

## **PARAMEDIC BACK-UP SERVICES AGREEMENT**

This **Paramedic Services Agreement** ("Agreement") is by and between Crete Area Medical Center (the "Hospital"), a Nebraska nonprofit corporation located in Crete, Nebraska, and the city of Crete, Nebraska ("City").

### **RECITALS**

**WHEREAS**, Hospital employs paramedics qualified to provide ALS services;

**WHEREAS**, as a benefit to the Crete community, Hospital and City have agreed to cooperate in providing the staffing necessary to provide ALS services as needed by the community;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein and within the parameters of the Paramedic Transfer Service Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. **Responsibilities of Hospital.** Hospital shall employ paramedics to be available as needed for ALS emergency services under this Agreement and the ALS transfer agreement. As employees of Hospital, Hospital will be responsible to pay the paramedic's compensation, provide benefits, pay the cost of employment-related taxes, workers' compensation coverage, and provide professional liability insurance in the amounts specified in Paragraph 7.
  - 1.1. The Hospital paramedic shall assist City, with ALS emergencies when called by the ranking officer or incident commander on scene.
  - 1.2. The Hospital shall provide all controlled medications that will be used by their paramedics for on scene response.
  - 1.3. Notification to City. Hospital shall keep City advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Hospital's obligations under this Agreement. Hospital agrees to meet with City on an as needed basis to review such policies, procedures, and activities. In the event that Hospital policy substantially changes so as to undermine or fundamentally alter the ALS services and availability, it shall be assumed that this Agreement will be void and shall require renegotiation amongst the parties.
2. **Responsibilities of City.** City shall furnish the ambulance, fuel, and all Basic Life Support equipment and supplies to enable the paramedics provided by Hospital to perform their responsibilities under this Agreement. All personnel provided by City shall be volunteers or employees of City. City shall be responsible to pay any compensation, benefits, employment-related taxes, and workers' compensation coverage to its employees or volunteers. City shall be responsible for general commercial liability and professional liability insurance for City and the volunteers/employees of City in the amounts specified in Paragraph 7.
  - 2.1. Requesting Back-up. The ranking officer or incident commander on the scene of a call can contact the hospital to request Paramedic back-up when they determine the services are necessary.

- 2.2. Patient Valuables. City shall document the receipt of any patient valuables, shall assure custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility.
- 2.3. Hospital Notification. City shall keep Hospital advised of its policies, procedures and activities to the extent the same are relevant to the performance of City's obligations under this Agreement. The City agrees to meet with Hospital on an as needed basis to review such policies, procedures, and activities.
3. **General Conditions.** The following general conditions govern the parties' performance under this Agreement:
  - 3.1. **Records.** All records of City are the responsibility and property of City, including responsibility for assuring that all records are complete and accurate as required by law and for Medicare or other third-party reimbursement. The parties acknowledge that the paramedic furnished by Hospital hereunder will complete an e-NARSIS form for each call they are requested to attend.
  - 3.2. **Certifications and Licenses.** City and the Hospital shall maintain all certifications and licenses required by state or local governmental authorities in the state of Nebraska.
  - 3.3. **Confidentiality and Privacy.** The parties agree to maintain the confidentiality of patient information and clinical records in accordance with applicable policy and governing law. This shall include, without limitation, adhering to policies and procedures adopted by Hospital to comply with final rules under the Health Insurance Portability and Accountability Act ("HIPAA") governing the privacy, security, and use of protected health information.
  - 3.4. **Compliance.** The parties agree to comply with all applicable federal and state regulations, including, but not limited to, the requirements of the federal fraud and abuse statute, codified at 42 U.S.C. § 1320a-7b, as amended, and relevant regulations thereto. If applicable to this Agreement, Hospital agrees to make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any other duly authorized representative, the contracts, books, shall maintain all documents and records that are necessary to certify the nature and extent of the cost associated with this Agreement for a period of four (4) years from completion of all services provided under this Agreement, pursuant to Section 1861 (v)(1)(I) of the Social Security Act.
  - 3.5. **Qualifications of Personnel.** All personnel employed by Hospital or City that perform under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. City. Hospital and City agree to furnish reasonable proof of such qualifications upon request.

3.6. Review. The obligations under this Agreement may be reviewed every two (2) years starting September 30, 2026.

4. **Compensation**. Hospital Paramedics called for back-up shall be compensated at the rate of \$45 per hour for the time they spend on the call rounded to the nearest 1/4-hour increment from the time they leave hospital until they return to hospital grounds.

4.1. To receive compensation, hospital shall submit a monthly, detailed invoice by the 5<sup>th</sup> of each month. The detailed invoice shall include individual dates of request for back up, time of call, and length of time spent on the call, rounded to the closest 1/4 hour.

4.2. City shall pay all invoices by the 25<sup>th</sup> of each month so long as the detailed invoice is submitted by the 5<sup>th</sup> of each month.

5. **Billing**. City shall have the sole right and sole responsibility to bill the patient, insurer and/or other third-party payor for all services provided pursuant to this Agreement. Hospital shall not bill any patient or third party for any services rendered under this Agreement.

5.1. Each party hereby agrees:

a. To share all patient care and billing information necessary to submit Medicare insurance, and other claims, including patient care reports and billing slips;

b. To use its best efforts to obtain information not in its possession or control which may be material to the other party's billing determinations; and

c. To notify the other within thirty (30) days of receipt of any request for information or documents related to services provided hereunder from a patient, the Centers for Medicare & Medicaid Services or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the parties billing and patient care practices.

6. **Term and Termination**. The term of this Agreement shall be roughly twenty (20) months, commencing February 4, 2025 and terminating September 30, 2026. This agreement shall be automatically renewed for successive one-year renewal terms thereafter, unless terminated as provided below. Notwithstanding the stated term, this Agreement may be terminated as follows:

6.1. Without Cause. By either party, without cause and without penalty, upon giving not less than thirty (30) days' prior written notice to the other party, specifying the effective date of termination; or

6.2. Supervening Law. By either party upon not less than ten (10) days' prior written notice to the other party specifying the date on which termination will become effective in the event of any action or threatened action by local, state, or federal governmental or accrediting bodies, or any opinion by legal counsel to the effect that any provision of state or federal law or regulation creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice; or

- 6.3. **With Cause.** By either party in the event of breach by the other party, upon giving the other party not less than ten (10) days' prior notice of termination in writing specifying the alleged breach and the date on which termination will be effective; provided that, in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice.
7. **Professional Liability Insurance.** Each party shall maintain professional liability insurance coverage with minimum limits of \$1,000,000 per claim, and \$3,000,000 annual aggregate. If a party is unable to maintain professional liability insurance with such minimum limits, the party shall immediately notify the other party. If, at any time after termination of this Agreement, but prior to the expiration of any statute of limitations period that might apply to any acts or omissions of a party occurring during the term of this Agreement, a party shall cease to maintain the liability insurance required by this Paragraph 7, the party shall purchase from an insurance carrier a tail policy covering acts or omissions occurring during the term of this Agreement as to which claims may then still be asserted. The tail policy shall be purchased in commercially reasonable amounts. The obligations contained in this Paragraph 7 shall survive the termination of this Agreement. Upon request, either party shall provide the other with proof of such insurance and such tail coverage. Further, each party agrees to accept and is responsible for its own acts and omissions in providing services under this Agreement, as well as those acts or omissions of its employees and agents and nothing in this Agreement shall be construed as placing any responsibility for such acts or omissions onto the other party.
8. **Independent Contractor.** The parties to this Agreement are independent contractors to one another and nothing in this Agreement shall be deemed to create a relationship of principal and agent between the parties. Additionally, nothing in this Agreement shall be construed to create an employer/employee, master/servant or partnership/joint venture relationship between the parties. Each party shall be exclusively responsible for selecting, supervising and compensating its own employees and/or representatives in the performance of their responsibilities under this Agreement. Neither party shall have the authority to bind the other or to transact business in the name of the other nor to make representations or promises on behalf of the other except as it expressly granted under this Agreement.
9. **No Intent to Induce Referrals.** There is no Agreement, express or implied, between Hospital and City governing the referral of patients or business. Both parties are expressly authorized, encouraged, and required to make all judgments regarding referrals solely on the basis of the patient's demonstrated clinical needs and the qualifications of available services and agencies.
10. **Treatment Policies.** City and Hospital agree to follow protocols established and approved by their individual medical directors. In the event the protocols are in conflict, the Hospital agrees to abide by the City's treatment policies and specifically agrees to: (i) provide all necessary emergency diagnosis and care strictly without regard to ability to pay; (ii) provide services to Medicare, Medicaid and other public program participants without discrimination; and (iii) provide all necessary services without regard to race, color, sex, age, handicapping condition, or other factors unrelated to the patient's

need for services and City's ability to provide such services, but always subject to City's and paramedic's medical judgment about the clinical need and appropriateness of services.

**11. Indemnification.**

11.1. City hereby agrees to indemnify, defend, and hold harmless Hospital, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any and all claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "Losses") incurred, suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of City and (ii) City's performance of its obligations under this Agreement.

11.2. Hospital hereby agrees to indemnify, defend, and hold harmless City, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of Hospital and (ii) Hospital's performance of its obligations under this Agreement.

12. **No Exclusion.** Both parties hereby represent and warrant that they have not at any time been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Both parties hereby agree to immediately notify the other party of any threatened, proposed or actual exclusion from any federally funded program, including Medicare and Medicaid. In the event that either party is excluded from any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that either party is in breach of this paragraph, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

13. **Notices.** Any notice required to be given by this Agreement shall be sufficient if communicated orally or in writing and, if in writing, either hand delivered or mailed by United States Mail, postage prepaid, or by telefax or other written means designed to come to the attention of the addressee promptly. Notice requiring immediate communication must be provided via telephone or e-mail. Notice shall be given as follows, or at such other address designated in writing by the parties:

If to Hospital:  
Crete Area Medical Center  
2910 Betten Drive  
P.O. Box 220  
Crete, NE 68333  
Attn: CEO  
Via email: [legaldepartment@bryanhealth.org](mailto:legaldepartment@bryanhealth.org)

If to City:  
Tom Ourada  
P.O. Box 86  
Crete, NE 68333  
Via email:  
[tom.ourada@crete.ne.gov](mailto:tom.ourada@crete.ne.gov)

14. **Miscellaneous.** The following miscellaneous provisions shall be in effect throughout the term of this Agreement:

14.1. **Amendment.** No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by both parties.

14.2. **Assignment.** This Agreement may not be assigned or transferred, nor may any of the duties or responsibilities be assigned or transferred except by written signed agreement of both parties.

14.3. **Binding Effect.** All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, and their heirs, legal representatives, successors and permitted assigns.

14.4. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the state of Nebraska.

14.5. **Interpretation.** This Agreement is the result of negotiation between the parties, and no ambiguity herein shall be construed against either party because of that party's role in drafting this Agreement.

14.6. **Entire Agreement.** This Agreement, together with any exhibits or schedules hereto, constitute the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this document, the express provisions of the schedule or exhibit shall control.

14.7. **Copies/Signatures.** A fully executed facsimile or electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.

14.8. **Recitals.** The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

14.9. **No Legal Disability.** Each party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such party in breach of any contractual or legal obligation to a third party.

14.10. **No Third-Party Beneficiaries.** This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the

effect of conferring nay rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed, in duplicate, this Agreement as of the date set forth below.

CRETE AREA MEDICAL CENTER

By: \_\_\_\_\_

Its: CEO

Date: \_\_\_\_\_

CITY OF CRETE, NEBRASKA

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_