

AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT

This agreement is between the East Fork Fire Protection District, (hereinafter referred to as "EFFPD") and, (hereinafter referred to as "Subscriber") residing at _____ in Douglas County, Nevada 894_____.

This is a contract between EFFPD and the Subscriber to participate in the EFFPD Sierra Saver Ambulance Subscription Program (the "Program"). The Program limits the Subscriber's financial obligation for use of EFFPD's ambulance services, which are not otherwise covered by insurance, to the annual fee amount specified in this agreement. As specified below, and if the terms of the agreement and the Program are met, EFFPD will not charge a Subscriber or a Subscriber's eligible dependents for medically necessary ambulance services.

In consideration of the covenants and consideration contained herein, and other good and valuable consideration, the parties hereto agree as follows:

TERMS OF THIS AGREEMENT

1. **Subscription Period.** The subscription period for the Program is from 12:01 a.m. on January 1 of each year to and including 12:00 midnight on December 31 of the same calendar year. Subscriptions may be purchased or renewed from November 1st through December 31st of each year for the Subscription period beginning January of the following calendar year. If you sign up after December 31st, your enrollment starts the date your application and subscription payment is received.

2. **Subscription Renewal.** This agreement is automatically renewed for additional subscription periods upon the payment of the Subscription fee in effect at the time of the renewal without the need for executing a new agreement. However, EFFPD reserves the right to require subscribers to execute a new agreement upon expiration of a subscription period.

3. **Subscription Fee.** The annual fee for a subscription period, or any portion thereof, is fifty dollars (\$50) for a single or multiple person household with health insurance or one-hundred dollars (\$100) for single or multiple person household with no health insurance. This fee is payable in advance and is a NON-REFUNDABLE FEE. The fee is forfeited in the event the Subscriber moves out of EFFPD's service area or terminates the agreement. No refunds shall be issued in the event the Subscriber abuses this program and membership is terminated pursuant to the terms of this agreement. In the event a Subscriber becomes ineligible after enrollment due to subsection C of paragraph 5, below, EFFPD may refund a portion of the enrollment fee based upon the unexpired program period upon request.

4. **Subscription Benefits.** A Subscriber who has fully executed and satisfied the terms of this subscription agreement and the Program, paid the subscription fee and who meets the eligibility requirements is entitled to no more than three (3) medically necessary basic life support services, advanced life support services or transportation for the subscription period for the subscriber and each of his or her eligible dependents if there is a cost to the District. Payment in full of any ambulance transport by a private insurance company, etc., will not count toward this three transport maximum.

5. **Subscriber Eligibility.** Only people residing within the service area of EFFPD are eligible to enroll themselves and their dependents in the Program. The following people are ineligible:

- a. Anyone with outstanding and unpaid bills for past EFFPD services rendered.
- b. Anyone whose subscription was terminated due to abuse of the Program.
- c. Permanent residents of convalescent homes, nursing homes, rest homes, or similar medical/living establishments.
- d. Corporations, partnerships, associations, cooperatives and all other organizations of people.

6. **Dependent Eligibility.** A Subscriber's dependents who permanently live at the Subscriber's physical place of residence are eligible for the services provided to Subscriber under this agreement at no additional charge. The term dependent includes all persons related to the Subscriber by blood, adoption, or marriage. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber. To be eligible, a Subscriber's dependents, as defined above, must be enrolled with the EFFPD at the time EFFPD ambulance services are provided. It is the sole duty of the Subscriber to inform EFFPD, in writing and during the enrollment period, of any additions or deletions of persons listed as dependents. All changes to a Subscriber's list of eligible dependents must be made at the time this agreement is made or renewed except that new family members arising from birth, adoption, or marriage may be added at any time. In order to be eligible a newly added dependent must be enrolled at least two weeks prior to the use of EFFPD ambulance service.

7. **Limitations on Benefits.** The following are all limitations on the Subscriber's and eligible dependent's benefits:

A. **Medically Necessary Services.** The Subscriber acknowledges and agrees that enrollment in this program does not entitle the Subscriber to use EFFPD's ambulance services or ambulance transportation that is not medically necessary. Medically necessary is defined as a specific need for ambulance services or transportation where use of other services or forms of transportation, such as a private car or taxi, would be medically inappropriate. The absence of alternative services or methods of transportation does not, by itself, constitute medical necessity. If a Subscriber and/or eligible dependent requests EFFPD's ambulance services and it is determined by EFFPD that it was not medically necessary, Subscriber/dependent will be liable for the actual costs incurred in providing such service. If you refuse transport, you may be responsible for the bill. EFFPD reserves the right to require physician certification of medical necessity.

B. **Origination and Destination of Trips and Services.** Only transportation initiated from within EFFPD's service area will be covered by the Program. This constitutes all medically necessary and approved transfers from healthcare facilities within the East Fork Fire Protection District coverage area to other areas within 75 miles. Transportation to any location within EFFPD's service area is covered as well as any medical facility in Douglas County or Carson City with physician approval. In all transportation, the destination shall be governed by existing medical protocols. Subscriber/dependent will be responsible for all costs incurred in transportation to locations not covered by the Program.

C. **Air Ambulance Services and Other Ambulances not included.** The Subscriber/dependent will be responsible for any and all costs incurred for any air flight ambulance services provided. No air ambulance services are provided by EFFPD and are only available through other ambulance operators. EFFPD does not exercise control over these services and they are not included in the Program.

D. **Assignment Prohibited.** Subscriber may not assign any rights and duties under this Agreement without formal approval executed in writing by the EFFPD.

E. **Maximum Transports.** A maximum of three ambulance transports during each calendar year shall be covered under the terms of this agreement for each individual subscriber and each dependent participating in the Sierra Saver Subscription Program. Payment in full of any ambulance transport by a private insurance company, etc., will not count toward this three transport maximum.

8. **No change in EFFPD Duties.** Nothing in the agreement shall be construed as imposing an additional duty on behalf of EFFPD to provide individual or special ambulance services to the Subscriber. The Subscriber understands and acknowledges that EFFPD only owes a duty to provide ambulance services to the general public and that this agreement does not create a special duty or change or alter the general duty or the priority EFFPD establishes for a response to a request for service.

9. **Medical Insurance.** Subscriber acknowledges and agrees that EFFPD has made no representations as to whether a Subscriber should or should not carry any type of insurance. This agreement does not require that a Subscriber carry medical insurance which covers the costs of ambulance service. In the event a Subscriber does carry medical insurance, Subscriber agrees to provide EFFPD all of the insurance information requests at the time of enrollment. Subscriber agrees that EFFPD may seek reimbursement for the actual cost of the services. To facilitate claims processing, Subscriber authorizes such payments to be made directly to EFFPD. If Subscriber receives payment from any insurer, then Subscriber shall immediately forward that payment to EFFPD. If Subscriber fails to remit any such payment to EFFPD, Subscriber's membership shall be terminated and Subscriber will be billed for the full costs of services provided. No reimbursement beyond the limits of the Subscriber's insurance, if any, shall be sought. If the Subscriber or dependent insurance carrier denies a claim as medically unnecessary, EFFPD will exhaust all appeals to accomplish payment. If the appeals fail, the Subscriber/dependent shall be responsible for all costs incurred for the ambulance service provided for that claim.

10. **Liability under this Agreement.** Nothing in this Agreement shall be construed as changing or altering EFFPD'S liability for negligent acts or omissions. With respect to matters covered by this Agreement, the Subscriber hereby agrees to indemnify and hold harmless EFFPD against any and all liability, claims, demands, costs, losses and expenses, including attorney fees, for damage to property or injury including death to persons arising, or asserted to have arisen from the active or passive negligence or actual or alleged breach or default of this Agreement by Subscriber, its agents, representatives, volunteers or employees whether sole or contributory.

11. **General Matters.** This instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding except for rules or conditions of the Program as established by EFFPD. This Agreement may not be enlarged, modified or altered except in writing by EFFPD. Any controversy or claim arising out of, or relating to, this Agreement, or its breach, may be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association and each party agrees to bear its portion of any attorney's fees or costs. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and they do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain. All notices required by this agreement shall be in writing, must be sent to the addresses provided herein and are deemed effective upon placement in the United States Mail, postage prepaid. This agreement shall be enforced and construed according to the laws of the State of Nevada. Portions of this agreement which are held invalid are severable from the rest of the agreement; this agreement may be recorded in the office of the Douglas County Recorder. The preamble and recitals are hereby made a part of this agreement. The address of the Subscriber is as listed above. The address for the EFFPD is as follows:

East Fork Fire Protection District
Ambulance Subscription Division
1694 County Road
Minden, NV 89423
(775) 782-9044

12. **Cancellation.** EFFPD reserves the right to cancel and refund a prorated portion of the Subscriber's enrollment fee based upon the unexpired enrollment period if in the opinion of the Board of County Commissioners of Douglas County the operation of this Agreement is no longer in the best interest of the county. EFFPD will notify all Subscribers through regular mail at least thirty (30) days prior to canceling this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and intend to be legally bound thereby.

Dated this ____ day of _____, 20 ____ .

Member Name (printed)

Member Signature

FOR OFFICIAL USE ONLY

Dated this ____ day of _____, 20 ____ .

Approved by EFFPD (print name)

EFFPD Authorized Signature