

BENNINGTON RESCUE SQUAD, INC.
AMBULANCE SUBSCRIPTION PROGRAM AGREEMENT

This agreement (hereinafter, the "Agreement") is between the Town of Bennington Rescue Squad, Inc., (hereinafter referred to as "TBRS") and _____, (hereinafter referred to as "Subscriber") residing at _____ in _____, Vermont.

This is a contract between TBRS and the Subscriber to participate in the TBRS Ambulance Subscription Program (the "Program"). The Program limits the Subscriber's financial obligation for use of TBRS ambulance services, which are not otherwise covered by insurance, to the annual fee amount specified in this agreement. As specified below, and if the terms of the agreement and the Program are met, TBRS will not charge a Subscriber or a Subscriber's eligible dependents for medically necessary ambulance services.

In consideration of the covenants and obligations contained herein, and other good and valuable consideration, the parties hereto agree as follows:

TERMS OF THIS AGREEMENT

1. Subscription Period. The subscription period for the Program is from date of enrollment through 11:59 PM on December 31 of the next calendar year. Subscriptions may be purchased or renewed at anytime during the calendar year.
2. Subscription Renewal. This Agreement is automatically renewed for additional Subscription Periods upon the payment of the Subscription Fee *in effect at the time of the renewal* without the need for executing a new agreement. However, TBRS reserves the right to require Subscribers to execute a new agreement upon expiration of a Subscription Period.
3. Subscription Fee. The annual fee for a subscription period or any portion thereof (the "Subscription Fee"), along with a brief summary of the different plans available, are as follows:

FAMILY SUBSCRIPTION - \$65.00

Covers family head and family members residing at same address, as set forth and limited as further provided in this Agreement.

INDIVIDUAL SUBSCRIPTION - \$45.00

Covers an individual residing at a permanent address, as set forth and limited as further provided in this Agreement.

COUPLE SUBSCRIPTION - \$55.00

Covers a couple residing at same address, as set forth and limited as further provided in this Agreement.

SENIOR CITIZEN INDIVIDUAL SUBSCRIPTION - \$40.00

Covers a senior citizen (over 65 years old) residing at a permanent address, as set forth and limited as further provided in this Agreement.

THE SUBSCRIPTION FEE IS NON-REFUNDABLE. The Subscription Fee is forfeited in the event the Subscriber moves out of TBRS's service area or this Agreement is otherwise terminated. No refunds shall be issued in the event a Subscriber's membership is terminated pursuant to the terms of this Agreement. In the

event a Subscriber becomes ineligible after enrollment, due to subsection (c) of paragraph 5, below. TBRS will refund a pro-rated portion of the enrollment fee based upon the unexpired Program period.

4. Program Benefits. A Subscriber who has: fully executed and satisfied the terms of this subscription Agreement and the Program; paid the Subscription Fee; and met the eligibility requirements for the Program as set forth herein. Program Benefits, as further described herein, include: unlimited medically necessary emergency ambulance service; and one (1) non-emergency ambulance transport for the Subscription Period for himself or herself and his or her eligible dependents.

5. Subscriber Eligibility. Only people residing within the service area of TBRS are eligible to enroll themselves and their dependents in the Program. The following people are not eligible to participate in the Program:

- a. Anyone with outstanding and unpaid bills for past TBRS services rendered;
- b. Anyone whose Subscription to the Program was terminated due to abuse of the Program and;
- c. Corporations, partnerships, associations, cooperatives and all other organizations.

6. Dependent Eligibility. A Subscriber's dependents that permanently live at the Subscriber's physical place of residence are eligible for the services provided to Subscriber under this Agreement at no additional charge. The term "dependent" includes all persons related to the Subscriber by blood, adoption or marriage. For Subscribers living in a multi-unit or apartment building, the physical place of residence is limited to the unit, apartment or area occupied by the Subscriber. To be eligible, a Subscriber's dependents, as defined above, must be enrolled with the TBRS at the time TBRS ambulance services are provided. It is the sole duty of the Subscriber to inform TBRS, in writing and during the enrollment period, of any additions or deletions of persons listed as dependents. All changes to a Subscriber's list of eligible dependents must be made at the time this Agreement is executed made or renewed (except that new family members arising from birth, adoption or marriage may be added at any time). In order to be eligible a newly added dependent must be enrolled at least two weeks prior to the use of TBRS ambulance service.

7. Limitations on Benefits. The following are all limitations on the Subscriber's and eligible dependent's benefits:

A. **Medically Necessary Services.** The Subscriber acknowledges and agrees that enrollment in this Program does not entitle the Subscriber to use TBRS's ambulance services or ambulance transportation if the same is not medically necessary. "Medically necessary" is defined as a specific need for ambulance services or transportation where use of other services or forms of transportation, such as a private car or taxi, would be medically inappropriate. The absence of alternative services or methods of transportation does not, by itself, constitute medical necessity. If a Subscriber and/or eligible dependent requests TBRS's ambulance services, and it is determined by TBRS that such services are not medically necessary, Subscriber/dependent will be liable for the actual costs incurred in providing such service. TBRS reserves the right to require physician certification of medical necessity.

B. Origination and Destination of Trips and Services. Only transportation initiated from within TBRS's service area will be covered by the Program. This constitutes all medically necessary and approved transfers from healthcare facilities within the TBRS's area to other areas within 75 miles of TBRS's offices located at 120 McKinley Street, Bennington, Vermont. With physician approval, transportation to any location within TBRS's service area is covered as well as transportation to any medical facility in Rensselaer County, New York and Northwestern Massachusetts. In all transportation, the destination shall be governed by existing medical protocols. Subscriber/dependent shall be responsible for all costs incurred in transportation to locations not covered by the Program.

C.. Air Ambulance Services and Other Ambulances not included. The Subscriber/dependent will be responsible for any and all costs incurred for any air flight ambulance services provided. No air ambulance services are provided by TBRS and are only available through other ambulance operators. TBRS does not exercise control over these services and they are not included in the Program.

D. Assignment Prohibited. Subscriber may not assign any rights and duties under this Agreement without formal approval, in writing, by an authorized signatory of the TBRS.

8. No change in TBRS Duties. Nothing in this Agreement shall be construed as imposing additional duties on the TBRS to provide individual or special ambulance services to the Subscriber. The Subscriber understands and acknowledges that TBRS owes only a duty to provide ambulance services to the general public, and that this Agreement does not create a special duty or change, or otherwise alter the general duty or the priority TBRS establishes for a response to a request for service.

9. Medical Insurance. Subscriber acknowledges and agrees that TBRS has made no representations as to whether a Subscriber should or should not carry any type of insurance. This Agreement does not require that a Subscriber carry medical insurance that covers the costs of ambulance service(s). In the event a Subscriber *does* carry medical insurance, Subscriber agrees to provide TBRS with all of Subscriber's insurance information at the time of Subscriber's enrollment in the Program. Subscriber agrees that TBRS may seek reimbursement from Subscriber's insurance carrier for the actual cost of the services. To facilitate claims processing, Subscriber authorizes such payments to be made directly to TBRS. If Subscriber receives payment from any insurer for ambulance services provided pursuant to this Agreement, Subscriber shall immediately forward that payment to TBRS. If Subscriber fails to remit any such payment to TBRS, Subscriber's membership shall be terminated and Subscriber will be billed for the full cost of services provided. TBRS will not seek reimbursement beyond the limits of the Subscriber's insurance, for services rendered pursuant to this Agreement. If the Subscriber or dependent's insurance carrier denies a claim as medically unnecessary, TBRS will exhaust all appeals to accomplish payment. If the appeal(s) fail, the Subscriber/dependent shall be responsible for all costs incurred for the ambulance service provided for that claim.

10. Liability under this Agreement. Nothing in this Agreement shall be construed as changing or altering TBRS's liability for negligent acts or omissions. With respect to matters covered by this Agreement, the Subscriber hereby indemnifies and holds harmless TBRS against any and all liability, claims, demands, costs, losses and expenses, including reasonable attorney fees and costs, for damage to property or injury including death to persons arising, or asserted to

have arisen from the active or passive negligence or actual or alleged breach or default of this Agreement by Subscriber, its agents, representatives, volunteers or employees whether sole or contributory.

11. General Matters. This Agreement constitutes the entire agreement between the parties, and no statements, promises or inducements made by either party, or agent of either party, that are not contained in this written Agreement shall be valid or binding except for rules or conditions of the Program as established by TBRS. This Agreement may not be enlarged, modified or altered, except in writing by TBRS. Any controversy or claim arising out of, or relating to, this Agreement, or its breach, shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association and each party agrees to bear its own attorney's fees and costs related to the same. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference; they do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain. All notices required by this Agreement shall be in writing, must be sent to the addresses provided herein and are deemed effective upon placement in the United States Mail, postage prepaid. This agreement shall be enforced and construed according to the laws of the State of Vermont.

12. Cancellation. TBRS reserves the right to cancel and refund a prorated portion of the Subscriber's Subscription Fee based upon the unexpired enrollment period, if, in the sole and absolute discretion of the TBRS Board of Directors, the operation of this Agreement is no longer in the best interest of the TBRS. TBRS will notify all Subscribers through regular mail at least thirty (30) days prior to canceling this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and intend to be legally bound thereby.

Bennington Rescue Squad, Inc.

Subscriber

By: _____
William E Hathaway, Executive Director

Signature

Print Name

Dated this ___ day of _____, 20___. Dated this ___ day of _____, 20__.

MEMBERSHIP APPLICATION

PLEASE COMPLETE AND SIGN BELOW EVEN IF YOU HAVE NO CHANGES TO YOUR CURRENT MEMBERSHIP. APPLICATIONS NOT SIGNED OR INCOMPLETE WILL BE RETURNED.

HEAD OF HOUSEHOLD

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| LAST NAME | | FIRST NAME | | MIDDLE INITIAL | <input type="checkbox"/> M <input type="checkbox"/> F |
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| DATE OF BIRTH | SOCIAL SECURITY # | | MEDICARE # | | |
| INSURANCE COMPANY INFORMATION: | | | | | |
| INSURANCE NAME | | POLICY # | | GROUP # | |
| CLAIMS ADDRESS | CITY | STATE | ZIP | PHONE # | |

DEPENDENTS

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| DATE OF BIRTH | SOCIAL SECURITY # | | MEDICARE # | | |
| INSURANCE COMPANY INFORMATION: | | | | | |
| INSURANCE NAME | | POLICY# | | GROUP # | |
| CLAIMS ADDRESS | CITY | STATE | ZIP | PHONE # | |

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| INSURANCE COMPANY INFORMATION: | | | | | |
| INSURANCE NAME | | POLICY# | | GROUP # | |
| CLAIMS ADDRESS | CITY | STATE | ZIP | PHONE # | |

ATTACH ADDITIONAL SHEETS IF NECESSARY

APPLICATION SIGNATURE: _____ **DATE:** _____

PLEASE PRINT APPLICATION AND RETURN YOUR CHECK, MONEY ORDER OR CREDIT CARD INFORMATION.

**Checks and money orders should be made payable to:
Bennington Rescue Squad, Inc.
120 McKinley Street, Bennington, VT 05201**

Credit Card Payments: Visa Master Card **Card #:** _____ **Expiration Date:** _____

Signature: _____ **Date:** _____