

## STOREY COUNTY FIRE PROTECTION DISTRICT AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT

*This is not an insurance policy.*

The Subscriber understands that the membership fee for SCFPD's Ambulance Subscription Program covers their portion of SCFPD's ambulance services

that are medically necessary, and that are applied to co-insurance or deductibles by insurance or Medicare.

**\*\*\*If uninsured, the Subscriber understands that their membership fee covers their portion of same services minus a \$200 co pay for which they are responsible.**

**Subscription Period:** The subscription period for the Program is from 12:01 a.m., on the first day of the month following the date an application and payment are received and is effective for one year.

**Subscription Renewal:** This agreement will be renewed each year only upon the payment of the Subscription fee in effect at the time of openenrollment, the confirmation of insurance and contact information on file, and the Subscriber's signature on the current renewal agreement. A courtesy renewal notice will be sent, but it is the subscriber's responsibility to request a renewal if it is not received.

**Subscription Fee:** The annual fees will be determined by SCFPD and are non-transferable and non-refundable. The fee will be forfeited if the Subscriber moves out of or ceases to be employed within the SCFPD'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.

**Subscriber Eligibility:** Medicaid/Med-Cal recipients (due to their own policies), anyone with outstanding and unpaid bills for past SCFPD services rendered, anyone who does not reside or work within Storey County, anyone whose subscription was terminated due to abuse of the Program, residents of convalescent homes, nursing homes, rest homes, or similar medical/living establishments, corporations, partnerships, associations, cooperatives and all other organizations of people are NOT eligible for the Program. The Subscriber verifies that he/she is not a member of any of these ineligible groups.

**Additional Subscribers:** Additional Subscribers must be related to the Head of Household by blood, adoption, or marriage. For those 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, Additional Subscribers must be enrolled at the time SCFPD ambulance services are provided. It is the sole duty of the Head of Household to inform SCFPD, in writing, of any additions or deletions of household members. All changes 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 household member must be enrolled at least two weeks prior to the use of SCFPD ambulance services. Household additions will not be pro-rated and will fall under the existing household subscription period.

**Medically Necessary Services:** The Subscriber acknowledges and agrees that enrollment in this program does not entitle the Subscriber to use SCFPD's ambulance services or ambulance 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 SCFPD's ambulance services and it is determined by SCFPD or insurance provider that it was not medically necessary, Subscriber/dependent(s) will be liable for the actual costs incurred in providing such services. SCFPD reserves the right to require physician certification of medical necessity.

**Origination and Destination of Trips and Services:** Only transportation initiating from within SCFPD's area will be covered by the Program. Transportation to any medical facility in Reno and Carson City will be covered. In all transportation, the destination shall be governed by existing medical protocols. Subscriber will be responsible for all costs incurred in transportation to location not covered by the Program.

**Air Ambulance Services and Other Ambulances not included:** No air ambulance services are provided or controlled by SCFPD. The Subscriber will be responsible for any and all costs incurred for any air flight or non-reciprocating ground ambulance services. A list of reciprocating services may be found on our website. It may be necessary to use another ambulance operator in a mutual aid situation, a local agreement for sending equipment under pre-arranged conditions. This type of agreement is activated when a responding organization requests resources. This is most commonly done for advanced life support services.

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

**Non-resident workers in Storey County:** Subscribers working in but residing outside of Storey County are only covered during working hours and during travel to and from work. Only transportation initiating from within SCFPD's area will be covered by the Program.

**No change in SCFPD Duties:** SCFPD owes a duty to provide ambulance services to the general public. Nothing in the agreement shall be construed as imposing an additional duty on behalf of SCFPD to provide individual, prioritized, or special ambulance response or services to the Subscriber.

**Medical Insurance:** **THIS IS NOT AN INSURANCE POLICY NOR IS IT MEANT TO BE A SUBSTITUTE FOR HEALTH INSURANCE.** The Subscriber agrees to provide all current insurance information at the time of enrollment/renewal and any updates or changes if services are provided. The Subscriber understands that SCFPD will bill and receive payments from the insurer or third party (such as Medicare) and authorizes and assigns all benefits to be paid directly to SCFPD. **If Subscriber receives payment from any insurer, then they shall immediately forward that payment to SCFPD. If Subscriber fails to remit any such payment to SCFPD, their membership shall be terminated and they will be billed for the full costs of services provided.** The Program covers the insured Subscriber's portion of SCFPD's services that are applied to co-insurance or deductibles. If insurance is not active at the time of service, or determines that services are not payable, then the Subscriber will be considered uninsured.

**Uninsured Subscribers:** **THIS IS NOT AN INSURANCE POLICY NOR IS IT MEANT TO BE A SUBSTITUTE FOR HEALTH INSURANCE.** Subscribers/dependents without medical insurance are subject to a two hundred dollar (\$200) copayment per service for the first two services and full charges for every service thereafter.

**Lifetime Signature Authorization:** To facilitate processing, the Subscriber authorizes the release to the Centers for Medicare and Medicaid Services and/or other insurer of any medical information or documentation held by anyone necessary to process a claim nor or in the future, and further assigns and authorizes such payments to SCFPD. The Subscriber permits a copy of this authorization to be used in place of the original.

**Cancellation:** If, in the opinion of the Board of Commissioner's of Virginia City, the operation of this Agreement is no longer in the best interest of the city, SCFPD reserves the right to cancel and refund a prorated portion of the Subscriber's enrollment fee based upon the un-expired enrollment period. SCFPD will notify all Subscribers through regular mail at least third (30) days prior to canceling this Agreement.

**Liability under this Agreement:** Nothing in this Agreement shall be construed as changing or altering SCFPD's liability for negligent acts or omissions. With respect to matters covered by this Agreement, the Subscriber hereby agrees to indemnify and hold harmless SCFPD against any and all liability, claims, demands, costs, losses and expenses, including attorney's 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 alleged breach or default of this Agreement by Subscriber, its agents, representatives, volunteers or employees whether sole or contributory.

**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 SCFPD. This Agreement may not be enlarged, modified or altered except in writing by the County of Storey or SCFPD. 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 Storey County Recorder. The preamble and recitals are hereby made a part of this agreement.

**Every person over the age of 18 must sign this application/renewal form.** Application/renewal for persons under 18 should be signed by their guarantor.

SCFPD is compliant with HIPAA regulations. A copy of our Notice of Privacy Practices is available on request.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age disability (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender."

