

EMS ACCOUNT SERVICES INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between the City of Springfield, an Oregon municipal corporation, acting by and through its Department of Fire and Life Safety, hereinafter referred to as "Springfield" and the City of Newberg, an Oregon municipal corporation, on behalf of its ambulance service, hereinafter referred to as "Newberg."

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. Provision of services for the remuneration specified in this Agreement will mutually benefit the parties to it.
- C. Timely and accurate billing, collection, and patient account services for ambulance services are high priorities for both Newberg and Springfield.
- D. Newberg desires to enter into an Agreement with Springfield whereby Springfield will provide billing, collection, and patient account services on behalf of Newberg for all billable patients serviced by the Newberg Emergency Medical Services system.
- E. Springfield is willing to furnish ambulance billing, collection, and patient account services to Newberg according to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the covenants contained herein, the parties hereby agree as follows:

- 1. **Springfield Services to be Provided.** Springfield agrees to provide 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 in the manner and at the rate described in EXHIBIT B, which is attached hereto and made a part hereof.
- 3. **Contract Duration.** This Agreement shall commence on July 1, 2003 and shall continue until June 30, 2004 unless extended, modified, or terminated as provided herein.
- 4. **Extension.** An on-going relationship is contemplated by this Agreement. Therefore, this Agreement may be extended for additional one-year periods upon compliance with the provisions of paragraph 12 and with the following procedure:
 - 4.1. At a time mutually agreed upon by the Springfield Contract Representative and the Newberg Contract Representative, Springfield shall submit a proposed fee for services and any other proposed Agreement revisions to Newberg for its review.
 - 4.2. If the parties, after negotiation, agree, an Agreement Modification that stipulates any and all Agreement modifications shall be executed. The Agreement Modification shall be attached to this Agreement.
- 5. **Representatives.** 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 in EXHIBIT C, which is attached hereto and made a part hereof. A party may change its Contract Representative by notifying the other party in conformance with the provisions of paragraph 9. Newberg shall appoint an Ambulance Service Representative to perform the Ambulance Service functions stated on EXHIBIT B. The initial Ambulance Service Representative named on EXHIBIT C may be

changed in the same way that Contract Representatives are changed. One person may serve in both representative capacities, if that person meets the qualifications to perform both functions.

6. **Status.** In providing services specified in this Agreement (and any associated services), both parties are public bodies and maintain the public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

7. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

8. **Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.

9. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United State mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in EXHIBIT C. Either party may change its address by notice given to the other in accordance with this paragraph.

10. **Integration.** This Agreement 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.

11. **Interpretation.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon

12. **Modification.** This Agreement or any of its Exhibits may be modified at any time by mutual consent of parties. No change or modification of this Agreement or any of its Exhibits shall be valid or binding upon the parties hereto unless such a change or modification is in writing signed by all the parties hereto.

13. **Termination.** Upon 180 days prior written notice delivered to the persons designated in EXHIBIT C, either party, without cause, may terminate its participation in this Agreement.

14. **Obligations upon Termination.** Except for Default pursuant to paragraph 15, 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.

15. **Default.** In the event that 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. The provisions of paragraph 14 shall apply in connection with an Agreement termination made under this provision.

16. **Waiver and Breach.** The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed a waiver of such term or condition in the future.

- 95 17. **Attorney Fees.** In the event of any action to enforce or interpret this Agreement, the prevailing
96 party shall be entitled to recover from the losing party such additional sums as the court may
97 adjudge for reasonable attorney fees plus all costs and disbursements at trial, on any appeal, or
98 upon review.
- 99 18. **Notice of Adverse Action.** Each party shall notify the other in writing, within five days of
100 receiving any written, or oral notice of any adverse action naming or otherwise involving the other.
- 101 19. **Severability.** Invalidation of any term or provision herein by judgment or court order shall not
102 affect any other provision, which shall remain in full force and effect.
- 103 20. **Force Majeur.** Neither party to this Agreement shall be held responsible for delay or default
104 caused by fire, riot, acts of God, and/or war that are beyond that party's reasonable control.
105 Newberg may terminate this Agreement upon written notice after determining such delay or
106 default will reasonably prevent successful performance of the Agreement.
- 107 21. **Exhibits.** Each Exhibit, if any, to this Agreement is made a part of this Agreement as though set
108 forth fully herein. Any provision of any Exhibit that is in conflict with any provision of this
109 Agreement shall take precedence and supersede the conflicting provision of this Agreement.
- 110 22. **Paragraph Headings.** The paragraph headings appearing in this Agreement are not to be
111 construed as interpretations of the text, but are inserted for convenience and reference of the
112 reader only.

113 BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE BELOW, EACH PARTY
114 ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES
115 TO BE BOUND BY ITS TERMS AND CONDITIONS.

116 IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

117
CITY OF NEWBERG, OREGON:



Authorized Representative

James H. Bennett

Print Name

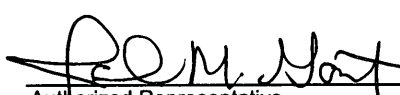
City Manager

Title

2/2/04

Date

CITY OF SPRINGFIELD, OREGON:



Authorized Representative

John M. Garitz

Print Name

Deputy Chief for EMS

Title

January 16, 2004

Date

EMS Account Services Intergovernmental Agreement

EXHIBIT A

Springfield Services. Springfield agrees to perform the following services:

1. Perform billing and collection services under this Agreement on behalf of and in the best interests of Newberg according to the policies, rates, schedules, and instructions established by Newberg.
2. Bill customers and/or insurance companies in a timely manner after receipt of completed patient billing information from Newberg. Assist customers in the preparation of forms that are required by their insurance companies.
3. Appeal denials based upon medical necessity when documentation supports the need for services rendered by Newberg.
4. Refer delinquent patient accounts to a collection agency, as appropriate.
5. Accept patient payments made with a VISA, MasterCard, Discover, or American Express credit cards.
6. Allow patients to pay their bills in installments when the patient meets criteria for the installment plan option.
7. Transfer all funds collected on Newberg accounts, whether received within the Agreement period or thereafter, to Newberg after the month-end posting has been completed, according to the payment disposition instructions established by Newberg. The transfer of funds shall consist of all monies received by Springfield on account of ambulance services provided by Newberg, excluding any sums overpaid by the customer or third party payer that Springfield shall refund.
8. Springfield shall put Newberg's billing data on the same computer as its own billing data and shall take all reasonable precautions to protect said data. Springfield shall not be responsible for loss of Newberg data, or any damages or loss to Newberg resulting from said loss of data, if that loss of data results from circumstances beyond Springfield's control.
9. Provide the following data on a monthly basis:
 - 9.1. Amount billed (categorized by non-member and member)
 - 9.2. Number of patients billed (categorized by non-member and member)
 - 9.3. Amount collected (categorized by non-member, member, and collection recovery)
 - 9.4. Amount of write-downs and write-offs
 - 9.5. Refunds made for overpayments
 - 9.6. Other adjustments
 - 9.7. Accounts receivable balance
10. Cooperate in the development or alteration of mutually acceptable billing and collection policies, procedures, practices, or forms.
11. Assist Newberg in the formulation of ambulance rate structures and fees.
12. Assist Newberg in the analysis and development of managed healthcare agreements.
13. Minimize Newberg's reporting requirements to as great an extent as is reasonably possible.
14. Meet with Newberg's designated representatives to discuss problems and performance as needed.
15. Provide reasonably necessary mutually agreed upon training to appropriate Newberg field and administrative staff regarding the gathering of necessary information and proper completion of run reports.
16. Provide mutually agreed upon additional services for special purposes, or for work outside the normal scope of this Agreement.

EMS Account Services Intergovernmental Agreement

EXHIBIT B

Newberg Payment and Obligations. Newberg agrees to make payment and perform as follows:

1. Establish the policies, rates, schedules, and instructions for the billing of Newberg's patients and the disposition of payments received for Springfield to use when providing services to Newberg. Newberg may modify or revoke its policies, rates, schedules, and instructions, at its discretion.
 - 1.1. Newberg agrees that the policies, instructions, rates, schedules, and payment disposition for Springfield to use when providing services to Newberg shall be made in good faith and shall comply with all applicable laws, rules, and regulations.
 - 1.2. Newberg shall negotiate in good faith any impact that modifications or revocations 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 13.
2. Provide Springfield, in a mutually acceptable format, the necessary information and proper documentation required to prepare and reach final adjudication of patient claims, to include:
 - 2.1. Ensuring that all ambulance service incident reports use mutually agreed upon report forms and are completed according to the mutually agreed upon instructions of Springfield.
 - 2.2. Obtaining appropriate patient encounter, demographic, financial, and insurance information as required to process patient account.
 - 2.3. Obtaining an appropriate patient or patient representative signature for all billable patients in a mutually acceptable form or format. Springfield shall not be held responsible for billing or collections on accounts without aforementioned signature.
 - 2.4. Obtaining a signed Physician Certification Statement (PCS) of Medical Necessity for non-emergency services as required. Springfield shall not be held responsible for billing or collections on accounts without aforementioned PCS.
 - 2.5. Providing indication of the ambulance membership status of billable patients to ensure that member patients are billed according to their membership terms of agreement.
 - 2.6. Forwarding reports and other billing information forms to Springfield in a timely manner.
 - 2.7. Both parties agree that Springfield will make reasonable efforts to verify and/or obtain information needed to process patient accounts, however, Springfield is not responsible for errors or omissions when relying on information provided by Newberg.
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 accounts to Springfield.
5. Cooperate to the greatest extent possible with Springfield in its efforts to perform the services described in EXHIBIT A.
6. Provide the following to Springfield at time of Agreement execution:
 - 6.1. Medicare, Medicaid, and any other insurance provider numbers assigned to Newberg.
 - 6.2. Copy of most recent Ambulance Service License issued by the Oregon Health Division.
 - 6.3. Copy of letter 147C from the Internal Revenue Service showing the legal name and tax identification number or employer identification number for City of Newberg.
 - 6.4. Power of Attorney to endorse payments received on behalf of, and payable to Newberg.
7. Minimize Springfield's reporting requirements to as great an extent as is reasonably possible.

- 206 8. Meet with Springfield's designated representatives to discuss problems and performance as
207 needed.
- 208 9. Cooperate in the development or alteration of mutually acceptable billing and collection policies,
209 procedures, practices, or forms.
- 210 10. Permit Springfield to review and comment on any contract or agreement that Newberg may enter
211 into that could affect ambulance fees, charges, or billing and collection practices. Negotiate in
212 good faith any impact that the above-mentioned contracts or agreements may have on
213 Springfield's ability to provide the services listed in EXHIBIT A or upon the price per patient billed
214 as listed in EXHIBIT B, paragraph 13.
- 215 11. Provide a liaison in or with Newberg's communication and dispatch center to assist with the
216 approval/denial process for non-emergency ambulance transfers.
- 217 12. If desired, provide, at Newberg's expense, a local Newberg seven-digit telephone number or toll-
218 free long distance number that will automatically forward calls to the Springfield Account Services
219 office.
- 220 13. Pay Springfield for services rendered according to the following schedule:
- 221 13.1. For monthly services provided to Newberg, the amount of \$35.10 per patient billed on
222 behalf of Newberg. Amount due for services rendered by Springfield will be invoiced
223 monthly. Invoices will be sent to Newberg as soon as possible after month-end patient
224 statistics have been computed and will list the number of patients billed and the amount
225 due to Springfield.
- 226 13.2. Pay Springfield additional billing and collection costs incurred by Springfield for special
227 purposes, or for work outside the normal scope of this Agreement, if Newberg approved
228 such additional costs before being incurred.
- 229 13.3. Other than the fees and charges for services rendered as described in this Agreement,
230 Springfield shall have no financial interest in, nor is its compensation related to, the
231 amounts billed and/or collected on behalf of Newberg, regardless of whether amounts
232 were actually collected.

EMS Account Services Intergovernmental Agreement

EXHIBIT C

Representatives. As provided in paragraph 5, the following individuals are the designated representatives to perform the functions set forth in this Agreement.

1. Springfield Contract Representative

John Garitz, Deputy Chief
Springfield Fire and Life Safety
225 North Fifth Street
Springfield OR 97477
Phone: 541-726-3737 FAX: 541-726-2297
e-mail: jgaritz@ci.springfield.or.us

2. Newberg Contract Representative

<u>Michael B. Sherman</u>	<u>Fire Chief</u>
Contact	Title

City of Newberg Fire Department
Agency

414 East Second Street
Address

Newberg OR 97132-3006
City State Zip

<u>503-537-0722</u>	<u>503-538-7441</u>
Phone	FAX

E-mail

3. Newberg Ambulance Service Representative

<u>Michael B. Sherman</u>	<u>Fire Chief</u>
Contact	Title

City of Newberg Fire Department
Agency

414 East Second Street
Address

Newberg OR 97132-3006
City State Zip

<u>503-537-0722</u>	<u>503-538-7441</u>
Phone	FAX

E-mail