

## AMBULANCE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

1. **Subscription Period:** The subscription period for the Program is from 12:01 a.m. on July 1 of each year to and including 12:00 midnight on June 30 of the following calendar year. Subscriptions may be purchased or renewed during the months of May and June for the Subscription period beginning July of that year.
2. **Subscription Fee:** Annual fees will be determined before the enrollment period by the Fire District. Fees are due upon submission of application and are NON-REFUNDABLE. The fee is forfeited in the event the Subscriber moves out of the Fire District's service area or terminates the membership. No refunds shall be issued in the event the Subscriber abuses this program and membership is terminated pursuant to the Terms and Conditions. In the event a Subscriber becomes ineligible after enrollment due to subsection C of paragraph 5 below, The Fire District will refund a portion of the enrollment fee based upon the unexpired program period.
3. **Subscription Benefits:** A Subscriber who agrees to the Terms and Conditions of the Program, has paid the subscription fee and who meets the eligibility requirements is entitled to a maximum of three (3) medically necessary ambulance transports for each subscribed household member with basic, intermediate and advanced life support services for the subscription period.
4. **Subscriber Eligibility:** Only people residing within the service area of the Central 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 due to abuse of the program.
  - c) Residents of convalescent homes, nursing homes, rest homes or similar medical/living facilities.
  - d) Corporations, partnerships, associations, cooperatives and all other organizations of people.
5. **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 at no additional charge. The term dependent includes all persons related to the Subscriber by blood, adoption, or marriage. For Subscribers living in multi-unit or apartment buildings, 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 in the Program at the time Fire District ambulance services are provided.
6. **Limitation on Benefits:** The following are all limitations on the Subscriber's and eligible dependents' 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 Central Lyon County Fire Protection District service area, or by Carson City Fire Department, East Fork Fire Protection District, North Lyon County Fire Protection District and Storey County Fire Protection District Ambulance will be covered by the program. Transportation to receiving hospitals in Carson City, Washoe County, Douglas County, Churchill County and Lyon County are covered. 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 Fire District 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 the Terms and Conditions without formal approval executed in writing by the Fire District.
7. **No change in Fire District Duties:** Membership in Program does not impose 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 general 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.
8. **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. 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.

9. Liability: Membership in the Program does not change or alter the Fire District's liability for negligent acts or omissions. With respect to matters covered by Program Terms and Conditions, 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 the Terms and Conditions by the Subscriber, its agents, representatives, volunteers or employees whether sole or contributory.
10. General Matters: Any controversy or claim arising out of, or relating to, the Terms and Conditions, 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 the Terms and Conditions 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 the Terms and Conditions 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. The Terms and Conditions shall be enforced and construed according to the laws of the State of Nevada. Portions of the Terms and Conditions, which are held invalid, are severable. The Address of the Central Lyon County Fire Protection District is as follows: 246 Dayton Valley Road, Suite 106, Dayton, NV 89403.
11. 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 Program 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 Program.