

## AMENDMENT TO DECEMBER, 2001 AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as “City,” and the Overland Park Fire Department, Inc. a private, not for profit corporation, hereinafter referred to as “Fire Department,” is an amendment to the Agreement previously entered into by the parties and dated the 17<sup>th</sup> day of December, 2001 (a copy of which is included as Attachment 1 for reference purposes).

WHEREAS, Section 2 of the December 17, 2001 Agreement between the parties provides for the Consideration to be paid the Fire Department for the services to be performed pursuant to the Agreement for the contract term January 1, 2002, through December 31, 2002; and

WHEREAS, the parties agree that Section 2 should be changed to reflect the additional duties and responsibilities included in this Amendment to Agreement.

WHEREAS, Section 8 of the December 17, 2001 Agreement between the parties provides for Emergency Medical Response and Ambulance Transport Service; Emergency Medical Service and Ambulance Service, Cost Recovery; and

WHEREAS, the parties agree that changes should be made to this section of the existing Agreement to clarify the duties and responsibilities of Fire Department relative to it's relationship with MED-ACT and the joint provision of medical and ambulance service response; and

WHEREAS, the parties further agree that changes should be made to this section to reflect an increase in fees associated with mileage for transport; and

NOW THEREFORE, in consideration of the promises and covenants of this Amendment to Agreement, the parties hereto agree as follows:

1. The existing language of Section 2, titled "**CONSIDERATION**," of the December 17, 2001 Agreement between the parties shall be amended as follows:

City agrees to pay to the Fire Department as consideration for the services to be performed by the Fire Department as set forth in this contract for the term January 1, 2002, through December 31, 2002, an amount necessary to fund the 2002 Fire department budget of Twelve Million Six Hundred Forty Thousand Seven Hundred Twenty-Two and 00/100 dollars (\$12,640,722.00). The total amount paid to the Fire Department shall be determined by reducing the approved budget by the amount of cash the Department has at the end of 2001, providing said amount of cash exceeds the operating reserve set forth in Paragraph 3 herein. Such sum shall be paid in installments based upon Fire Department cash flow needs in accordance with a schedule to be determined by the City and Fire Department, but in no case less than quarterly. The City also agrees to fund the purchase of a fire truck as set forth in the Capital Improvement Plan for 2002. The City agrees to fund this Capital Improvement in an amount not to exceed Three Hundred Thirty-Nine Thousand Nine Hundred Twenty-Five and 00/100 dollars (\$339,925). This fire truck shall be the property of the City and shall be titled in the City's name. The truck will be leased to the Fire Department as set forth in Exhibit B.

If during 2002 the property tax and other revenues received by the City to support fire services are insufficient to meet in full all Fire Department budgeted expenses for 2002, the Fire Department shall reduce its expenditures accordingly, based upon a mutually agreed upon plan for reduction in expenditures, provided the City shall be solely responsible for establishing any adjusted funding level. City agrees to notify Fire Department of any projected deficiencies in funds immediately and no later than September 30, 2002.

In exchange for the consideration set forth above, the Fire Department hereby agrees to provide fire protection, including but not limited to firefighting, emergency medical, rescue and code enforcement services to the inhabitants and all property within that portion of the geographic territory located within the corporate city limits as depicted in Exhibit A. The Fire Department further agrees to provide such services outside of said area as current custom and usage shall require. In the event the geographic territory is enlarged during the term of this contract, such additional geographic territory shall, upon mutually agreed upon times and terms, be included in and be subject to this contract. The Fire Department further agrees to maintain and operate the Overland Park Fire Training Center located at 12401 Hemlock, Overland Park, Kansas. The parties' obligations and relationship concerning said training center are set forth in a separate agreement.

2. The existing language of Section 8, titled **“EMERGENCY MEDICAL RESPONSE AND AMBULANCE TRANSPORT SERVICE; EMERGENCY MEDICAL SERVICE AND AMBULANCE SERVICE, COST RECOVERY,”**

shall be amended as follows:

Fire Department shall dispatch at least one piece of appropriate equipment upon any request for emergency medical response to include proper ambulance service response, unless Fire Department has actual knowledge that the request is false.

a. Emergency medical response and ambulance service response shall be provided by the Fire Department in response to 911 emergency calls for medical service. This service shall include providing both “Basic Life Support” and “Advanced Life Support” emergency medical response service and ambulance transport service. Fire Department shall provide the necessary and appropriate personnel and equipment response to all calls for service. Johnson County MED-ACT will also provide emergency medical response and ambulance transport service with the Fire Department.

Beginning on or about May 1, 2002, but no later than June 1, 2002, these services shall be provided by the Fire Department in cooperation with MED-ACT. The obligations and responsibilities of the Fire Department and MED-ACT in this cooperative effort are outlined a separate Agreement between the City and County (a copy of which is attached hereto and incorporated by reference herein as Attachment 2).

b. Recovery of costs. In accordance with the provisions of City Ordinance AS-2062, the Fire Department shall establish and maintain a system and procedure to recover user fees for emergency medical services and ambulance services pursuant to its fire service agreement with the City. Fees recovered pursuant to this cost recovery program shall be levied solely for the

purpose of providing revenue to recover the costs of the emergency medical services and ambulance services as those services are described above.

1) Rate: The Fire Department shall recover emergency medical and ambulance service costs at the following rate:

- \$225.00 per Basic Life Support transport plus \$5.50 per mile
- \$425.00 per Advanced Life Support transport, plus \$5.50 per mile
  
- Charges are not to exceed the Medicaid and Medicare allowable charges, if they apply.

2) Billing: Fire Department may utilize a commercial billing service agreed upon by City to assist in the recovery of costs. Fire Department shall adhere to a billing standard that recognizes that ambulance transport is never a planned expense and a patients ability or inability to pay for service will have no affect on decisions regarding their treatment, transport or any other service the Fire Department provides.

3) Payment to City: All monies recovered by the fire department for emergency medical and ambulance service costs shall be paid to the City pursuant to procedures approved by the City Director of Finance. The approved procedures shall include:

- a) The billing company sends bill to insurance company/client. Bill advises that payment be sent directly to a Post Office Box which is a lockbox at bank.
  
- b) Bank deposits payments in account and sends copy of deposit to billing company, Fire Department and City.

c) City will do a "sweep withdrawal" of the payments on a weekly basis.

3. The parties agree that all the remaining provisions of the original December 17, 2001 Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed by their authorized officials on the day and year first above written.

OVERLAND PARK FIRE  
DEPARTMENT, INC.

CITY OF OVERLAND PARK,  
KANSAS

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Marion Cook, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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\_\_\_\_\_  
Tammy M. Williams  
Assistant City Attorney