

# Central Lyon County Fire Protection District

246 Dayton Valley Road, Suite 106, Dayton, NV 89403  
775-246-6209

## AMBULANCE SUBSCRIPTION PROGRAM TERMS AND CONDITIONS

### 1. Subscription Period

The subscription period for the program runs from **12:01 a.m. on July 1 to 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 in **July** of that year.

### 2. Subscription Fee

Annual fees will be determined by the Fire District prior to the enrollment period. Fees are due upon submission of the application and are **non-refundable**. The fee is forfeited if the subscriber moves out of the Fire District's service area or terminates the agreement. No refunds shall be issued if the subscriber abuses this program, resulting in membership termination pursuant to these Terms and Conditions.

### 3. Subscription Benefits

A subscriber who meets all eligibility requirements, agrees to the Terms and Conditions, and has paid the subscription fee is entitled to **three (3) medically necessary** basic, intermediate, or advanced life support ambulance transports per subscription period for themselves and their eligible dependents.

### 4. Subscriber Eligibility

Only individuals residing within the service area of the **Central Lyon County Fire Protection District** are eligible to enroll. The following individuals are ineligible:

- a) Those with outstanding unpaid bills for past Fire District services.
- b) Those whose subscription was previously terminated due to program abuse.
- c) Residents of convalescent homes, nursing homes, rest homes, or similar medical/living facilities.
- d) Corporations, partnerships, associations, cooperatives, and other organizations.
- e) Individuals currently covered by **Medicaid**.

### 5. Dependent Eligibility

A subscriber's **dependents who permanently reside at the subscriber's physical place of residence** are eligible under this agreement at no additional charge. The term *dependent* includes individuals related to the subscriber by blood, adoption, or marriage.

For subscribers living in multi-unit buildings or apartment complexes, *the physical place of residence is limited to the specific unit occupied by the subscriber.*

To qualify, dependents **must be enrolled with the Fire District at the time ambulance services are provided.**

### 6. Limitation on Benefits

#### A. Medically Necessary Services

Enrollment in this program does **not** entitle a subscriber to use Fire District ambulance services for **non-medically necessary** transport. *Medically necessary* is defined as requiring ambulance transport where other methods (e.g., private car, taxi) would be medically inappropriate.

If the Fire District determines that a requested ambulance service was **not medically necessary**, the subscriber/dependent will be responsible for the full cost incurred. A physician's certification of medical necessity may be required.

#### B. Origination and Destination of Services

Coverage applies only to ambulance transports that originate **within the service area** of:

- **Central Lyon County Fire Protection District**
- **Carson City Fire Department**
- **East Fork Fire Protection District**
- **North Lyon County Fire Protection District**
- **Storey County Fire Protection District**
- **Tahoe Douglas Fire Protection District**

Covered transportation is **limited** to hospitals in:

- **Carson City**
- **Washoe County**
- **Douglas County**
- **Churchill County**
- **Lyon County**

The Fire District follows established medical protocols to determine the most appropriate hospital. **Subscribers are responsible for costs incurred for transportation to locations not covered by the program.**

#### **C. Air Ambulance and Non-Fire District Ambulances**

The Fire District **does not provide air ambulance services**, nor does it cover services from other ambulance providers in **mutual aid** situations. Any costs incurred for such services are the responsibility of the subscriber.

#### **D. Assignment Prohibited**

A subscriber **may not** assign rights or duties under this agreement without formal written approval from the Fire District.

### **7. No Change in Fire District Duties**

This agreement does **not** impose any additional duty on the Fire District to provide individual or special ambulance services. The Fire District **only** has a duty to provide services to the general public and reserves the right to prioritize emergency responses as needed.

### **8. Medical Insurance and Reimbursement**

This program does **not** require a subscriber to carry medical insurance. However, if a subscriber **has insurance**, they must provide this information at the time of enrollment.

The Fire District may seek **reimbursement** from an insurer for the actual cost of ambulance services. To facilitate claims processing, the subscriber authorizes direct payment to the Fire District. **If a subscriber receives an insurance payment for Fire District ambulance services, they must forward that payment to the Fire District immediately.**

Failure to remit such payments will result in **membership termination**, and the subscriber will be billed for the full cost of services provided.

If an insurance carrier denies a claim as **medically unnecessary**, the Fire District will pursue all available appeals. If the appeals fail, **the subscriber/dependent is responsible for all costs incurred.**

### **9. Liability and Indemnification**

Membership in this program does not alter the Fire District's liability for negligence.

**Subscribers agree to indemnify and hold harmless the Fire District from any claims, demands, costs, or legal fees arising from their actions or breaches of this agreement.**

### **10. General Matters**

Any dispute arising from these Terms and Conditions may be settled through **arbitration** in accordance with the **American Arbitration Association** rules. Each party is responsible for their respective legal fees and costs.

All notices required under this agreement must be in writing and sent via U.S. Mail to:

**Central Lyon County Fire Protection District**  
246 Dayton Valley Road, Suite 106  
Dayton, NV 89403

This agreement shall be **governed by the laws of the State of Nevada**. If any portion of these Terms and Conditions is found to be invalid, the remaining provisions shall remain enforceable.

### **11. Program Cancellation**

The Fire District reserves the right to **cancel the program** and refund a prorated portion of a subscriber's enrollment fee if the Board of Directors determines that continuing the program is **financially or operationally unsustainable**.

Subscribers will receive **at least 30 days' notice** via regular mail prior to cancellation.