

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
EMS BILLING & COLLECTION**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This First Amendment is entered into by and between the **City of San Antonio**, a Texas Municipal Corporation, by and through its City Manager or designee (hereinafter referred to as “City”), and **Medical-Dental-Hospital Bureau of San Antonio, Inc., dba Business and Professional Service**, (hereinafter referred to as “Contractor”). City and Contractor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, pursuant to Ordinance No. 2019-03-21-0235 the City entered into a Professional Services Agreement with Contractor to provide the City with Emergency Medical Service (EMS) billing and collection services that commenced on April 1, 2019, and terminates on September 30, 2024, with the option for the City to renew for two additional, one-year periods (hereinafter referred to as “the Agreement”); and

WHEREAS, Parties recognize and agree that factors beyond Contractor's control may affect Contractor's ability to meet its Guaranteed Net Effective Collection Rate (NECR), such as EMS fee increases and changes to insurance rules and regulations and laws pertaining to Medicare and Medicaid; and

WHEREAS, in the Agreement Parties agreed that should such changes occur that will materially affect Contractor’s ability to meet its guarantee, Contractor will notify the City in writing and provide supporting information; and

WHEREAS, Contractor has reported that, in the area of delinquent collections across all clients, all of Contractor’s delinquent collections are down due to job losses, unemployment, and general coronavirus (COVID-19) fears and, as a result, Contractor has provided notice to the City that such conditions will materially affect Contractor’s ability to meet its NECR guarantee; and

WHEREAS, City is requesting programming changes to accommodate new reporting requirements to the State which would allow the City to participate in the Medicaid Average Commercial Rate supplemental payment program for FY 2022 and would accommodate the implementation of Medicare Managed Care payors into the program in 2022; and

WHEREAS, Parties agree that an amendment of the Agreement now be executed to temporarily suspend the NECR guarantee and Performance Deposit Deduction and to make programming changes to the EMS billing system; **NOW THEREFORE:**

City and Contractor agree to amend the Agreement as follows:

1.0 AMENDMENTS

- 1.1 NECR guarantee and Performance Deposit Deduction. In accordance with Article XVI. Amendments, Parties agree that the minimum NECR of fifty-five percent (55%) and associated Performance Deposit Deduction specified in Section 9.1 is hereby temporarily suspended for the period beginning 3/1/2020 and ending on 6/30/2020. Thereafter, the NECR guarantee and Performance Deposit Deduction shall automatically reinstate.
- 1.2 Programming Changes to EMS Billing System. Contractor shall complete the following enhancements on a time and materials basis for a one-time, not to exceed cost of **\$42,370.00**, consisting of programming & support in the amount of \$32,420.00 and managerial planning, implementation, and training in that amount of \$9,950.00. This project to reprogram and implement the changes is estimated to be completed in two months.
 - a) Implement a master insurance list instead having that be a free-form entry, which now leads to duplicates with slightly different spellings. This does not affect receiving payments, but it will need to be changed for the new reporting.
 - b) Abandon current reporting which is based on the type of insurance claim that was filed. Move to a categorization per account comprising of 7 categories: Medicaid FFS, Medicaid Managed Care, Medicare FFS, Medicare MAPs, Commercial Insurance, Uninsured, and Other. "Other" being anything that doesn't fall in the other categories, such as attorney account, auto policy reimbursements, Worker's Comp, etc. If we identify an insurance as an ACA marketplace plan, it will fall into the Other category as well.
 - c) Contractor's EMS billing system is designed to process payments on a "Balance Forward" method where any payments are applied to the account total instead of the individual charges of a transport. Contractor will need to change the way its payment posting occurs and move to payments based on the procedure code for insurance claims ("Open Item" billing). For insurance payments, this will mean posting based on what the EOB states as payment for each code. For non-insurance payments, the payments will be allocated proportionally to each individual procedure code or to the billing detail for uninsured accounts.

In addition, due to the extra time involved for posting payments on a daily basis, the City shall pay a **monthly rate of \$900.00** for the additional personnel cost in an amount not to exceed **\$26,100.00** for the term of the contract.

2.0 PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced Agreement, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

3.0 ENTIRE AGREEMENT


This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**MEDICAL-DENTAL-HOSPITAL
BUREAU OF SAN ANTONIO, INC.
DBA BUSINESS AND
PROFESSIONAL SERVICE**

(Signature)



(Signature)

Printed Name: _____

Printed Name: Thomas McDonald

Title: _____

Title: President

Date: _____

Date: October 14, 2021

Approved as to Form:

Assistant City Attorney