", which is often referred to in as a "Litigation Hold/Preservation Notice"), initiating a Legal Hold for the purpose of complying with a legal obligation; (ii) A memorandum (or other writing), directive or other request, whether written or oral, issued by the Town, directing preservation of specified records in their current format, as of the date of the request, and to suspend routine record destruction practices during the pendency of an investigation, review, and/or audit being performed (hereinafter referred to as an "Investigatory Hold"); (iii) notification of service of a subpoena issued by any court, attorney, law enforcement agency or a regulatory body; (iv) notification of service of an order of any court for the preservation of specific documents; (v) notice of service of a summons and complaint in a matter to which particular records may have bearing.

EXHIBIT D
APPENDIX "A"

TONEMS BILLING COLLECTION POLICY

Town of Newburgh EMS		
STMT 1	Payments	Send out statement with notes after pmt
	Insurance Paid Patient	Send statement with "INS PD PT MSG" tag with a note of amounts paid
	Needs Insurance / Self Pay Patients	Call patient, Check hospitals, check eligibility
		~ if no response send stmt with "INS REQ MSG" tag
STMT 2	Payments	Send out statement with notes after pmt
	Insurance Paid To Patient	Call patient and follow up on "INS PD PT MSG"
		~ No response - Send Stmt with "INS PD PT MSG" again and note SS2
	Needs Insurance / Self Pay Patients	Call patient, Check hospitals, check eligibility
		~ If no response send stmt with "INS REQ MSG" again and note SS2
STMT 3	Payments	Send out statement with notes after pmt

	Insurance Paid To Patient	Call patient and follow up on "INS PD PT MSG"
		~ If no response - Take "INS PT PT MSG' tag off and add a "PRE-COLLECTION MSG " with note SS w/PCM
	Needs Insurance / Self Pay Patients	Call patient, Check hospitals, check eligibility
		~ If no response - Take "INS REQ MSG' tag off and add a "PRE-COLLECTION MSG " with note SS w/PCM
STMT 4	Payments	Send out statement with note ss after pmt
	Insurance Paid To Patient	Call patient and follow up on pre-collection msg.
		~ No Response - send to collections with Management approval.
	Needs Insurance / Self Pay Patients	Call patient, Check hospitals, check eligibility
		~ No Response - send to collections with Management approval.

	Hardship / Financial Assistance - Household must make less than 300% of the Federal Poverty Income to qualify.	If patient state they can't pay their bill, let them know that they can apply for financial assistance. Advise patient that they will need to fill out a financial assistance application provided by Crossroads, provide a letter stating such hardship, a copy of current paystub and a copy of their taxes. Application and documents will need to be returned to Crossroads within 15 days.
		~ If patient agrees to provide such documents, Crossroads will send the application to the patient to fill out and return to Crossroads with all supporting documents.
		~ If patient does NOT agree, we can 1. offer a 25% discount if they pay their bill in full or 2. setup a interest free payment plan no less than \$25.00 a month. No discount will be offered with payment plans. If patient still doesn't agree or fails to pay, they will be sent to collections.
	Once Applicaton and all documents are received:	Crossroads will review application and documents and then forward to Betty Greene for final approval.
Notes	~ Resident Hardship - See Hardship / Financial Assistance Section	

	~ Non-Resident Hardship - offer 25% discount if they pay bill in full. If they can't pay in full with discount, then no discount will be offered and a payment plan can be setup no less than \$25.00 a month. NO discount will be offered on payment plans. Failure to pay monthly will result in collections.	
	~ Police, Firefighters and EMS will be written off after insurance pays.	
	~ Active members, life members & their children under the age of 18 - write off after insurance pays	
	~ Any member that receives insurance payment must pay that amount and balance will be written off.	
	If patient was making payments and then stopped, the next letter should be a pre-coll ltr.	
	DO NOT send an additional 3 stmts.	

EXHIBIT D
APPENDIX "B"

TOWN OF NEWBURGH

AMBULANCE BILLING FINANCIAL ASSISTANCE POLICY

Adopted / /2022
Effective: 1/1/2023

Purpose

The purpose of the Financial Assistance Policy is to assure that billing for services of the Town of Newburgh Ambulance District does not create a barrier that deters those needing emergency medical services from calling for help and to further assure that payment for billable emergency medical services shall not become a financial hardship for those with limited incomes or resources.

Policy

It is the policy of the Town of Newburgh to offer financial assistance to patients in the Town of Newburgh Ambulance District who are billed for their share of ambulance transport and treatment and have household income less than 300% of the Federal Poverty Income Guidelines.

Eligibility

Patients with household incomes less than 300% of the Federal Poverty Income Guideline are eligible to have up to 100% of their share of the ambulance bill waived. The Chart in *Appendix C* shall be updated annually to reflect the Federal Poverty Income Guideline.

For patients who are able to pay for their care over time, no-interest payment plans can be arranged.

Procedures

1. Upon request or inquiry, a copy of this policy and an application for requesting financial assistance with ambulance bills will be forwarded by the ambulance service provider or its billing service.
2. A signed application submitted by the patient or responsible party as to their eligibility for financial assistance shall be required. Significant changes to the form of statement must be made by resolution of the Town Board.

3. Patients who believe they may be eligible to have their share of the cost reduced or waived after reviewing the financial eligibility guidelines may submit their application to the ambulance service provider or billing service and such other supporting materials as they are able to provide.
4. Determinations with respect to applications by patients to have their share of the cost reduced or waived will be determined in accordance with the procedures set forth in Appendix "A" to Exhibit D.
5. The Town of Newburgh Town Board member serving as liaison to the ambulance service provider or his/her designee as per the Town Supervisor shall communicate its decisions in writing to the patient and shall forward copies of the written decisions to the Town Supervisor and the ambulance service provider and/or its billing agent. Applications shall be filed in a confidential file. The Town shall have the right to examine the files at any time upon reasonable notice.
6. The Town of Newburgh also authorizes the ambulance service provider or its billing agent to arrange reasonable no interest payment plans by patients who can pay their fees over time without the need for submission of an application.
7. Once the account is settled any confidential information shared as part of verifying household income will be shredded.

The liaison or his/her designee shall submit an annual report for the Town Board that includes the actions taken on all applications for assistance.

Appendix C

Town of Newburgh Ambulance Billing Financial Assistance 2023 Income Guidelines

2023	Financial Assistance Eligibility Based on the number of people in your household and your total income, the Town of Newburgh may reduce your share of ambulance bill. Do not hesitate to ask for assistance.								
	1	2	3	4	5	6	7	8	Each Extra Add
Federal Poverty Guideline*	\$13,590	\$18,310	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630	\$4,480
Newburgh Allowance (300% of above)	\$40,770	\$54,930	\$69,090	\$83,250	\$97,410	\$111,570	\$125,730	\$139,890	\$13,440

*Federal Poverty Guideline data from <https://aspe.hhs.gov/poverty-guidelines>

Daily Cash Report

October 21, 2022 – October 21, 2022

Date	Cash Category	Fee Description	Name	ID # / Misc	User ID	Rcpt #	Qty	Pmnt Method	Amount	Total Amount
10/21/22	Conservation	Conservation	DECALS	10/21/2022 /	COUNTER	88022	1	CASH	\$62.00	\$62.00
	Death Certificates	Death Certificate	Peters, Krista Victoria	/	COUNTER	88015	5	CASH	\$50.00	\$50.00
	Dog Licenses (Original)	Female, Spayed	Peabody, Bailey	5873 / 5873	COUNTER	88012	1	CC-Ref #	\$7.50	\$7.50
		Female, Unspayed	Belmore, Anthony	5874 / 5874	COUNTER	88018	1	CASH	\$15.50	\$15.50
		Male, Neutered	Ellis, William	5875 / 5875	COUNTER	88021	#	CASH	\$15.00	\$7.50
	Dog Licenses (Renewal)	Female, Spayed	Packer, Jason	3963 / 16298	COUNTER	88009	1	CK #493	\$7.50	\$7.50
		Female, Spayed	Gagne, Wayne	5486 / 16299	COUNTER	88010	#	CASH	\$15.00	\$7.50
		Male, Neutered	Gagne, Wayne	5485 / 16300	COUNTER	88010	#	CASH	\$7.50	\$7.50
		Male, Neutered	Jones, William	3396 / 16301	COUNTER	88013	1	CASH	\$7.50	\$7.50
		Male, Neutered	Butler, Donald & Fanny	4161 / 16302	COUNTER	88016	1	CASH	\$7.50	\$7.50
		Female, Spayed	Bennett, Claudia	3793 / 16303	COUNTER	88017	1	CK #3666	\$7.50	\$7.50
		Male, Neutered	Lydecker, Leigh	4193 / 16304	COUNTER	88021	#	CASH	\$7.50	\$7.50
	Marriage License (Vitals)	MARRIAGE LICENSE FEE	Corton, Jennifer Lynn	141 / Yr:2022	COUNTER	88014	1	CC-Ref #	\$40.00	\$40.00
		MARRIAGE LICENSE FEE	Hodges, Joshua Hudson	142 / Yr:2022	COUNTER	88019	1	CASH	\$40.00	\$40.00
	Misc. Fees (Photocopies)	Photocopies	Doce, Darren	/	COUNTER	88011	1	CASH	\$5.00	\$5.00
	Plan & Zone (Code Book)	Public Hearing	Lent, Thomas	/	COUNTER	88020	#	CASH	\$300.00	\$50.00
	Plan & Zone (Zba Applic. & Advertising)	Zba Applic. & Advertising	Lent, Thomas	/	COUNTER	88020	#	CASH	\$250.00	\$250.00
Total for: 10/21/2022									\$580.00	\$580.00

indicates a payment that covered multiple transactions
A indicates an amount that is no longer valid due to an adjustment
* indicates an online transaction
If transaction marked incomplete, you must bring up the record in the originating module and click the edit payment breakdown button.

Daily Cash Report

October 21, 2022 – October 21, 2022

Date	Cash Category	Fee Description	Name	ID # / Misc	User ID	Rcpt #	Qty	Pmnt Method	Amount	Total Amount															
	Received Through	Total																							
	COUNTER	\$580.00																							
<table border="0" style="width: 100%;"> <tr> <td>Cash Total:</td> <td style="text-align: right;">\$517.50</td> </tr> <tr> <td>Check Total:</td> <td style="text-align: right;">\$15.00</td> </tr> <tr> <td>Credit Card Total:</td> <td style="text-align: right;">\$47.50</td> </tr> <tr> <td>Debit Card Total:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Money Order Total:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Online Total:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other/Unknown:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Report Total:</td> <td style="text-align: right;">\$580.00</td> </tr> </table>										Cash Total:	\$517.50	Check Total:	\$15.00	Credit Card Total:	\$47.50	Debit Card Total:	\$0.00	Money Order Total:	\$0.00	Online Total:	\$0.00	Other/Unknown:	\$0.00	Report Total:	\$580.00
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