

**AGREEMENT MODIFICATION TO
EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT**

This Agreement Modification amends, modifies, and adds to the EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT between the City of Newberg and the City of Springfield, effective July 1, 1994. This Agreement Modification is attached to that EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT and becomes a part of said AGREEMENT.

In consideration of the mutual covenants and agreements herein contained and contained in said EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT, the parties do hereby agree that:

1. Paragraph 3, be and is hereby amended, and is to read as follows:
 3. Duration. This agreement will commence on July 1, 1997 and continue to June 30, 1999, unless extended or terminated as provided herein.
2. Paragraph 5, of exhibit B, be and is hereby amended, and is to read as follows:
 5. Pay Springfield the amount of \$31.25 per patient billed on behalf of Newberg. Amount due for services rendered by Springfield will be invoiced monthly. Invoices will be sent to Newberg as soon as possible after month end patient statistics have been computed and will list the number of patients billed and the amount due to Springfield.

Except as changed, amended, modified, and added to hereby, said EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT shall remain in full force and effect.

CITY OF NEWBERG, OREGON:

CITY OF SPRINGFIELD, OREGON:


Authorized Representative


Authorized Representative

Duane R. Cole
(Print or Type Name)

MICHAEL A. KENNY
(Print or Type Name)

City Manager
Title

CITY MANAGER
Title

7/7/1997
Date

6/30/97
Date

5/15/95

original ~~sale~~
~~contract~~

CITY OF SPRINGFIELD, OREGON

**DEPARTMENT OF FIRE & LIFE SAFETY
EMERGENCY MEDICAL SERVICES
ACCOUNT SERVICES
FIREMED**

May 10, 1995



225 FIFTH STREET
SPRINGFIELD, OR 97477
(503) 726-3737
FAX (503) 726-2297

Michael Sherman, Fire Chief
Newberg Fire Department
414 East Second Street
Newberg OR 97132

Dear Michael:

It is time to renew the EMS Account Services Intergovernmental Contract we have to provide billing and collection services to your agency. Our current agreement expires on June 30, 1995.

I've taken the liberty of formulating an Agreement Modification to our existing agreement. This document revises certain portions of our existing agreement. Most importantly it extends the duration of the contract, one year, through June 30, 1996. In addition, I'm suggesting some other minor language changes that our city attorney suggested or that better reflect what we each are actually providing. I've attached a highlighted version of the Agreement Modification to show the revised language. Also attached is our current agreement for your reference.

You should be happy to note that I am not recommending an increase in the amount per patient billed. This fee will remain at \$29.75 per patient.

If the agreement modifications are acceptable to you, please sign both copies where I have indicated. Retain one copy for your records and return the other copy to me.

We have been very pleased and proud to serve your department and your patients. I hope that our services have been as beneficial to you as well. Please let me know if there are any areas where we can serve you better.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Garitz", is located below the "Sincerely," text.

John M. Garitz
Deputy Chief for Emergency Medical Services

Attachment: Agreement Modification, 2 copies

AGREEMENT MODIFICATION TO
EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT

BETWEEN: The City of Springfield, an Oregon
municipal corporation

(SPRINGFIELD)

AND: The City of Newberg, an Oregon
municipal corporation

(NEWBERG)

EFFECTIVE DATE: July 1, 1995

EXPIRATION DATE: June 30, 1996

This Agreement Modification changes, amends, modifies, and adds to the "EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT" between the Cities of Newberg and Springfield effective July 1, 1994. This Agreement Modification is attached to that EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT.

In consideration of the mutual covenants and agreements herein contained and contained in said agreement for EMS ACCOUNT SERVICES, the parties do hereby agree that:

Paragraph 3 of said agreement be and is hereby amended and is to read as follows:

3. Duration. This agreement will commence on July 1, 1995 and continue to June 30, 1996, unless extended or terminated as provided herein.

Paragraph 4, sub-paragraph B of said agreement be and is hereby amended and is to read as follows:

- B. If the parties, after negotiation, agree on the fee for services, an Agreement Modification that stipulates any and all agreement changes including the revised fee and term shall be executed. The Agreement Modification shall be attached to this agreement. The Agreement Modification must be approved and executed by both Cities in accordance with their respective contract approval processes in order to become effective.

Paragraph 8 of EXHIBIT A of said agreement be and is hereby amended and is to read as follows:

8. Accept patient payments made with a VISA, MasterCard, Discover, or American Express credit card.

Paragraph 14 of EXHIBIT B of said agreement be and is hereby amended and is to read as follows:

14. Provide a local Newberg seven digit telephone number that will automatically forward calls to the Springfield Account Services office.

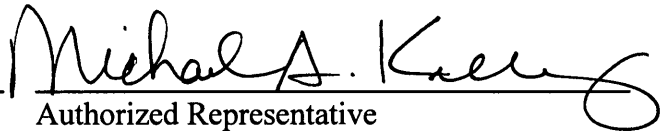
Except as changed, amended, modified, and added to hereby, said agreement for EMS ACCOUNT SERVICES shall be and remain in full force and effect.

CITY OF NEWBERG, OREGON:

CITY OF SPRINGFIELD, OREGON:



Authorized Representative



Authorized Representative

Duane R. Cole
(Print or Type Name)
Per Rex. 94-1851

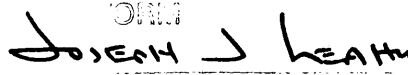
Michael A. Kelly
(Print or Type Name)

City Manager
Title

City Manager
Title

May 15, 1995
Date

May 9, 1995
Date


May 9, 1995
CITY OF SPRINGFIELD, OREGON

HIGHLIGHTED REVISIONS
TO EXISTING LANGUAGE.

AGREEMENT MODIFICATION TO EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT

BETWEEN: The City of Springfield, an Oregon
municipal corporation

(SPRINGFIELD)

AND: The City of Newberg, an Oregon
municipal corporation

(NEWBERG)

EFFECTIVE DATE: July 1, 1995

EXPIRATION DATE: June 30, 1996

This Agreement Modification changes, amends, modifies, and adds to the "EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT" between the Cities of Newberg and Springfield effective July 1, 1994. This Agreement Modification is attached to that EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT.

In consideration of the mutual covenants and agreements herein contained and contained in said agreement for EMS ACCOUNT SERVICES, the parties do hereby agree that:

Paragraph 3 of said agreement be and is hereby amended and is to read as follows:

3. Duration. This agreement will commence on July 1, 1995 and continue to June 30, 1996, unless extended or terminated as provided herein.

Paragraph 4, sub-paragraph B of said agreement be and is hereby amended and is to read as follows:

- B. If the parties, after negotiation, agree on the fee for services, an Agreement Modification that stipulates any and all agreement changes including the revised fee and term shall be executed. The Agreement Modification shall be attached to this agreement. The Agreement Modification must be approved and executed by both Cities in accordance with their respective contract approval processes in order to become effective.

Paragraph 8 of EXHIBIT A of said agreement be and is hereby amended and is to read as follows:

8. Accept patient payments made with a VISA, MasterCard, Discover, or American Express credit card.

Paragraph 14 of EXHIBIT B of said agreement be and is hereby amended and is to read as follows:

14. Provide a local Newberg seven digit telephone number that will automatically forward calls to the Springfield Account Services office.

Except as changed, amended, modified, and added to hereby, said agreement for EMS ACCOUNT SERVICES shall be and remain in full force and effect.

CITY OF NEWBERG, OREGON:

CITY OF SPRINGFIELD, OREGON:

Authorized Representative

Authorized Representative

(Print or Type Name)

(Print or Type Name)

Title

Title

Date

Date

EXISTING

AGREEMENT

EMS ACCOUNT SERVICES INTERGOVERNMENTAL CONTRACT
(Ambulance Billing and Collections)

BETWEEN: The City of Springfield, an Oregon
municipal corporation (SPRINGFIELD)

AND: The City of Newberg, an Oregon
municipal corporation (NEWBERG)

EFFECTIVE DATE: July 1, 1994

EXPIRATION DATE: June 30, 1995

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform.
- B. Timely and accurate billing and collections for ambulance services are high priorities for both Newberg and Springfield.
- C. Centralizing the billing and collection services pools expertise and reduces administrative costs.
- D. Springfield is willing to furnish billing and collection services for the Newberg ambulance service area.
- E. Newberg desires to enter into a contract with Springfield whereby Springfield will provide billing and collection services on behalf of Newberg for patients served by the Newberg EMS system.
- F. Springfield is willing to provide services to Newberg on the terms and conditions set forth herein.

AGREEMENT

1. Services to be Provided. Springfield agrees to perform the services described in Exhibit A, which is attached hereto and made a part hereof.
2. Newberg Responsibilities. Newberg agrees to perform the obligations and pay for the services performed by Springfield at the rate and in the manner described in Exhibit B, which is attached hereto and made a part hereof.

3. Duration. This agreement will commence on July 1, 1994 and continue to June 30, 1995, unless extended or terminated as provided herein.

4. Extension. This agreement may be extended for additional one year periods upon compliance with the following procedure:

- A. At least 30 days prior to the end of the contract period, or at the time mutually agreed upon by Springfield Contract Representative and Newberg Contract Representative, Springfield shall submit a proposed fee for services to Newberg for its review.
- B. If the parties, after negotiation, agree on the fee for services, an Agreement Modification that stipulates any and all agreement changes including the revised fee and term shall be executed. The Agreement Modification shall be attached to this agreement.

5. Termination. Any party may terminate this agreement, with or without cause, upon 60 days prior written notice to the other party's Contract Representative. Newberg will reimburse Springfield for Newberg's share of reasonable expenses incurred by Springfield in connection with a contract termination made under this provision.

6. Obligations upon Termination. Except for Default pursuant to paragraph 7, upon termination, Springfield shall continue to perform all services set forth in Exhibit A for all ambulance incidents occurring prior to the termination date except that instead of turning problem accounts over to a collection agency or small claims court, these accounts shall be returned to Newberg for further processing. Upon completion of all services at termination, Springfield shall return all books, accounts and records to Newberg that relate solely to billing accounts received from Newberg. After termination, Springfield shall have no obligation to render further services for Newberg except that Springfield shall continue to forward payments received on Newberg accounts to Newberg.

7. Default. In the event Newberg shall fail to comply with any term or condition or fulfill any obligation of this agreement, Springfield may terminate the agreement upon 14 days written notice to Newberg's Contract Representative. Springfield shall turn over to Newberg all receipts, books, accounts, and records in the possession of Springfield that relate solely to billing accounts received from Newberg. In such event, Springfield shall have no obligation to render further services to Newberg except that Springfield shall continue to forward payments received on Newberg's accounts to Newberg. Newberg will reimburse Springfield for Newberg's share of reasonable expenses incurred by Springfield in connection with a contract termination made under this provision.

8. Representatives and Notice. Each party shall appoint a Contract Representative to represent the party for the purpose of extending this agreement and giving or receiving

any notices provided for in this agreement and to perform such other functions as are set forth in this agreement and the Exhibits hereto. The initial Contract Representatives are named on Exhibit C which is attached hereto and made a part hereof. A party may change its Contract Representative by providing the other party with an updated Exhibit C, approved by either its City Manager or Fire Chief. Newberg shall appoint a Fire Department Representative to perform the Fire Department functions stated on Exhibit B. The initial Fire Department Representative named on Exhibit C may be changed in the same way that Contract Representatives are changed.

9. **Indemnification.** Newberg agrees to indemnify, hold harmless, and defend Springfield, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses, including fidelity losses and attorney fees which arise out of the action or inaction of Newberg, its officials, or employees in the performance of its obligations under this agreement.
10. **Waiver and Modification.** The conditions and provisions of contract may be modified by mutual consent of parties. Any waiver of any condition or provision of this agreement or modification hereof shall not be effective unless it is in writing, signed by both parties. Waiver of strict performance of any provision of this agreement shall not be a waiver of or prejudice to a party's right to require strict performance of the same provision or of any other provision in the future.
11. **Attorney Fees.** In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal, or upon review.
12. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail postage fully pre paid, certified, return receipt requested, addressed to the parties designated in Exhibit C. Either party may change its address by notice given to the other in accordance with this paragraph.
13. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all prior communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
14. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon. The parties to this contract do not intend to confer on any third party any rights under this contract.
15. **Jurisdiction and Venue.** All actions relating to this contract shall be tried before the courts of the state of Oregon to the exclusion of all other courts which might have

jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

CITY OF NEWBERG, OREGON:

CITY OF SPRINGFIELD, OREGON:


Authorized Representative

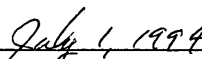

Authorized Representative


(Print or Type Name)


(Print or Type Name)


Title


Title


Date

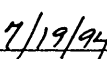

Date

EXHIBIT A

SPRINGFIELD SERVICES

Springfield agrees to perform the following services:

1. Perform all billing and collection services for all ambulance service fees and charges established by Newberg, including, but not limited to, collection costs and attorney fees.
2. Bill customers and/or insurance companies in a timely manner after receipt of patient billing information from Newberg. Assist customers in the preparation of forms that are required by their insurance companies.
3. Electronically transfer all funds collected on Newberg accounts, whether received within the contract period or thereafter, to Newberg on a monthly basis. Funds shall be transferred as soon as possible after month-end posting has been completed. Receipts shall include all monies received by Springfield on account of ambulance service provided by Newberg excluding any sums overpaid by the customer which Springfield shall refund to the customer.
4. Provide the following data on a monthly basis:
 1. Amount billed (categorized by non-member and member)
 2. Number of patients billed (categorized by non-member and member)
 3. Amount collected (categorized by non-member, member, and collection recovery)
 4. Amount of write-downs and write-offs
 5. Refunds made for overpayments
 6. Other adjustments
 7. Accounts Receivable balance
5. Assist Newberg in the formulation of ambulance rate structures and fees.
6. Assist Newberg in the development of managed healthcare contracts.
7. Springfield shall meet with Newberg's designated representative to discuss problems and performance as needed.
8. Accept patient payments made with a VISA or MasterCard credit card.
9. Allow patients to pay their bills in installments when the patient meets criteria for the installment plan option and when so authorized by the Newberg Fire Chief.

EXHIBIT B

NEWBERG PAYMENT AND OBLIGATIONS

Newberg agrees to make payment and perform as follows:

1. Cooperate to the greatest extent possible with Springfield in its efforts to perform the services described in Exhibit A.
2. Have Fire Department Representative ensure that all ambulance service incident reports use mutually agreed upon report forms and are completed according to the mutually agreed upon instructions of Springfield. Forward incident reports and other billing information forms to Springfield in a timely manner.
3. Designate a single person in an administrative position to receive and evaluate all complaints by Newberg officials and employees regarding Springfield's performance under this agreement, and share the information with the appropriate Springfield Representative in a timely manner.
4. Refer all citizen inquiries regarding their statements to Springfield.
5. Pay Springfield the amount of \$ 29.75 per patient billed on behalf of Newberg. Amount due for services rendered by Springfield will be invoiced monthly. Invoices will be sent to Newberg as soon as possible after month end patient statistics have been computed and will list the number of patients billed and the amount due to Springfield.
6. Pay Springfield actual amount of credit card discounts applied to Newberg patient accounts when patient account is paid with a credit card.
7. Pay Springfield additional billing and collection costs incurred by Springfield for special purposes if such additional costs were approved by Newberg prior to being incurred.
8. Minimize Springfield's reporting requirements to as great an extent as is reasonably possible.
9. Meet with Springfield's designated representatives to discuss problems and performance as needed.
10. Cooperate in the development or alteration of mutually acceptable billing and collection policies, procedures, practices or forms.

EXHIBIT B

NEWBERG PAYMENT AND OBLIGATIONS

Page 2

11. Permit Springfield to review and comment on any contract or agreement that Newberg may enter into that could impact ambulance fees, charges, or billing and collection practices. Negotiate in good faith any impact that the above mentioned contracts or agreements may have on Springfield's ability to provide the services listed in Exhibit A or upon the price per patient billed as listed in Exhibit B, paragraph 5.
12. Provide a liaison in or with Newberg's communication and dispatch center to assist with the approval/denial process for non-emergency ambulance transfers.
13. Provide a current listing of members of Newberg's ambulance membership program, if applicable, to ensure that member patients are billed according to the membership terms of agreement.
14. Reimburse Springfield for the installation fee, monthly fee, and long distance charges for a local Newberg seven digit phone number that will automatically forward calls to the Springfield Account Services office.

EXHIBIT C

REPRESENTATIVES

City of Springfield:

Contract Representative:

John Garitz, Deputy Chief
Department of Fire and Life Safety
225 North Fifth Street
Springfield OR 97477
Telephone: 726-3737

City of Newberg:

Contract Representative:

Michael B. Sherman, Fire Chief
City of Newberg Fire Department
414 East Second Street
Newberg OR 97132-3006

Fire Department Representative:

Michael B. Sherman, Fire Chief
City of Newberg Fire Department
414 East Second Street
Newberg OR 97132-3006