

AMENDMENT AGREEMENT FOR
AMBULANCE SERVICES

THIS AGREEMENT is made on this 18 day of September, 2023, by and between County of Scotts Bluff (hereinafter referred to as Scotts Bluff County) and Valley Ambulance Services, Inc. (hereinafter referred to as Contractor).

W I T N E S S E T H:

WHEREAS, on July 1, 2022, Scotts Bluff County and Contractor entered into an Agreement for Ambulance services ("Agreement");


WHEREAS, Scotts Bluff County and Contractor agree to amend the Agreement; and


NOW, THEREFORE, based on the above and the mutual covenants hereinafter set forth, it is agreed between the parties hereto as follows:

1. Paragraph 3(b)(i) of Exhibit A to the Agreement is hereby deleted.
2. The following shall replace the deleted paragraph 3(b)(i) in Exhibit A:

"Contractor agrees that ambulance services pursuant to this agreement, provided to inmates in custody of Scotts Bluff County at the Scotts Bluff County Detention Center and transported to Regional West Medical Center are included in the monthly fee paid to the Contractor and that Scotts Bluff County is not responsible for any other fees for these services."
3. Except as specifically modified herein, the terms and provisions of the Agreement shall remain in full force and effect.

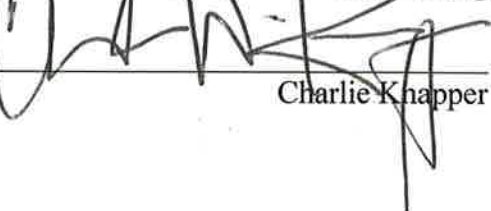
THE COUNTY OF SCOTTS BLUFF, IN
THE STATE OF NEBRASKA


Ken Meyer, Chairman


Mark Harris, Vice Chairman


Mike Blue



Russ Reisig


Charlie Knapper



Attest:


Shelby Sides
Scotts Bluff County Clerk

VALLEY AMBULANCE SERVICES, INC
A Nebraska Corporation, Inc

Randy Meininger, President

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)ss.

Before me, the County Clerk qualified for said County, personally came Ken Meyer, Mark Harris, Mike Blue, Russ Reisig, and Charlie Knapper, Board of Commissioners of the County of Scotts Bluff, State of Nebraska, a governmental subdivision of the State of Nebraska, and a body corporate, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said Corporation and governmental subdivision.

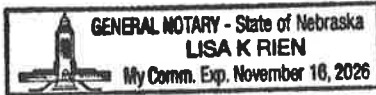
WITNESS my hand and seal this 18th day of September, 2023.


Shelby Sides
Scotts Bluff County Clerk

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)ss.

Before me, a notary public qualified for said County, personally came Randy Meininger, President of Valley Ambulance Services, Inc. known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on the 19th day of September, 2023.





Notary Public

“EXHIBIT A”

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between the County of Scotts Bluff, in the State of Nebraska, a governmental subdivision of the State of Nebraska (hereinafter referred to as SCOTTS BLUFF COUNTY) and Valley Ambulance Services, Inc., a Nebraska Corporation, (hereinafter referred to as CONTRACTOR):

WITNESSETH:

A. Definitions:

1. SERVICE AREA shall be defined as the area of the State of Nebraska comprised within the boundaries of Scotts Bluff County, Nebraska.
2. FEDERAL REQUIREMENTS as used herein shall refer to the laws of the United States of America and regulation promulgated by agencies of the United States of America, effective as of the date of this agreement, to include those applicable to the operation of an ambulance service, in accordance with the Centers of Medicare and Medicaid Services, (CMS).
3. Emergency Medical Services, (ambulance) are considered essential services by SCOTTS BLUFF COUNTY in the same respect as law enforcement and fire.

B. Scope and Purpose:

1. There presently exists in Scotts Bluff County an urgent need for the furnishing of essential Emergency Medical Services (ambulance) which comply with FEDERAL REQUIREMENTS for the reason that various fire departments and allied rescue services have limited resources and basic training to provide emergency medical services in this area. SCOTTS BLUFF COUNTY is desirous of contracting for Advanced Life Support Ambulance Services in and outside of Scotts Bluff County to provide essential medical services.
2. CONTRACTOR has evidence a desire to provide such services, both in and outside of Scotts Bluff County, Nebraska, and in accordance with STATE and FEDERAL REQUIREMENTS for a specified sum or sums indicated below.

NOW THEREFORE, it is specifically agreed between the parties hereto as follows:

1. CONTRACTOR will furnish for the use in the SERVICE AREA three fully equipped Advance Life Support Ambulances that will meet The STATE OF NEBRASKA and FEDERAL REQUIREMENTS to include personnel qualified under such and will always have available an ambulance crew together with a standby crew in accordance with those provisions. CONTRACTOR will furnish and be responsible for all operating expenses, including, but not limited to, repairs, maintenance, professional liability

insurance, workers compensation and such necessary supplies under STATE and FEDERAL requirements necessary for the ambulance service.

2. The term of this contract will be for forty-eight (48) months commencing July, 1st 2022. It may be cancelled by either party for nonperformance upon ninety (90) days written notice.
3. The fees and charges, for service shall be:
 - a. The monthly fee shall be \$3,625.00
 - b. In addition thereto, fees may be charged by CONTRACTOR for calls as follows:
 - i. CONTRACTOR agrees to provide service pursuant to this agreement to inmates at the Scotts Bluff County Jail and Juvenile Detention Section at no additional cost to Scotts Bluff County, Nebraska.
 - ii. SCOTTS BLUFF COUNTY shall be responsible for \$3625.00 per month and no more. (\$43,500.00 per year).
 - iii. CONTRACTOR will retain all receipts and charges for services and be responsible for all billing and collections for services provided to patients or other entities.
 - iv. CONTRACTOR will submit to SCOTTS BLUFF COUNTY an annual report of their operations, call volume and current billing schedule.
 - v. Emergency services pursuant to this agreement will not be denied any person in Scotts Bluff County by CONTRACTOR based upon ability to pay.

4. The patient will be transported to the nearest appropriate hospital as approved by medical control/direction.
5. It is distinctly and particularly understood and agreed between the parties hereto that Scotts Bluff County is in no way associated with or otherwise connected with the actual performance of this contract on the part of the CONTRACTOR, nor as to the employment of labor or in incurring of other expenses; that CONTRACTOR is an independent contractor within the meaning of the law in the performance of each and every part of this contract and agreement and solely and personally liable for all labor and expenses in connection therewith and for any and all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. The CONTRACTOR will hold harmless SCOTTS BLUFF COUNTY for damage by reason of loss or claims made by a third person arising through or as a result of this agreement.
6. No erasures or changes in this agreement, or waiver of any of its provisions, shall be valid unless added hereto in writing and signed by the legal representatives of the parties hereto.
7. SCOTTS BLUFF COUNTY agrees to receive calls requesting essential Emergency Medical Services (ambulance) and to provide dispatch services to the CONTRACTOR at no cost to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have signed this agreement, to be effective the date and year first above written.

THE COUNTY OF SCOTTS BLUFF, IN
THE STATE OF NEBRASKA



Ken Meyer, Chairman



Mark Harris, Vice Chairman



Mark Reichert, Member



Russ Reisig, Member



Charlie Knapper, Member



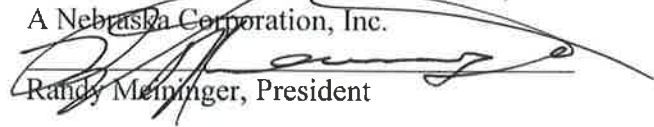
Attest:



Kelly Sides, Scotts Bluff County Clerk

CONTRACTOR:

VALLEY AMBULANCE SERVICES, INC.
A Nebraska Corporation, Inc.



Randy Meininger, President

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)ss.

Before me, the County Clerk qualified for said County, personally came Ken Meyer, Mark Harris, Mark Reichert, Russ Reisig and Charlie Knapper, Board of Commissioners of the County of Scotts Bluff, State of Nebraska, a governmental subdivision of the State of Nebraska, and a body corporate, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said Corporation and governmental subdivision.

WITNESS my hand and seal this 6th day of June 2022.





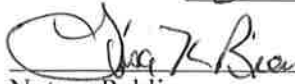
Kelly Sides, Scotts Bluff County Clerk

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF) ss.

Before me, a notary public qualified for said County, personally came Randy Meininger, President of Valley Ambulance Services, Inc. known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on the 6th day of June, ~~2018~~ ²⁰²².





Notary Public

VALLEY AMBULANCE SERVICES INC.
JANUARY 1ST 2022
BILLING SCHEDULE

DESCRIPTION	CHARGE
A0428 BASIC LIFE SUPPORT NON-EMERGENCY	\$800.00
A0429 BASIC LIFE SUPPORT EMERGENCY	\$1000.00
A0426 ADVANCED LIFE SUPPORT NON-EMER	\$1000.00
A0427 ADVANCED LIFE SUPPORT EMERGENCY	\$2000.00
A0432 PARAMEDIC INTERCEPT	\$400.00
A0433 ADVANCED LIFE SUPPORT LEVEL 2	\$2500.00
A0434 SPECIALTY CARE TRANSPORT	\$3000.00
A0425 GROUND MILEAGE PER LOADED MILE	\$ 30.00
A0998 AMBULANCE RSPN TREAT AND RELEASE	\$ 95.00
WAITING/ STANDBY TIME PER MIN	\$ 2.00

RESOLUTION 22-06-05

Be it resolved by the Mayor and City Council of the City of Scottsbluff, Nebraska that:

1. Effective September 8, 1998, the City of Scottsbluff, the City of Gering, and the County of Scotts Bluff, entered into an agreement for the funding of ambulance services under the Interlocal Cooperation Act, which agreement has been extended on several occasions.
2. Said agreement was last extended for four additional years by Resolution No. 18-07-02 on July 2, 2018 by the Vice-Mayor and City Council to be effective through June 30, 2022.
3. Public safety, convenience, and welfare will be enhanced by the continuation of the agreement for an additional period of four years.
4. The City of Scottsbluff now notifies the County Clerk of Scotts Bluff County, Nebraska, and the City Clerk of the City of Gering, Nebraska, of its agreement to continue the obligation of funding ambulance services for an additional period of four years, subject to the same terms and provisions that existed in the agreement of September 8, 1998, which agreement is attached to this Resolution and incorporated by this reference. This obligation will continue through June 30, 2026.
5. This resolution shall become effective immediately upon its adoption.

Passed and approved 20th day of June, 2022.


MAYOR

Attest:


CITY CLERK

"SEAL"



RESOLUTION 6-22-1

Be it resolved by the Mayor and City Council of the City of Gering, Nebraska that:

1. The City of Gering, City of Scottsbluff and the County of Scotts Bluff, Nebraska entered into an agreement for the funding of ambulance services under the interlocal Cooperation Act.
2. Public safety, convenience, and welfare will be enhanced by the continuation of the agreement for an additional period of four years.
3. The City of Gering does hereby notify the County Clerk of Scotts Bluff County, Nebraska, of its intention to continue the obligation of funding ambulance services for an additional four-year period ending June 30, 2026, subject to the same terms and provisions that existed in the Agreement for the Funding of Ambulance Services within the Service Area Under the Interlocal Cooperation Act of July 1, 2002.
4. The amount the City of Gering will contribute annually is \$3794.76, payable to Scotts Bluff County.
5. This resolution shall become effective immediately upon its adoption.

Passed and approved this 13th day of June, 2022.


Kathleen J. Welfl, City Clerk


Mark A Kaufman, Mayor

