

# Saratoga County EMS Council

## [Sample] ALS Intercept Agreement

[When using this sample agreement, delete or modify text in brackets. See #11 and #12]  
The purpose of this agreement is to facilitate ALS intercept services, provide payment for care, and define obligations of agencies providing ALS intercept services (hereafter called ALS Intercept Agency) as well as agencies requesting and receiving ALS intercept services (hereafter called Transporting Agency). An ALS Intercept Agency is any NYS Certified ALS FR or Ambulance Service operating at the AEMT-CC or AEMT-P level. A Transporting Agency is any agency providing a NYS Certified ambulance, driver, and additional crew. Participating ALS Intercept and Participating Transporting Agencies are any organizations that have jointly signed a copy of this agreement within the previous 12 months.

1. A Participating Transporting Agency operating in Saratoga County may request services of any Participating ALS Intercept Agency when, in the opinion of the individual providing patient care, ALS is needed. Requests for ALS at time of initial call dispatch under a Medical Priority Dispatch Protocol will be considered a request for ALS Intercept by the Participating Transport Agency.
2. The ALS Intercept Agency agrees to respond to requests from the Transporting Agency when sufficient staffing and equipment is available, as determined by the operating guidelines of the ALS Intercept Agency.
3. The ALS Intercept Agency agrees to provide ALS personnel and equipment in accordance with the requirements of their Regional Medical Control Authority as necessary to care for the patient(s).
4. The Transporting Agency agrees to provide an ambulance, driver, additional EMT crew member(s), and BLS equipment and supplies needed to care for the patient(s).
5. Responsibility for patient care decisions will initially reside with the Transporting Agency and transfer to the ALS Intercept Agency after their provider receives a report from Transporting Agency personnel and begins assessment and treatment of the patient(s). The provider responsible for patient care will determine the priority mode of transportation. Transport destinations will be decided collaboratively between the patient(s) and both ALS Intercept and Transporting Agencies. Any disputes will be resolved by contacting an on-line medical control authority.
6. Disputes arising in patient care decisions will be decided by the individual responsible for patient care at the time the dispute arises and subsequently referred to the authority responsible for operations of the respective agencies for mediation and resolution.
7. Each provider having responsibility for patient care will separately document his or her assessment and treatment provided in a format approved by the NYS Bureau of EMS. The Transporting Agency and the ALS Intercept Agency agree to provide a completed copy of their documentation to each other and to the receiving Emergency Department before departing the Emergency Department or in electronic form on return to their respective stations.
8. Each Agency will be responsible for compensation, insurance, disability, and liability for their respective members or employees.
9. Participating ALS Intercept Agencies agree to allow Participating Transporting Agencies to bill patients for service at the current billing rate schedule used by the Transporting Agency for the level of service actually provided. This bill will include the costs of all services provided by both agencies.
10. Participating Transporting Agencies (who bill their patients) and ALS Intercept Agencies agree that all patients who receive ALS Intercept services from a Participating ALS Intercept Agency will receive a bill, regardless of whether or not those recipients are Medicare beneficiaries.

11. In the event that any portion of the total bill is collected, the Participating Transporting Agency agrees to forward payment to the Participating ALS Intercept Agency for [specify amount here or specify percentage, i.e.: 50% of the amount collected].
12. In the event that the Participating Transporting Agency does not bill the patient for services, they agree to forward payment to the Participating ALS Intercept Agency for the ALS portion of services provided at an amount equal to [specify amount here. Consider calculating rate based on 80% of the CMS (Centers for Medicare and Medicaid Services) Paramedic ALS intercept (PI), rural area, transport furnished by a volunteer ambulance company which is prohibited by State law from billing third party payers (HCPCS code AO432) rate in effect at the time the service was provided].
13. This agreement shall also apply to situations when an ALS Intercept Agency requests ALS Intercept Services from another ALS Intercept Agency for reasons such as unavailability of an ALS provider.
14. This agreement does not cover instances where the ALS Intercept Agency is also the Transporting Agency. Such circumstances are considered Mutual Aid and are covered under the Saratoga County EMS Mutual Aid Plan.
15. Any and all other ALS agreements between agencies will be considered to supercede those elements of this agreement that they might duplicate.
16. This agreement constitutes a valid contract between the undersigned agencies. Either party undersigned may terminate their participation in this agreement at any time by providing 30 days advance written notice to the other.

“This agreement has been discussed and approved by the governing body having authority to contractually engage the agencies named below”

Intercept Agency:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Transporting Agency:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

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