

# North Lyon County Fire Protection District

195 East Main Street, Fernley, NV 89408

(775) 575-3310

www.northlyonfire.com

## Ambulance Subscription Program Agreement

This agreement is between the North Lyon County Fire Protection District, (hereinafter referred to as "Fire District") and, \_\_\_\_\_, (hereinafter referred to as "Subscriber"), who resides at (Street address) \_\_\_\_\_ (City & ZIP) \_\_\_\_\_

This is a contract between the Fire District and the Subscriber for the Subscriber to participate in the Fire District's Ambulance Subscription Program, (the "Program"). The Program limits the Subscriber's financial obligation for use of the Fire District'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, The Fire District 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:

- 1) Subscription Period The subscription period for the Program is from 12:01 a.m. on July 1st of each year to and including 12:00 midnight on June 30<sup>th</sup> of the following calendar year. Subscriptions may only be purchased or renewed during the months of May and June for the Subscription period beginning July of that year. Exceptions to the May and June purchase period can be made by the fire chief for good cause shown by the potential Subscriber.
- 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, the Fire District reserves the right to require subscribers to execute a new agreement upon expiration of a subscription period.

Subscription Fee The annual fee for a subscription period, or any portion thereof, is SEVENTY-FIVE DOLLARS (\$75) for a household with more than one qualifying member, and FIFTY DOLLARS (\$50) for a household with only one qualifying member. THIS IS A NON-REFUNDABLE FEE. The fee is forfeited in the event the Subscriber moves out of the Fire District'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.

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 unlimited medically necessary basic, intermediate and advanced life support services and transportation for the subscription period for himself or herself and his or her eligible dependents.
- 3) Subscriber Eligibility Only people residing within the service area of the North Lyon County Fire Protection District 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 Fire District services rendered
  - (b) Anyone whose subscription was terminated as a result of abuse of the program
  - (c) Corporations, partnerships, associations, cooperatives and all other organizations of people.
- 4) Dependent Eligibility A Subscriber's dependents who permanently live at the Subscriber's physical place of residence are eligible for the services provided to the Subscriber under this agreement at no additional charge. The term dependent includes all persons related to the Subscriber by blood, adoption, or marriage. For Subscriber's living in 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 Fire District at the time Fire District ambulance services are provided. It is the sole duty of the Subscriber to inform the Fire District 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.
- 5) Limitation on Benefits
  - a) Medically Necessary Services - The Subscriber acknowledges and agrees that enrollment in this program does not entitle the Subscriber to use the Fire District ambulance services or transportation that is not medically necessary. Medically necessary is defined as 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 the Fire District's ambulance service and it is determined by the Fire District that it was not medically necessary, the Subscriber/dependent will be liable for the actual costs incurred in providing such service. The Fire District reserves the right to require a physician's certification of medical necessity.
  - b) Origination and Destination of Trips and Services - Only transportation initiated from within North Lyon County Fire Protection District service area, Central Lyon County Fire Protection District, Storey County Fire, and Carson City service area will be covered by the program. Transportation to any location within the North Lyon County Fire Protection District service area, Central Lyon County Fire Protection District, Storey County Fire and Carson City service area are covered as well as any medical facility in Reno and Churchill County 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 connection with 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 the North Lyon County Fire Protection District or by Central Lyon County Fire Protection District or by Carson City and are only available through other ambulance operators. The Fire District does not exercise control over these services and they are not included in the Program. Should it be necessary to use another ambulance operator in a mutual aid situation, the costs incurred by that operator are not covered in the Program and are the responsibility of the Subscriber/dependent.

- d) Assignment Prohibited - The Subscriber may not assign any rights and duties under this agreement without formal approval executed in writing by the Fire District.
- 6) No change in Fire District Duties – Nothing in this agreement shall be construed as imposing an additional duty on behalf of the Fire District to provide individual or special ambulance services to the Subscriber. The Subscriber understands and acknowledges that the Fire District only owes a duty to provide ambulance services to the public and that this agreement does not create a special duty or change or alter the general duty or the priority the Fire District establishes for a response to a request for service.
- 7) Medical Insurance – The Subscriber acknowledges and agrees that the Fire District 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; the Subscriber agrees to provide the Fire District all of the insurance information requested at the time of enrollment. The Subscriber agrees that the Fire District may seek reimbursement for the actual cost of the services. To facilitate claims processing, the Subscriber authorizes such payment to be made directly to the Fire District. If the Subscriber receives payment from any insurer, then the Subscriber shall immediately forward that payment to the Fire District. If the Subscriber fails to remit any such payment to the Fire District, the Subscriber's membership shall be terminated, and the 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, the Fire District 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.
- 8) Liability under this Agreement – Nothing in this Agreement shall be construed as changing or altering the Fire District's liability for negligent acts or omissions. With respect to matters covered by this Agreement, the Subscriber hereby agrees to indemnify and hold harmless the Fire District 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 the Subscriber, its agents, representatives, volunteers or employees whether sole or contributory.
- 9) 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 the Fire District. This agreement may not be enlarged, modified or altered except in writing by the Fire district. 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 per 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 Lyon 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 of the North Lyon County Fire Protection District is as follows: 195 East Main Street, Fernley, NV 89408.
- 10) Cancellation – The Fire District 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 Directors of the Fire District, the operation of this agreement is no longer in the best interest of the Fire District. The Fire District 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.

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(Signature of District Representative)

SUBSCRIBER

\_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
(Signature of Subscriber)

NORTH LYON COUNTY FIRE PROTECTION DISTRICT AMBULANCE SUBSCRIPTION AGREEMENT