

## Intercept Service Agreement

WHEREAS, Shirley Fire Department, hereinafter referred to as the Requesting Unit, desires to enter into an agreement for the provision of Advanced Life Support services, hereinafter referred to as A.L.S. services, by and through the Greenfield Fire Department as the Provider Unit of the Greenfield Fire Territory, hereinafter referred to as the Provider, have entered into this agreement this 1<sup>st</sup> day of January, 2023, the terms of which are as follows:

1. Upon notification of the Requesting Unit for the need of A.L.S. services, the Provider shall meet personnel of the Requesting Unit at an agreed upon location for the commencement of said services, hereinafter referred to as a Medical Intercept using State of Indiana Certified Advanced Life Support Vehicles.

2. The Provider agrees to provide all necessary staff, equipment, vehicles and expertise to provide the requested A.L.S. services.

3. The Requesting Unit shall, as part of its obligation under this agreement, do the following prior to arrival of the Provider personnel at the agreed upon location:

- a. Initial scene response.
- b. Selection of initial appropriate treatment for patient.
- c. Maintaining vehicles to operate in a safe and reliable manner.
- d. Maintaining Basic Life Support equipment to be used on above said vehicles.
- e. Conduct and training of personnel operating the vehicle listed in c. & d. above.

4. Each party agrees that their respective services shall be provided in conformity with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Fair Debt Collection Practices Act, and any other state or federal applicable law, rule or regulation.

5. Each party agrees that they shall provide to the other party and remain current all certifications and licenses of their respective personnel to perform their respective obligations under the terms of this agreement.

6. If the Requesting Unit is a not-for-profit service, the Requesting Unit shall bill the transported patient / patients' insurance carrier for the

services rendered by the Provider and shall be entitled to retain all sums collected as a result of said billing.

7. The Provider will not bill the Requesting Unit if called and it is found that ALS is not required and the provider does not assist in the transport.

8. If the Requesting Unit is a not-for-profit service, the Provider shall bill the Requesting Unit an A.L.S. intercept fee in conformity with the Rate Schedule set forth below, which fee, the Requesting Unit shall pay to the Provider no later than sixty (60) business days after issuance of the invoice. Any invoice remaining unpaid thereafter shall accrue interest at the rate of one percent (1%) per month until paid in full. If the Requesting Unit is a for-profit service, the Provider shall invoice the Requesting Unit a flat rate charge to render the A.L.S. services, all as described in the Rate Schedule set forth below. All such invoices shall be paid no later than sixty (60) business days after issuance of the invoice, with any invoice remaining unpaid thereafter to accrue interest at the rate of one percent (1%) per month until paid in full.

9. Each party agrees that on a quarterly basis the Provider will allow a credit to the Requesting Unit for any billing write off by the Requesting Unit. This must be requested in writing with documentation of the write off.

10. Whichever party to this agreement shall be considered the Transporting Entity shall bill Medicare, Medicaid, any third party payer or carrier, or the patient, its full general, public rate and charges for A.L.S. services.

11. Each party agrees that at all times they will, at their own expense, maintain such liability insurance as required by their governing body or the State of Indiana. Furthermore, in addition thereto, each party, its officers, directors, and employees (Indemnitor) shall indemnify, defend and hold harmless for, from and against the other, its officers, directors, and employees (Indemnitee) for, from and against all costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including but not limited to settlements, defense costs, judgments, court costs, expert fees and reasonable fees of attorneys, incident to, and which it may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of any applicable law, to the extent that such damage was caused by, in whole or part, incident to or

arose out of this agreement and the Indemnitor (i) breach of this agreement; or (ii) negligent or willful act(s) or omission(s); or (iii) violation of governmental law, regulation, order or rule; or (iv) any employment, workers compensation or other related claim by Indemnitor employees, agents or subcontractors. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable law.

12. This agreement shall be for an initial term of one (1) year from the date of this agreement and shall automatically renew for an additional one (1) year period each year at the anniversary date thereof, unless and until notification of intent to not renew said agreement shall be mailed certified mail, return receipt requested to the non-terminating party no less than thirty (30) days prior to the renewal date, in which event, the agreement shall terminate at the end of the then current term. However, nothing contained herein shall prevent either party from terminating this agreement by notifying the non-terminating party by certified mail, return receipt requested, no less than thirty (30) days prior to the termination date, all of which may be done with or without cause.

Rate Schedule

<u>Not-for-Profit Flat Fee Advanced Life Support Medical Intercept</u>	\$250.00
<u>For-Profit Manpower (ALS/BLS) Charge</u>	\$75.00 Per Person / Per Hour

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representative on this 27 day of DECEMBER 2021.

Greenfield Fire Territory

  
Name: Jason Horning

Title: Deputy Fire Chief

Shirley Fire Department

As the Requesting Unit

Name JAMES FLOREA

Title Chief

Address:

212 Main St

Shirley IN 47384