



Mayor Chris Beutler

EXECUTIVE ORDER

087258

Smart# 14060039



87258

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

The attached contract is for the City of Lincoln, Lincoln Fire & Rescue response between the rural fire districts, villages, and cities for response into the county area. This contract is hereby approved and I have executed the same on the behalf of the City.

6/23

The City Clerk is directed to return two copies of the contract to Sherrie Meints, EMS Business Manager at Lincoln Fire & Rescue, one of which is for Greg Hall, LCEMS Committee Chair.

Dated this 20th day of June, 2014

Chris Beutler, Mayor

Approved as to form & Legality:

Approved:

City Attorney

Fire Department

Approved:

Finance Department

9-1-13 - 8-31-14

**AGREEMENT BETWEEN THE RURAL FIRE DISTRICTS AND VILLAGES
AND THE CITY OF LINCOLN**

THIS AGREEMENT, made and entered by and between the Rural Fire Districts and Villages enumerated herein, and in Attachment A, hereinafter collectively referred to as "Fire Districts" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City"

WHEREAS, Neb. Rev. Stat. '35-514.02 provides that a rural and suburban fire protection district may establish an emergency medical service, including the provision of scheduled or unscheduled ambulance service, . . . may enter into agreements under the Interlocal Cooperation Act and the Joint Public Agency Act for the purpose of establishing an emergency medical service . . . may contract with any city, person, firm, corporation, or other fire protection district to provide such services, may expend funds of the district, and may charge a reasonable fee to the user; and

WHEREAS, Neb. Rev. Stat. §13-303 provides that [T]he governing bodies of cities and villages may establish an emergency medical service, including the provision of scheduled and unscheduled ambulance service, as a governmental service either within or without the county or municipality, as the case may be. . . . [T]he governing body may contract with any city, person, firm, or corporation licensed as an emergency medical service for emergency medical care by out-of-hospital emergency care providers. Each may enter into an agreement with the other under the Interlocal Cooperation Act or Joint Public Agency Act for the purpose of establishing an emergency medical service or may provide a separate service for itself; and

WHEREAS, the Fire Districts desire to ensure that there is Emergency Ambulance Service and Advanced Life Support (ALS) services within the Fire Districts; and

WHEREAS, the Fire Districts have caused to be prepared, in accordance with law, Specifications, and other Contract Documents for the Emergency Ambulance Services herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Emergency Ambulance Services, to-wit:

**LANCASTER COUNTY, NEBRASKA, EMS COMMITTEE REQUEST FOR PROPOSAL -
AMBULANCE SERVICES:** and

WHEREAS, the City, in response to such advertisement, has submitted to the Fire Districts, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the Fire Districts have opened, examined, and canvassed the Proposals submitted in response to such advertisement and as a result of such canvass has determined and declared the City to be the best choice for the said Emergency Ambulance Services. A copy of the City's Proposal submitted to the Lancaster County Mutual Aid Association on May 28, 2008 is attached to and made a part of this Contract; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. ' ' 13-801 et seq. (Reissue 1997), permits units of local governments in the State of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, the Lincoln Fire Department is charged with the responsibility of providing Emergency Ambulance Service in the City of Lincoln, Nebraska; and

WHEREAS, the Fire Districts and the City agree that it is mutually beneficial to provide Emergency Ambulance Service to all areas of the Fire Districts; and

WHEREAS, the City of Lincoln is willing to have the Lincoln Fire Department provide Emergency Ambulance Service to all areas of the Fire Districts; and

WHEREAS, the Fire Districts desire to contract with the City for the Emergency Ambulance Service provided by the Lincoln Fire Department and supported by the resources of the Lincoln Fire Department, as dedicated in 2006; and

WHEREAS, the Fire Districts are willing to contract for the rendition of Emergency Ambulance Services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

The City, on behalf of the Lincoln Fire Department, agrees to provide Emergency Ambulance Service outside the corporate limits of the City and within the borders of Fire Districts to the extent and in the manner hereinafter set forth:

1) The City shall provide Emergency Ambulance Service, and the readiness to provide such service, outside the Lincoln City limits, but within the boundaries of each of the Fire Districts and parties listed in Attachment "A" and as diagramed in Attachment "D". The City agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities which are necessary for the performance of Emergency Ambulance Service in the Fire Districts, except as provided in paragraph 6(a)(4) of this agreement; (b) furnish all materials, supplies, and equipment specified to be incorporated into and which are necessary for the performance of Emergency Ambulance Service in the Fire Districts, except as provided in paragraph 6(a)(4) of this agreement (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all services and work included in and covered by the Fire Districts award of this Contract to the City, such award being based on the acceptance by the Fire Districts of the City's Proposal, a copy of which is attached to and made a part of this Contract. For purposes of this Agreement, Emergency Ambulance Service shall mean causing a response to a request, through the Lincoln-Lancaster County Communications Center (911) for service, when called upon to respond per the EMS Response Dispatch Schedule maintained by the Lincoln-Lancaster County Communications Center, attached hereto, and incorporated herein, as Attachment B.

2) All matters relating to the duties, standards of service, discipline of employees, rendition of performance, training, and other such matters incident to the performance of this Agreement and the

personnel employed in the performance of this Agreement shall be under the exclusive control of the City. In exercising this control, the City shall give due consideration to those complaints and reasonable requests of the Fire Districts which are properly brought to its attention.

3) The City and its agencies shall assume responsibility for supplying all supervision of its employees and agents, and will not be responsible for the supervision of the employees and agents of the Fire Districts. The City shall be responsible for supplying all materials, communications, and equipment, (including vehicles) which are necessary for the performance of Emergency Ambulance Service in the Fire Districts. Maintenance and replacement of vehicles and all other equipment used in the performance of Emergency Ambulance Service shall be pursuant to Lincoln Fire Department policy and procedure and all laws, rules, and regulations that govern the maintenance and replacement of emergency ambulance vehicles and equipment.

4) The City warrants that it and its employees, representatives, consultants, and subcontractors shall abide by all the laws, rules, and regulations that govern the practices and procedures under which the City or its 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.

5) The City agrees that it, and its employees, representatives, consultants, and subcontractors, at all times during the contract, shall be properly licensed and/or certified to provide the services they perform pursuant to this agreement.

6) The City shall be paid separately by each Fire District according to the specific amounts allocated to each Fire District as provided in Attachment C. The City shall be paid in four (4) quarterly payments as follows: Each separate Fire District shall pay the City one-fourth (1/4) of the specific amount allocated to such Fire District as provided in Attachment C, on December 15, 2013; March 15, 2014; June 15, 2014; and August 31, 2014. Each Fire District shall not be responsible or jointly and severally liable for the financial obligations and amounts due by any other Fire District pursuant to this agreement. 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.

a) Additionally the parties agree and acknowledge the following:

1. The City will bill the "financially responsible party" when a transport occurs in a City ambulance and shall retain all amounts collected therefrom. The "financially responsible party" shall not include the Fire Districts, and the Fire Districts shall not be billed when a transport occurs in a City ambulance, unless the Fire Districts are the "financially responsible party" pursuant to law. Nothing in this agreement shall limit any rights or remedies that the City may have or choose to exercise in collection of any amounts due from the "financially responsible party";
2. When the City intercepts and a transport is done in an ambulance not owned by the City, the transporting agency will bill the financially responsible party (patient) as they deem appropriate and will retain all collected amounts there from;
3. In order to facilitate an efficient and effective billing process, the Fire Districts hereby authorize the City, if requested by the Fire District, to forward patient care reports related to billings to any billing service hired by the Fire Districts, provided

that said billing services have previously entered into Business Associate agreements with the City.

4. The response by the City outside the boundaries of the Fire Districts listed in Attachment A will be subject to available resources on a mutual aid basis;
5. The parties will determine a mutually acceptable means of sharing supplies and equipment, in keeping with federal guidance on the issue, in order to create the most efficient and effective patient care system.
6. Obligations for each Fire District have been developed using the methodology in Attachment E and all parties agree that Attachment E shall replace Sections 21 and 22.3 in the City's response to the request for proposals;
7. All parties agree to changes that the reporting requirements as originally agreed to in Section 5.6 of the City's response to the request for proposals and shall be modified as set for in Attachment F. A sample of said reporting requirement is provided in Attachment G.
8. Nothing in this agreement shall limit the Fire Districts from entering into agreements with other mutual aid departments.

7) The term of this Agreement shall be from September 1, 2013 to August 31, 2014, unless terminated by either party.

8) The City or the Fire Districts may terminate this agreement at any time and for any reason, with or without cause, upon providing the other party written notice of such termination not less than thirty (30) days prior to the effective date of termination.

9) Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, employees, and agents from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, employees, or agents.

10) 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 Districts and employees of the Fire Districts shall not be deemed to be employees of the City. The City and the Fire Districts shall be responsible to their respective employees for all salary and benefits. Neither the City's employees nor the Fire Districts' 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 Districts 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 Department personnel, during their off duty hours, work in a volunteer or paid capacity with the Fire Districts. 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 Districts.

11) Neither the Fire Districts nor the City shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to the Agreement. The foregoing notwithstanding, it is understood that the City may cause the services to be provided hereunder by use of contractors as allowed under State law or Section 7.08.010 of the Lincoln Municipal Code.

12) If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13) Each party agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14) The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

15) By incorporation, this Agreement requires the City to achieve certain response time goals, as set forth in the City's Proposal including sections 5.1 and 5.2. This Agreement does not require that on each particular call a particular response time be achieved. Rather, this Agreement is intended to provide objective standards for purposes of evaluating, on a system-wide basis, the proficiency of the service being provided. This Agreement is not intended to and does not waive any immunities or defenses otherwise available to the parties, its employees, agents, or volunteers through city, state, or federal law, including but not limited to defenses and immunities set forth in the Emergency Medical Services Act and the Nebraska Political Subdivisions Tort Claims Act.

16) The Fire Districts shall use reasonable efforts to inform the City of road, weather, bridge, or other conditions affecting the City's response to a request for service.

17) The Contract Documents comprise the Contract, and consist of the following:

1. This Contract Agreement
2. Attachments A thru G
3. The City of Lincoln, Nebraska and Lincoln Fire and Rescue Proposal for Lancaster County Ambulance Service, Submitted May 28, 2008; Responses to Questions, dated June 17, 2008, from Chief Niles Ford; and responses to Addendum #1.
4. The Lancaster County, Nebraska, EMS Committee Request for Proposal - Ambulance Services and Addendum #1.

This Contract Agreement, together with the other Contract Documents listed above form this Contract, and are a part of the Contract as if hereto attached. The parties agree that the terms and condition of this Contract Agreement shall prevail and govern in the case of any inconsistent terms that appear in the other Contract Documents. In the event of silence or ambiguity in the Contract Agreement, the Contract Documents shall be referred to in the prioritized order listed above.

The City and the Fire Districts hereby agree that all the terms and conditions of the Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this ^{4th} 20 day of June, 2014, by the City of Lincoln of Lancaster County Nebraska.

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN

Chris Beutler
Chris Beutler, Mayor of Lincoln

EXECUTED this 2 day of Dec, 2013, by the Village of Adams.

VILLAGE OF ADAMS OF GAGE
COUNTY, NEBRASKA

BY: Chris Ghin

TITLE: Village Chairman

The Village of Adams does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the Village of Adams at:

Mailing Address: PO Box 41
City, State, Zip: Adams NE 68301

The Village of Adams authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: _____

Address: _____ City _____ Zip _____

E-Mail: _____ Phone _____

EXECUTED this 11 day of Dec, 2012, by Bennet Rural Fire District.

BENNET RURAL FIRE DISTRICT OF LANCASTER COUNTY,
NEBRASKA

BY: [Signature]

TITLE: Pres



Bennet Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Bennet Rural Fire District at:

Mailing Address: Bennet does not bill for services

City, State, Zip: _____



Bennet Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name _____

Billing Company Address _____

Billing Company City/State/Zip _____

Financial invoices shall be mailed to:

Name: _____

Address: _____ City _____ Zip _____

E-Mail: _____ Phone _____

EXECUTED this 22 day of November, 2013, by Ceresco Rural Fire District.

CERESCO RURAL FIRE DISTRICT OF SAUNDERS COUNTY,
NEBRASKA

BY: Russel J. Swanson

TITLE: President

- Ceresco Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Ceresco Rural Fire District at:

Mailing Address: PO Box 14

City, State, Zip: CERESCO, NE 68017

- Ceresco Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name	<u>Sue Roberts</u>
Billing Company Address	<u>Customized Billing Service</u>
Billing Company City/State/Zip	<u>2500 West Waverly Rd. 2280 Orchard St.</u> <u>Raymond, NE 68428 Lincoln, NE 68503</u>

Financial invoices shall be mailed to:

Name: Mike Eden

Address: PO Box 14 City CERESCO zip 68017

E-Mail: _____ Phone 402-450-9200

EXECUTED this 17 day of DECEMBER, 20 13, by the Village of Clatonia.

VILLAGE OF CLATONIA OF GAGE
COUNTY, NEBRASKA

BY: [Signature]

TITLE: CHAIRPERSON

The Village of Clatonia does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Village of Clatonia:

Mailing Address: PO Box 82

City, State, Zip: Clatonia NE 68328

The Village of Clatonia authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: Greg Hasenbr

Address: 223 N Douglas City Wilber Zip 68465

E-Mail: ghasenbr@lfrb.com Phone 402 821-2241

EXECUTED this 25 day of Nov, 2013, by Cortland Rural Fire District.

CORTLAND RURAL FIRE DISTRICT OF GAGE AND
LANCASTER COUNTY, NEBRASKA

BY: Rick Meints

TITLE: Chairman

Cortland Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Cortland Rural Fire District at:

Mailing Address: **PO Box 98**
City, State, Zip: **Cortland, NE 68331**

Cortland Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name Cortland Fire + Rescue

Billing Company Address PO Box 98

Billing Company City/State/Zip Cortland, Ne. 68331

Financial invoices shall be mailed to:

Name: Larry Behrends

Address: 1800 5th Rd City Firth Ne zip 68358

E-Mail: _____ Phone 402-798-7477

EXECUTED this 21st day of October, 2013, by the Village of Douglas.

VILLAGE OF DOUGLAS OF OTOE
COUNTY, NEBRASKA

BY: [Signature]

TITLE: Chairman

The Village of Douglas does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the Village of Douglas at:

Mailing Address: Douglas Fire and Rescue Box 72 1117 Main St.
City, State, Zip Douglas NE 68344

The Village of Douglas authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name E.M.S. Billing Services Inc.
Billing Company Address 6907 North 100 2nd Circle Box 64188
Billing Company City/State/Zip Omaha NE ~~68132~~ 68164

Financial invoices shall be mailed to:

Name: Kevin Hartman
Address: 1120 W ROAD City Douglas Zip 68344
E-Mail: douglas.rescue@YAHOO.com Phone 402-799-2033 Home
KEVIN HARTMAN@WINDSTREAM.COM 402-499-3295 Cell

EXECUTED this 22 day of Jan, 2014, by Elmwood Rural Fire District.

ELMWOOD RURAL FIRE DISTRICT OF CASS
COUNTY, NEBRASKA

BY: Annette M Brunns

TITLE: clerk

Elmwood Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Elmwood Rural Fire District at:

Mailing Address: **PO Box 3**
City, State, Zip: **Elmwood, NE 68349**

Elmwood Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name EMS Billing Services, Inc
Billing Company Address PO Box 1641880
Billing Company City/State/Zip Omaha NE 68164

Financial invoices shall be mailed to:

Name: Elmwood Rural Fire District
Address: PO Box 3 City Elmwood Zip 68349
E-Mail: edblunt@yahoo.com Phone _____

EXECUTED this 19 day of November, 2013, by Firth Rural Fire District.

FIRTH RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: Eri Golan

TITLE: Rural Board President

Firth Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Firth Rural Fire District at:

Mailing Address: 369 PO Box #
City, State, Zip: Firth, NE 68358
Panama 68419

Firth Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name ADAR

Billing Company Address _____

Billing Company City/State/Zip _____

Financial invoices shall be mailed to:

Name: Dee Harris

Address: PO Box 369 City Panama Zip 68419

E-Mail: dharris5@windstream.net Phone 402 788 7829

DD Harris 5 @ windstream.net

EXECUTED this 29th day of October, 2013, by the Village of Greenwood.

VILLAGE OF GREENWOOD OF CASS
COUNTY, NEBRASKA

BY: [Signature]

TITLE: [Signature]

The Village of Greenwood does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the Village of Greenwood at:

Mailing Address: _____

City, State, Zip: _____

* The Village of Greenwood authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: Village of Greenwood

Address: PO Box 190 City Greenwood Zip 68366

E-Mail: villageclerk@windstream.net Phone 402.789.2300

EXECUTED this ____ day of _____, 20____, by Hallam Rural Fire District.

HALLAM RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: Re Hawes

TITLE: President

- Hallam Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Hallam Rural Fire District at:

Mailing Address: _____

City, State, Zip: _____

- Hallam Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: EMS Billing Services, Inc
Billing Company Address: PO Box 641880
Billing Company City/State/Zip: Omaha, NE 68164

Financial invoices shall be mailed to:

Name: Hallam Rural Fire Protection District
Address: PO Box 62 City Hallam Zip 68368
E-Mail: ts75027@gmail.com Phone _____

TS75027

TOM.

EXECUTED this 11th day of November, 2013, by Hickman Rural Fire District.

HICKMAN RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: Michael S. Mitchell

TITLE: Hickman Rural Fire District Board President

Hickman Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Hickman Rural Fire District at:

Mailing Address: **630 Chestnut St.**
City, State, Zip: **Hickman, NE 68372**

Hickman Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name N/A

Billing Company Address _____

Billing Company City/State/Zip _____

Financial invoices shall be mailed to:

Name: Hickman Rural Fire District

Address: 630 Chestnut City Hickman Zip 68372

E-Mail: doug.goering@firstdata.com Phone (402) 203-8285

EXECUTED this 21 day of Nov, 20 13 by Malcolm Rural Fire District.

MALCOLM RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: Dale Nelson

TITLE: PRESIDENT

- Malcolm Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Malcolm Rural Fire District at:

Mailing Address: P.O. BOX 12

City, State, Zip: MALCOLM Ne 68402

- Malcolm Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name EMS Billing Services, Inc

Billing Company Address P.O. Box 641880

Billing Company City/State/Zip Omaha, Ne. 68164

Financial invoices shall be mailed to:

Name: Malcolm Rural Fire Dept.

Address: PO BOX 12 City Malcolm Zip 68402

E-Mail: _____ Phone (402) 416-3221

EXECUTED this 12 day of November, 2013, by the Village of Palmyra.

VILLAGE OF PALMYRA OF OTOE
COUNTY, NEBRASKA

BY: Con Callahan
TITLE: Chairman of the Board

The Village of Palmyra does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the Village of Palmyra at:

Mailing Address: _____

City, State, Zip: _____

The Village of Palmyra authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: Lois Kenberry Village of Palmyra
Address: 425 CST City Palmyra zip 68918
E-Mail: _____ Phone 402-780-5531

EXECUTED this 18 day of Nov, 2013, by Southeast Rural Fire District.

SOUTHEAST RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: John A. Wiese

TITLE: Fire Chief

Southeast Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Southeast Rural Fire District at:

Mailing Address: 7700 Eyer Dr

City, State, Zip: Lincoln NE 68516

Southeast Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: SEFD

Address: 7700 Eyer Dr City Lincoln Zip NE

E-Mail: JA WIESE - 760 W. 26th St. RR. 1 Phone 402-440-4393
CDm

EXECUTED this 30 day of October, 2013, by Southwest Rural Fire District.

SOUTHWEST RURAL FIRE DISTRICT OF LANCASTER
COUNTY, NEBRASKA

BY: Philip D. Kelly

TITLE: Chief

Southwest Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Southwest Rural Fire District at:

Mailing Address: _____

City, State, Zip: _____

RA Southwest Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: **EMS Billing Services, Inc**
Billing Company Address: **PO Box 641880**
Billing Company City/State/Zip: **Omaha, NE 68164**

Financial invoices shall be mailed to:

Name: South West Fire Protection District

Address: 705 W Berahon City Lincoln, NE Zip 68522

E-Mail: phil@valley@windstream Phone 402-304-4396
.net chiefs. Cel.

EXECUTED this 10th day of December, 2013, by Valparaiso Rural Fire District.

VALPARAISO RURAL FIRE DISTRICT OF SAUNDERS
COUNTY, NEBRASKA

BY: Bruce Amellett

TITLE: President

- Valparaiso Rural Fire District does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to Valparaiso Rural Fire District at:

Mailing Address: _____

City, State, Zip: _____

- Valparaiso Rural Fire District authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: EMS Billing Services, Inc
Billing Company Address: PO Box 641880
Billing Company City/State/Zip: Omaha, NE 68164

Financial invoices shall be mailed to:

Name: VALPARAISO RURAL FIRE DIST. # 2

Address: PO BOX 117 City VALPARAISO, NE Zip 68065

E-Mail: nelsonsbuthershop@ Phone 402.430.0601
hotmail.com

11:48 AM 3/4/2014

1 of 1

X

EXECUTED this 16TH day of November, 2013 by the City of Waverly.

CITY OF WAVERLY OF LANCASTER
COUNTY, NEBRASKA

BY: Mike Waverly

TITLE: Mayor

The City of Waverly does not authorize Lincoln Fire & Rescue to send patient care reports directly to our billing company. If patient care reports are requested for billing purposes, they are directed to be sent directly to the City of Waverly at:

Mailing Address: _____

City, State, Zip: _____

The City of Waverly authorizes Lincoln Fire & Rescue to send patient care reports as requested directly to our billing company for the purposes of billing as described in 6.3.a. in this contract. The billing company that the City is authorized to send reports to is:

Billing Company Name: EMS Billing Services, Inc
Billing Company Address: PO Box 641880
Billing Company City/State/Zip: Omaha, NE 68164

Financial invoices shall be mailed to:

Name: AARON Hummel Chief

Address: P.O. Box 427 City Waverly Zip 68162

E-Mail: ajandseven@aol.com Phone 402-304-8879

ATTACHMENT A

1. Adams, Village of
2. Bennet Rural Fire District
3. Ceresco Rural Fire District
4. Clatonia, Village of
5. Cortland Rural Fire District
6. Douglas, Village of
7. Elmwood Rural Fire District
8. Firth Rural Fire District
9. Greenwood, Village of
10. Hallam Rural Fire District
11. Hickman Rural Fire District
12. Malcolm Rural Fire District
13. Palmyra, Village of
14. Raymond Rural Fire District
15. Southeast Rural Fire District
16. Southwest Rural Fire District
17. Valparaiso Rural Fire District
18. Waverly, City of

ATTACHMENT B

FRD	FIRE/ORT	MEDICAL TRANSPORT		AUTO		SCS	SPLIT RESPONSE BOUNDARIES	RSRV MED
		BLB (RA)	ALS (PA)	ALS				
ADAM	ADAM1...5	ADAM10	M6 M8 M7 M2 M5 M3		DE	Y		M21 M25
ASHL	ASHL1...5	ASHL10 ASHL11			NO ALS	Y		
BENN	BENN1...5	LFR see ALS	M6 M7 M8 M2 M5 M3		ABCDE	Y		M25 M21
BENNSE	BENN1...5	SE11 SE12	M6 M7 M8 M2 M5 M3		DE	Y	Automatic Mutual Aid Response	M25 M21
	SE1.5						FOLLOWS Bennet and SE boarder	
CERE	CERE1...5	CERE10 CERE11	M5 M2 M7 M3 M8 M6		DE	Y		M25 M21
CLAT	CLAT1...5	CLAT10	M6 M8 M7 M2 M5 M3		DE	Y		M21 M25
CORTB	CORT1...5	CLAT10	M6 M8 M3 M7 M2 M5		DE	Y	S of Gage Rd	M25 M21
CORTC	CORT1...5	HALL11	M6 M8 M3 M7 M2 M5		DE	Y	N of Gage Rd	M25 M21
CRET	CRET1...5	CRET10 CRET11	SW11 SW12 M3 M8 M8 M7 M		NO ALS	Y		M25 M21
DOUG	DOUG1...5	DOUG10	M6 M8 M7 M2 M5 M3		DE	Y		M21 M25
EAFD	EAGL1...5	EAGL10			NO LFR	Y		
	ALVO1...5	ALVO10						
FIRTB	FIRT1...5	ADAM10	M6 M8 M7 M2 M5 M3		DE	Y	S of Gage Rd/High 1 to all cts fire/ems	M25 M21
FIRTG	FIRT1...5	HALL11	M6 M8 M7 M2 M5 M3		DE	Y	N of Gage Rd, W of 134th/High 1 to all cts fire/ems	M25 M21
FIRTD	FIRT1...5	HALL11	M6 M8 M7 M2 M5 M3		DE	Y	N of Gage Rd, W of 134th/High 1 to all cts fire/ems	M25 M21
FIRTS	FIRT1...5	HALL11	M6 M8 M7 M2 M5 M3		DE	Y	Lakewood Nursing Home, Fairview 1 to all cts fire/ems	M25 M21
GRE	GRE1...5	GRE311 GRE310	M5 M2 M7 M6 M3 M8		DE	Y		M25 M21
HALL	HALL1...5	HALL11	M6 M8 M3 M7 M2 M5		DE	Y	north of Gage Rd	M25 M21
HALLB	HALL1...5	CLAT10	M6 M8 M3 M7 M2 M5		DE	Y	south of Gage Rd	M25 M21
HICKB	HICK1...5	LFR see ALS	M6 M8 M7 M3 M2 M5		ABCDE	Y	S of Panama Rd	M25 M21
HICKC	HICK1...5	LFR see ALS	M6 M8 M7 M3 M2 M5		ABCDE	Y	N of Panama Rd	M25 M21
HICKSW	HICK1...5	LFR see ALS	M6 M8 M7 M3 M2 M5		ABCDE	Y	INTERSECTION of Hwy 77 and Saitto	M25 M21
	SW1...5							M25 M21
MALCB	MALC1...5	LFR see ALS	M3 M2 M5 M8 M7 M6		ABCDE	Y	S of W Fletcher Av	M25 M21
MALCC	MALC1...5	RAYM10	M3 M2 M5 M8 M7 M6		DE	Y	NW 56th-NW 40th then W Fletcher-W Alvo	M25 M21
MALCD	MALC1...5	RAYM10	M3 M2 M5 M8 M7 M6		DE	Y	N of W Fletcher Av	M25 M21
MALCE	MALC1...5	LFR see ALS	M3 M2 M5 M8 M7 M6		ABCDE	Y	Automatic Mutual Aid Response	M25 M21
	PLEA1...5						I-80 from NW 77th to NW 140th	
MILF	MILF1...5	MILF10 MILF11			NO ALS	Y		
PALM	PALM1...5	PALM10	M6 M8 M7 M2 M5 M3		DE	Y		M21 M25
PLEA	PLEA1...5		Midwest Medical		NO ALS	Y	east of SW 125th St	
PLEAB	PLEA1...5	MILF10 MILF11	Midwest Medical		NO ALS	Y	west of SW 125th St	
							*Milford responds on all PLEA/PLEAB CFS	
RAYMB	RAYM1...5	RAYM10	M5 M2 M3 M8 M7 M6		DE	Y	N of McKelvie Rd	M25 M21
RAYMC	RAYM1...5	RAYM10	M5 M2 M3 M8 M7 M6		DE	Y	S of McKelvie Rd, NW 40th-NW 27th	M25 M21
RAYMD	RAYM1...5	RAYM10	M5 M2 M3 M8 M7 M6		DE	Y	S of McKelvie Rd, NW 27th-N 40th	M25 M21
RAYME	RAYM1...5	RAYM10	M5 M2 M3 M8 M7 M6		DE	Y	S of McKelvie Rd, N 40th-N 63rd	M25 M21
SEB	SE1...5	SE11 SE12	M7 M8 M5 M2 M8 M3		E	Y	N of Hwy 24	M25 M21
SEC	SE1...5	SE11 SE12	M6 M7 M5 M8 M2 M3		E	Y	S of Hwy 34, N of Pine Lake Rd	M25 M21
SED	SE1...5	SE11 SE12	M6 M7 M5 M8 M2 M3		E	Y	S of Pine Lake Rd	M25 M21
STER	STER1...5	STER10			NO ALS	Y		
SWB	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	Y	S of Saitto	M25 M21
SWC	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	NO	N of Saitto, E of SW 40th	M25 M21
SWD	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	NO	E of NW 56th, N of Hwy 6	M25 M21
SWE	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	Y	W of SW 40th	M25 M21
SWF	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	NO	E of SW 40th, Hwy 34-W Pioneers	M25 M21
SWG	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	NO	E of S Coddington, W Van Dorn-W Old Cheney	M25 M21
SWH	SW1...5	SW 11 SW12	SW 11 SW12		LFR upon Request	NO	E of S Coddington, W Old Cheney-W Denton	M25 M21
VALP	VALP1...5	VALP10	M3 M5 M2 M7 M8 M6		DE	Y		M25 M21
WAVE	WAVE1...5	WAVE11	M5 M2 M7 M3 M6 M8		DE	Y	City of Waverly	M25 M21
WAVEB	WAVE1...5	WAVE11	M5 M2 M7 M3 M6 M8		DE	Y	Prairie Home	M25 M21
WAVEC	WAVE1...5	WAVE11	M5 M2 M7 M3 M6 M8		DE	Y	remainder of Waverly District	M25 M21
WAVES	WAVE1...5	WAVE11	M5 M2 M7 M3 M6 M8		DE	Y	Wave Comm Care Center	M25 M21

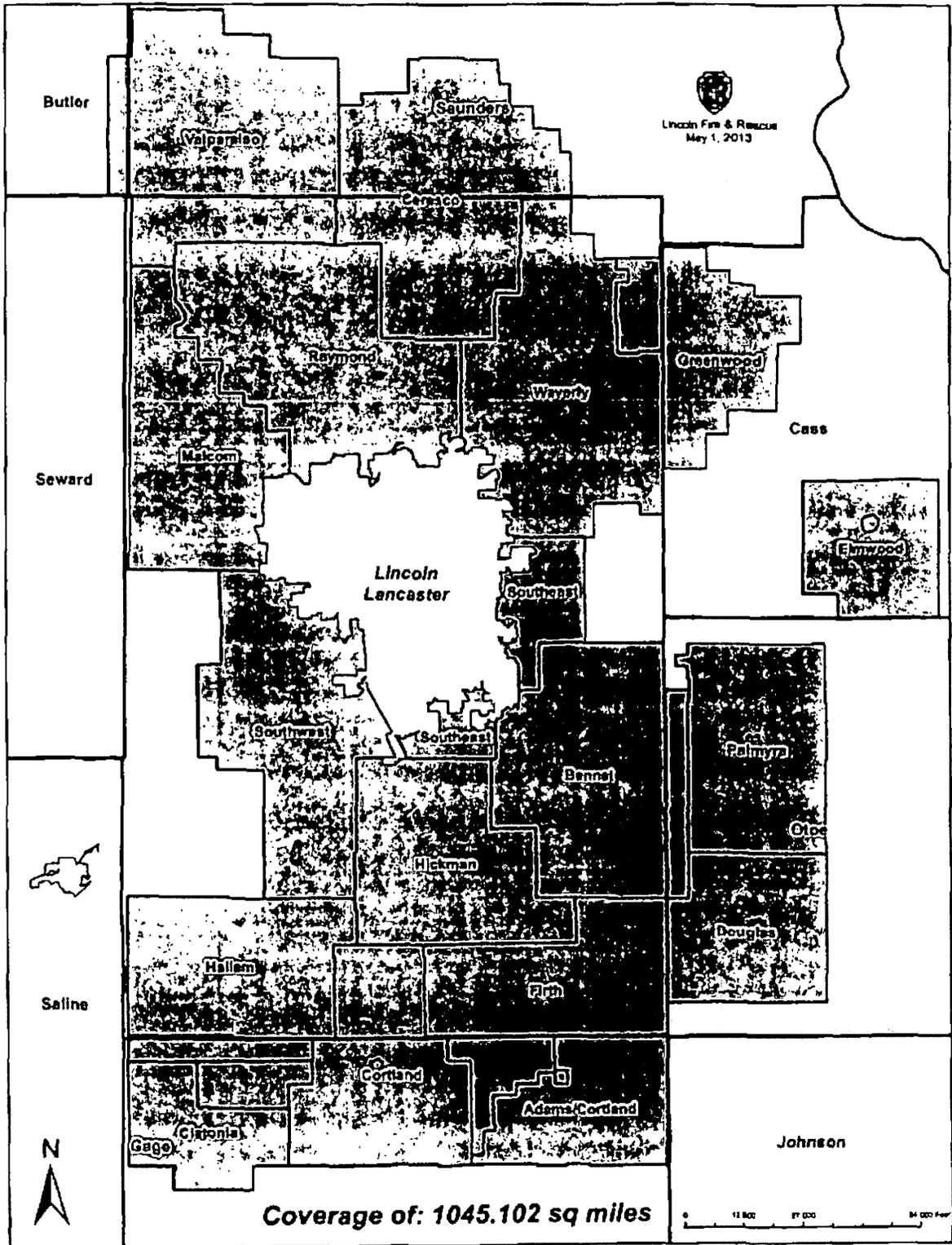
SWAT Utilize SW11 or SW12 as first responder on calls throughout the County.
DESP 8707 Mark Sloup NORTH of I-80 8705 Adam Matzner SOUTH of I-80 and all of Lincoln
 Agencies that may possibly request ALS intercept; Adams, Clatonia, Cresta, Douglas, Palmyra
 *Jan 2010** Southeast Rural Fire involved in pilot program—receives ALS on Echo calls only until further advised.

For the purpose of this agreement; Adams, Bennet, Ceresco, Clatonia, Cortland, Douglas, Elmwood, Firth, Greenwood, Hallam, Hickman, Malcom, Palmyra, Raymond, Southeast, Southwest, Valparaiso; and Waverly are participants with (Current as of 4-26-13)

ATTACHMENT C

FIRE DISTRICT		# of Calls	TOTAL AMOUNT DUE FROM EACH FIRE DISTRICT	
1.	Adams, Village of	21	\$	6,069.00
2.	Bennet Rural Fire District	25	\$	7,225.00
3.	Ceresco Rural Fire District	12	\$	3,468.00
4.	Clatonia, Village of	5	\$	1,445.00
5.	Cortland Rural Fire District	14	\$	4,046.00
6.	Douglas, Village of	6	\$	1,734.00
7.	Elmwood Rural Fire District	3	\$	867.00
8.	Firth Rural Fire District	14	\$	4,046.00
9.	Greenwood, Village of	5	\$	1,445.00
10.	Hallam Rural Fire District	12	\$	3,468.00
11.	Hickman Rural Fire District	20	\$	5,780.00
12.	Malcolm-Rural Fire District	30	\$	8,670.00
13.	Palmyra, Village of	6	\$	1,734.00
14.	Raymond Rural Fire District	33	\$	9,537.00
15.	Southeast Rural Fire District	4	\$	1,156.00
16.	Southwest Rural Fire District	22	\$	6,358.00
17.	Valparaiso Rural Fire District	12	\$	3,468.00
18.	Waverly, City of	67	\$	19,363.00
TOTAL			\$	89,879.00

ATTACHMENT D



ATTACHMENT E

The Methodology used to determine the cost per year contains multiple pieces:

1. The Mayor's Budget. This is typically completed by Mid-July for the upcoming City's Fiscal Year beginning September 1st through August 31st.
2. The total number of incidents dispatched as a medical incident for the time frame of April 1st of the previous year to March 31st of the current year.
3. Cost per Incident is determined by dividing the budget by the total number of medical incidents. This number shall be rounded to the nearest whole dollar.
4. The number of County calls shall include only those calls in which LFR was dispatched to one of the contracting rural districts and/or are being requested by another dispatch center at the request of one of the contracting rural districts for a medical request. The calls being assessed to the county only contain incidents in which LFR responded to an incident outside the City limits and a patient was not transported by LFR Ambulance.
5. The total yearly cost shall be given to the LCEMS committee to determine the amount owed by each fire district shown in attachment C.

This methodology will be used each year of the contract to update the payment based on the call volume and Mayor's budget.

The example below displays the Methodology used for the contract beginning September 1, 2013 through August 31, 2014.



Mayor's Budget (includes estimated comparability raises)	\$4,797,657
Number of Medical Incidents; (4-1-10 to 3-31-11)	16,574
Cost per Incident	\$289.47
Cost per Incident - Rounded	\$289.00
Number of County Calls (4-1-10 to 3-31-11)	311
Total Yearly Cost to Contracting Fire Districts	\$89,879

ATTACHMENT F

Revision of Section 5.6 of the City's Response to the Original Request for Proposals

For purposes of this Proposal, subject to applicable Federal and State law, the City will provide a report containing the following information, quarterly, or at such interval as is agreed in contract negotiations:

"Incident Number; patient identifier number; unit ID for all City units dispatched; incident date; associated time stamps as captured by CAD (time of dispatch, time en route, time of arrival, time en route to hospital, time at hospital, time back in service); method of alarm (Bravo, Charlie, etc.); rural district agency (field capturing the point to which we are dispatched); unit outcome (cancelled, refusal, transport including whether ALS or BLS); length of time from dispatch to clear; length of time from dispatch to en route; length of time from dispatch to arrival; agencies other than LFR that were dispatched and/or assisted on scene (as captured by LFR provider); documented agency who transported a patient if any; billing (indicates whether the incident is to be billed to the City or County. This would be one report with all of the above information in an electronic spreadsheet format. It is the City's intent that one report, de-identified pursuant to HIPAA, will be provided to one representative agreed upon by the parties. The representative could then further disseminate the report to the parties as needed."

With respect to the process set out in subsection f, the City's response is that we will negotiate in good faith to devise a means by which the City's performance may be monitored and corrected. However, the City cannot agree to the terms of subsection f as written.

With respect to subsection g, the City will adhere to current protocol with respect to notifying the City-County 911 Communications Center as to our response. The City acknowledges the parties' right to request mutual aid at any point.

