

Agreement for Emergency Medical Services

This Emergency Medical Services Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2026, by and between the County of Scotts Bluff in the State of Nebraska (hereinafter referred to as the COUNTY) and Regional West Medical Center (hereinafter referred to as RWMC). Together, the COUNTY and RWMC are referred to as the PARTIES.

WHEREAS, the provision of emergency medical services is an essential service for the preservation of life, the mitigation of injury, and the protection of public welfare; and

WHEREAS, ensuring the availability and continuity of emergency medical services is in the best interest of the individuals residing, working, or traveling in the COUNTY; and

WHEREAS, a need exists within the COUNTY for primary and tiered emergency medical services; and

WHEREAS, the PARTIES acknowledge that entering into this Agreement serves a valid public service and is in the best interest of the County and its residents;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the PARTIES, hereby, agree as follows:

Definitions:

1. SERVICE AREA shall be the area within the State of Nebraska within the boundaries of Scotts Bluff County, Nebraska.
2. REQUIREMENTS shall mean the laws of the United State of American and the State of Nebraska and regulations promulgated by agencies of the United States of American and the State of Nebraska applicable to the operations, clinical care and reimbursement of emergency medical services.
3. ALS means Advanced Life Support and further defined in Nebraska Title 172 Chapter 12 Section 002.01
4. BLS means Basic Life Support and further defined in Nebraska Title 172 Chapter 12 Section 002.02

Terms:

1. The term of this agreement will be for forty-eight (48) months commencing on July 1, 2026
2. This agreement may be cancelled by either party for nonperformance upon a 90-day written notice

Responsibilities of RWMC:

1. RWMC will furnish at least three ALS equipped ambulances which comply with the REQUIREMENTS
2. RWMC will provide twenty-four (24) hours of every day of the week at least one (1) primary crew of at least two persons and one (1) standby crew of at least two persons that meet the REQUIREMENTS.
3. RWMC maintains control of the operations the emergency medical service including but not limited to staff configuration, emergency unit location, emergency unit configuration, management of the medical aspects of a scene, request and use of air medical transport, and prioritization of calls.
4. RWMC will not deny emergency medical service to any person in the COUNTY based on the ability to pay when the request for services is by a dedicated number such as 911, alarm system activations, or request from law enforcement, fire services or another EMS agency and the transport of the patient is to the nearest appropriate hospital.
5. RWMC maintains the right to require payment day of service, complete an advance beneficiary notice, or deny service for inability to pay to any person within the COUNTY when such call for service is a non-emergent request, does not meet medical necessity, and/or the destination is a non-covered location.
6. RWMC is responsible for all operating costs of the emergency medical service including
 - a. Professional liability insurance
 - b. Worker compensation
 - c. Vehicle insurance
 - d. Supplies, uniforms and equipment
 - e. Repairs and maintenance

- f. Emergency unit purchase and maintenance
 - g. Emergency unit housing and crew housing
 - h. Employee payroll, payroll taxes, and benefits
 - i. Record keeping, billing and collection
- 7. RWMC is responsible for billing services provided to patients in compliance with the REQUIREMENTS and this agreement.
- 8. RWMC will provide services to Inmates of the Scotts Bluff County Detention Center and being held by the COUNTY pursuant to this agreement at no additional charge. RWMC may bill other jurisdictions for services for Inmates held by Scotts Bluff County Detention Center under the authority of the federal government, state government, county government or other government sub-divisions except Scotts Bluff County.
- 9. RWMC will submit an annual report of emergency medical service operations, call volume, and current billing schedule.

Responsibilities of the COUNTY:

- 1. The COUNTY shall remit to RWMC the amount from;
 - a. July 2026 to June 2027 \$3,697.50 each month not to exceed 44,370.00 per year
 - b. July 2027 to June 2028 \$3771.45 each month not to excess 45,257.40 per year
 - c. July 2028 to June 2029 \$3846.85 each month not to exceed 46,162.14 per year
 - d. July 2029 to June 2030 \$3923.78 each month not to exceed 47,085.38 per year
- 2. Provide at no cost dispatch services to RWMC for all calls originating from universal emergency number 911 or, requests from other agencies coordinated by the Scotts Bluff County Consolidated Communications Center. These services include;
 - i. Public safety answering point
 - ii. Notification of RWMC
 - iii. Provide incident updates
 - iv. Track all date and times of the incident
 - v. Forward non-emergent communications relating to RWMC emergency medical service to RWMC

- vi. Allow access to two-way radio frequencies and/or channels as needed for communications with the Scotts Bluff County Consolidated Communications Center and emergency responders in the COUNTY

IN WITNESS WHEREOF the parties hereto have signed this agreement, to be effective July 1, 2026.

THE COUNTY OF SCOTTS BLUFF, IN THE STATE OF NEBRASKA

Mark Harris, Chairman

Mike Blue

Ken Meyer

Matt Parsley

Russ Reisig

Attest:

Kelly Sides, Scotts Bluff County Clerk

REGIONAL WEST MEDICAL CENTER

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President and Chief Executive Officer

STATE OF NEBRASKA)
COUNT OF Scottsbluff)ss.

Before me, the County Clerk qualified for said County, personally came Mark Harris, Mike Blue, Ken Meyer, Matt Parsley, Russ Reisig, Board of Commissioners of the County of Scotts Bluff 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 acknowledge 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 by my hand and seal this _____ day of _____, 2026

Kelly Sides, Scotts Bluff County Clerk