



Advanced Life Support Intercept Agreement

This Advanced Life Support Intercept Agreement ("Agreement") made on the date and year set forth below between then Bennington Suburban Fire Protection District #7 (hereinafter "Bennington") and Blair Fire/Rescue, (hereinafter "Blair").

Recitals

WHEREAS, Bennington employees trained emergency medical technicians paramedics, owns advanced life support equipment, including an ambulance, and is able to provide Advanced Life Support ("ALS") intercept services; and

WHEREAS, this Agreement contemplates that these entities will provide mutual aid and protect the safety and lives of the property within the various communities from fire loss, medical emergencies, natural and man-made disasters; and

WHEREAS, Nebraska Law also provides that the parties may contemplate reimbursement for services and assistance rendered to other governmental agencies; and

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, Bennington and Blair, agree as follows:

1. Bennington shall provide Blair with an ALS intercept service when Blair requests such service and Bennington is available to provide such service. When such response is requested and provided to recipients, the billing procedure outlines within this Agreement will be followed.
2. When Bennington provides ALS care and transports in an Bennington vehicle, then Bennington will be responsible for the billing and collection associated with its service.
3. When Bennington provides ALS services and Blair transports the patient in its vehicle:
 - a. Blair will be responsible for the billing and collection associated with the ALS service provided by Bennington as required by CMS regulations.
 - i. The parties shall be jointly and severally liable to CMS for any Medicare overpayment related claims submitted pursuant to this Agreement;
 - ii. Additionally, Bennington shall have reasonable access to claims submitted to CMS for services provided by Blair.
 - b. Blair shall pay Bennington **a flat rate \$300.00** with regard to ALS transports for all patients.
 - c. Bennington Medicare provider number shall only be used when Blair is involved in a transport.
 - d. Blair accepts responsibility and shall defend and hold harmless Bennington to accurately track reimbursements for ALS Intercepts in which Blair provides transport and shall adhere to the guidelines set forth in this Agreement.
4. Bennington and Blair shall each hold each other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense



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of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under *Neb Stat 38-1232 and/or 38-1234* or any subsequent amendment thereto.

5. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
6. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.
7. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.
8. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than set forth herein. Any modification of or amendments to the Agreement must be in writing and executed by both parties.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and as of the date and year set forth herein, and by so signing this Agreement, the signatories below certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

Bennington Fire/Rescue

By: _____

ATTEST:

By: _____

Adopted by Motion dated: _____

Blair Fire/Rescue

By: _____

ATTEST:

By: _____

Adopted by Motion dated: _____