

AMBULANCE MEMBERSHIP INTER-AGENCY RECIPROCAL AMBULANCE BILLING AGREEMENT

AGENCY: _____

This Agreement is made pursuant to ORS 731.036(7) and ORS 190.010 between cities, fire districts, and rural ambulance districts that provide ambulance and emergency medical services that accept a prepayment fee and the assignment of insurance benefits, if any, in consideration for providing ambulance and emergency medical services. For purposes of this Agreement, the cities, fire districts and rural ambulance districts, all participating agencies, will be hereinafter referred to as Agency/Agencies.

This Agreement is solely for the purposes of providing a reciprocal billing structure which will facilitate the provision of ambulance and emergency medical services to persons within the service areas of the agencies listed on Appendix A. Except as may be set forth in this Agreement or other agreements between and among the respective agencies, the agencies have no other relationship.

For purposes of this Agreement it is understood that persons who have made the prepayment for ambulance and medical services and assigned their respective insurance proceeds, will be hereinafter referred to as Member(s).

RECITALS

- A. ALL AGENCIES who are or may become signatories to counterparts of this Agreement desire to enter into an Agreement for the sole purpose of facilitating billing for ambulance and emergency medical services.
- B. This agreement for billing of ambulance and emergency medical services relates solely to those services provided to Members.
- C. This Agreement provides solely for the billing of ambulance and emergency medical services. It does not address or relate to the service level of quality of ambulance and emergency medical services provided by any Agency, which is a party to this agreement.
- D. Each AGENCY which is a municipal corporation or other public body or political subdivision warrants that it has the lawful authority under the laws of the state in which it exists, and under its own charter, ordinances, by-laws, and regulations to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are expressly made a part of this Agreement, the Agencies provide and agree as follows:

- 1. By execution of this Agreement, Agency enters into an agreement with each of the other agencies listed on Appendix A for reciprocal billing for members receiving ambulance and emergency medical services; provided however Agency may delete one or more agencies from Appendix A by simply lining through the specific agency or agencies on Appendix A prior to execution of this Agreement. Upon receipt of this Agreement, City of Springfield will provide notification to each agency of the agencies which have agreed to reciprocal billing with that agency.
- 2. MEMBERS from any one of the AGENCIES that are a party to this Agreement are entitled to whatever benefits are set forth in the member application forms of any other of the Agencies provided that:
 - A. A MEMBER of any one of the AGENCIES receives ambulance services from any other of the AGENCIES;
 - B. That MEMBER forwards a copy of the bill for services to the AGENCY to which they hold a valid membership, (home AGENCY) within 30 days of receipt;
 - C. The home AGENCY submits a copy of the signed MEMBER application, to the AGENCY that rendered service, within 30 days of receipt of proof of billing;
 - D. The AGENCY that renders service shall apply the terms of the Agreement that Agency has with its own MEMBERS to services rendered for a MEMBER of any one of the AGENCIES that are reciprocal agencies. It is the intent of this Agreement that MEMBERS of reciprocal AGENCIES shall be treated in the same manner that an AGENCY treats its own MEMBERS. Questions regarding these Agreements are referred to the AGENCY rendering service;
 - E. The home AGENCY will cooperate and will not interfere with the collection efforts of the AGENCY rendering service;

F. The AGENCY rendering service has no claims of any type, legal or otherwise on the home AGENCY.

3. SERVICE LEVEL. This Agreement does not describe or address the quality or service level of ambulance and emergency medical services provided by any agency. That service level is more appropriately left to the sound discretion of each agency.
4. AGENCY RESPONSIBILITIES. Each agency is solely responsible for the structure, content, and admission criteria of their ambulance and emergency medical services for members.
5. TERMINATION. Any AGENCY may, with or without cause, terminate its participation in this Agreement during its term upon not less than thirty (30) days prior written notice to the Fire Chief of the City of Springfield, Oregon. The termination of an AGENCY'S participation in this Agreement will:
 - A. Not prevent any other AGENCY from continuing to operate under the terms of this Agreement with respect to those AGENCIES who have not terminated their participation under this Agreement;
 - B. Not affect the rights under this Agreement of any AGENCY, including the terminating AGENCY, with respect to services performed for any MEMBER prior to the effective date of termination;
 - C. Terminate any and all obligations to other AGENCIES and their MEMBERS under or derived from this Agreement with respect to services provided by the terminating AGENCY after the effective date of termination;
 - D. Terminate any and all obligations to the terminating AGENCY and its members under or derived from this Agreement with respect to services provided by any other AGENCY after the effective date of termination.
6. INDEMNIFICATION/HOLD HARMLESS. Each AGENCY agrees to indemnify every other AGENCY from each and every claim, which the indemnitor would be legally liable to pay if:
 - A. A claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and
 - B. The loss or injury sustained by the claimant resulted from the acts, errors, or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible.

This mutual right to indemnity is in addition to and not in lieu of any other legal right of contribution or indemnity which may exist in favor of either party; and the right to indemnity extends to officers, employees and Agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend, and save harmless.

7. ATTORNEY FEES AND COURT COSTS. If any suit, action or other proceeding, or an appeal therefrom, is instituted to establish, obtain, enforce or compel any right in connection with or resulting from this Agreement, the parties agree that the prevailing party(ies) shall be entitled to recover from the adverse party, in addition to costs and disbursements, such additional sums as the courts, both trial and appellate, may adjudge reasonable as attorney's fees.
8. ADDING PARTIES.
 - A. The parties recognize that after this counterpart Agreement is signed, other parties may desire to enter into this Agreement by executing their own counterpart copies. The parties recognize the desirability of expanding the public benefits of reciprocal billing under this Agreement, but also recognize that there may be ambulance service providers whose plan documents or billing practices may be contrary to the public interest intended to be served by this Agreement, and thus unacceptable to those parties.
 - B. The City of Springfield shall notify all other participating AGENCIES of the addition of a new reciprocal AGENCY. Such addition and notification will occur by the parties being provided with a new Appendix A. Appendix A shall be a list of all current AGENCIES who have agreed to be bound by the terms and conditions of this Inter-Agency Reciprocal Ambulance Billing Agreement and to provide reciprocal ambulance billing with the other AGENCIES described on Appendix A. As a matter of information it is understood that there may be one or more Inter-Agency Reciprocal Ambulance Billing Agreements in effect because of the possibility that an AGENCY may choose not to participate in an Inter-Agency Reciprocal Ambulance Billing Agreement with one or more other AGENCIES.
9. FORMALITIES OF EXECUTION.
 - A. To avoid numerous and repetitive signatures, the parties agree that each AGENCY shall sign duplicate original copies of this Agreement, and the City of Springfield, Oregon shall assume responsibility for maintaining one such original signed by the AGENCY and by the Springfield Fire Chief validating the AGENCY'S participation in this agreement.

- B. Springfield shall notify all participating AGENCIES within ten days of receipt of termination notice from any AGENCY. Upon request of any AGENCY, the Springfield Fire Chief shall provide a duly certified copy of the original counterpart of this Agreement that was signed by any AGENCY.
- C. Springfield shall promptly notify all participating AGENCIES when a new AGENCY has been accepted as a party to this Agreement. Failure of the Springfield Fire Chief to give such notice shall not affect the rights of the new AGENCY nor of any member of any AGENCY.
- D. The City of Springfield, its officers, agents and employees shall assume no liability, authority or responsibility to all AGENCIES and their officers, agents and employees and their MEMBERS except for the limited and express responsibility set forth in this section. Such responsibilities shall not be construed to create any agency, contractor/contractee, supervisory, fiduciary, or other special relationship imposing any special duty, responsibility or liability on said City.

10. COMPLETE AGREEMENT; SAVINGS CLAUSE.

- A. This Agreement represents the full and complete agreement and understanding of the parties, superseding any and all prior agreements, negotiations and representations except as expressly provided herein. All prior agreements concerning the same subject matter are hereby replaced in their entirety by this Agreement as of the date set forth below to the extent that such prior agreement or agreements would apply between the undersigned AGENCY and any other AGENCY which is a party to a counterpart of this Agreement.
- B. Should any provision of this Agreement be ruled invalid or unenforceable by a court of competent jurisdiction the parties expressly declare that each and every provision herein is severable, and shall not be affected by such ruling, it being the intent of the parties that no provision was considered to be so important that without it there would have been no agreement as to the remainder.
- C. This Agreement shall be governed by the laws of the State of Oregon.

11. TERM OF AGREEMENT. This Agreement shall take effect upon acceptance by the City of Springfield Fire Chief as set forth below, and shall be perpetual, subject to the right of any AGENCY to terminate its participation upon notice as provided in Article 5 hereof.

The following AGENCY is a party to the Agreement as evidenced by the signatures of authorized representative(s) below:

_____ Name of Agency	CITY OF SPRINGFIELD, OREGON: _____
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ (Print or Type Name)	_____ (Print or Type Name)
_____ Title	_____ Title
_____ Date	_____ Date

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