

DIRECTIVE  
ORDER **13008**



0013008

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached Memorandum of Understanding is for the City of Lincoln, Lincoln Fire & Rescue response to Unadilla Volunteer Rural Fire District to provide ALS emergency ambulance service, outside the corporate limits of the City and within the borders of the district to the extent and in the manner set forth. This contract is hereby approved and I have executed the same on the behalf of the City.

4/29  
The City Clerk is directed to return copies of the contract to Sandy Yost, Fire Administration, Lincoln Fire & Rescue, one of which is for Unadilla Rural Fire District and one for Lincoln Fire & Rescue.

Dated this 29<sup>th</sup> day of April, 2015

Approved as to form & Legality:

City Attorney

Approved:

Fire Department

Approved:

Finance Department

**FILED**

APR 29 2015

CITY CLERK'S OFFICE

This Memorandum of Understanding is entered into this 23 day of APRIL, 2015, by and between the City of Lincoln Fire and Rescue Department (LFR) and Unadilla Volunteer Fire and Rescue (Unadilla)

WHEREAS, Unadilla has requested ALS/intercept assistance from LFR; and

WHEREAS, Unadilla and LFR agree that it is mutually beneficial that the Parties cooperate at times for ALS Emergency Ambulance Service; and

WHEREAS, LFR is willing to provide ALS assistance when called upon by Unadilla Fire District.

NOW THEREFORE the City and Unadilla hereby agree to the following terms and conditions:

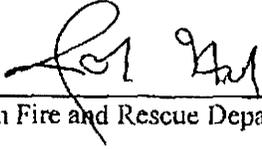
1. The term of this agreement will be from May 1, 2015, to April 30, 2018, unless terminated by either party.
2. Should Unadilla need ALS assistance from LFR Unadilla may call dispatch to request an intercept
3. The parties agree to comply with all applicable state and federal laws, rules and regulations that govern the practices and procedures under which the parties or their employees, representatives, consultants, and subcontractors is/are licensed and shall act within the parameters of all applicable ethical and professional standards in providing the services.
4. The parties agree to comply with all obligations, duties and responsibilities required by the HITECH Act (the Health Information Technology for Economic and Clinical Health Act of 2009) and Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or their relevant regulations.
5. LFR will bill Unadilla on a per call basis. The fees will be based on the per call rate charged to rural fire districts and villages. The rate is adjusted September 1 of each year. The fee is subject to review by LFR should the volume of requests increase.

LFR will submit an invoice to Unadilla Volunteer Fire and Rescue, 522 Main St. P.O. Box 15, Unadilla, NE 68454. All payments shall be submitted to Lincoln Fire & Rescue, 555 S. 10<sup>th</sup> St, Box 28, Lincoln NE 68508. Unadilla may request the patient care report

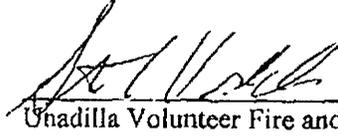
for billing purposes by contact Sherrie Meints at 402-441-6686 or Teresa Guenther at 402-441-8353.

6. Should this Agreement be terminated, each Fire District shall only be responsible for payment of services that have been provided up to the date of termination.
7. Either party may terminate this agreement at any time and for any reason upon providing the other party written notice of such termination.
8. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the City shall not be deemed to be employees of the Fire District and employees of the Fire District shall not be deemed to be employees of the City. The City and the Fire District shall be responsible to their respective employees for all salary and benefits. Neither the City's employees nor the Fire District's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. City shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation. Fire District shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation. The parties acknowledge that some Lincoln Fire and Rescue Department personnel, during their off duty hours, may work in a volunteer or paid capacity with the Fire District. The City shall not be responsible for the payment of salary and benefits, including workers compensation, for such personnel while they are off duty from the Lincoln Fire Department and are performing services in a volunteer or paid capacity for the Fire District.
9. This Memorandum of Understanding may be amended by written amendment executed by both LFR and Unadilla.

AGREED AND APPROVED:



Lincoln Fire and Rescue Department



Unadilla Volunteer Fire and Rescue

Title: Chief

Title: Chief

Date: 4/23/15

Date: 4-22-2015