

ORDINANCE 2018-08-16-0630

**AMENDING THE EMS BILLING AND COLLECTION AGREEMENT WITH MEDICAL-DENTAL-HOSPITAL BUREAU OF SAN ANTONIO, INC. DBA BUSINESS AND PROFESSIONAL SERVICE TO AMEND TERMS RELATED TO THE CITY'S LOCK BOX ACCOUNT AND TO EXTEND THE AGREEMENT FOR SIX MONTHS, BEGINNING OCTOBER 1, 2018 AND ENDING MARCH 31, 2019.**

\* \* \* \* \*

**WHEREAS**, pursuant to Ordinance No. 2011-12-15-1065, passed and approved on December 15, 2011, the City entered into a Professional Services Agreement for EMS Billing and Collection (Agreement) with Medical-Dental-Hospital Bureau of San Antonio, Inc. dba Business & Professional Service, for professional billing and collection of EMS fees for the City for a term that began January 1, 2012, ended on September 30, 2016, and included City's right to renew the Agreement for one additional two year period; and

**WHEREAS**, Ordinance No. 2016-06-30-0525, passed and approved on June 30, 2016, authorized the extension of the Agreement through September 30, 2018; and

**WHEREAS**, due to the City's changes in the financial management of and processes related to the City's depository bank lock box account, the parties wish to remove the requirement that Business & Professional Service cover the expense of using the City's lock box account; and

**WHEREAS**, the parties also mutually desire to extend the term of the Agreement for six months, with the extended term beginning October 1, 2018 and ending March 31, 2019; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is hereby authorized to execute the Second Amendment and Extension of the Professional Services Agreement for EMS Billing and Collection with Business & Professional Service. The contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

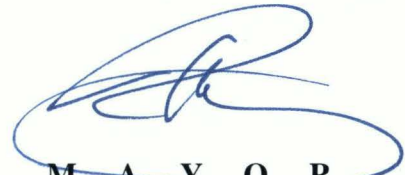
**SECTION 2.** The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Medical-Dental-Hospital Bureau of San Antonio, Inc. dba Business and Professional Service. All expenditures will be in accordance with the Fiscal Year 2018 and subsequent budgets that fall within the term of this contract approved by City Council.

**SECTION 3.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

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**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

**PASSED and APPROVED this 16<sup>th</sup> day of August, 2018.**



**M A Y O R**  
Ron Nirenberg


**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>18 ( in consent vote: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24, 25 )</b>						
<b>Date:</b>	08/16/2018						
<b>Time:</b>	09:47:18 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance amending the EMS Billing and Collection Agreement with Medical-Dental-Hospital Bureau of San Antonio, Inc. d/b/a Business and Professional Service to amend terms related to the City's lock box account and to extend the Agreement for six months, beginning October 1, 2018 and ending March 31, 2019. [Erik J. Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

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# Exhibit I

**SECOND AMENDMENT AND EXTENSION  
OF  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
EMS BILLING AND COLLECTION**

This *Second Amendment and Extension of the Professional Services Agreement for EMS Billing and Collection* ("Second Amendment and Extension") is made and entered into by and between the **City of San Antonio**, a Texas Home-Rule Municipal Corporation, (hereinafter referred to as "City") acting by and through its City Manager or her designee, and **Medical-Dental-Hospital Bureau of San Antonio, Inc. dba Business & Professional Service**, a Texas corporation, acting by and through its duly authorized Vice-President (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereafter collectively referred to 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. 2011-12-15-1065, passed and approved on December 15, 2011, City, and Contractor entered into that certain *Professional Services Agreement For EMS Billing And Collection* ("Agreement"), that provides for Contractor to perform professional billing and collection of EMS fees for the City for a term that began January 1, 2012, ended on September 30, 2016, and included City's right to renew the Agreement for one additional two year period upon approval of the San Antonio City Council by passage of an ordinance; and

**WHEREAS**, Ordinance No. 2016-06-30-0525, passed and approved on June 30, 2016, authorized the extension of the Agreement through September 30, 2018; and

**WHEREAS**, due to the City's changes in the financial management of and processes related to the City's depository bank lock box account, the Parties agree that the Agreement should be revised to remove the requirement that Contractor cover the expense of Contractor's use of the City's lock box account; and

**WHEREAS**, the Parties also mutually agree to and desire to extend the term of the Agreement for six months, with the extended term to begin October 1, 2018 and end March 31, 2019; **NOW, THEREFORE:**

City and Contractor agree to amend the Agreement as follows:

**ARTICLE I  
PURPOSE AND EFFECTIVE DATE**

**1.01** The purpose of this Amendment and Extension is to amend the said Professional Services Agreement to extend the term and remove the requirement that Contractor cover the expense of using the City's lock box account. This amendment shall be effective upon approval by the City Council and execution by Parties.

**ARTICLE II**  
**AMENDMENTS**

**2.01** Article II, "Term", Section 2.1 is amended to reflect the revision of Section 2.1, as amended, to extend the term by six months as set out below:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 1, 2012 and terminate on March 31, 2019.

**2.02** Article III, "Scope of Services," section 3.11 is hereby amended to delete "at Contractor's sole expense" from the first sentence as follows:

3.11 Contractor shall process EMS payments through utilization of a lockbox account with the City's depository bank. In the event payments are received at Contractor's local office, Contractor shall process, including endorsement if necessary, and deposit all payments within 24 hours into City's lock box account. If Contractor receives cash, Contractor shall issue a receipt to the payor. Contractor shall request all third party insurers, such as private insurance, Medicare or Medicaid, to tender EMS payments via wire transfer to the City's lock box account. To facilitate wire transfer operations, the City will authorize daily online computer inquiries into the lockbox account through the bank. Should Contractor receive a payment that combines monies owed to City with those owed to other parties, Contractor shall deposit City's portion into City's lock box within 3 business days. Contractor shall accept all major credit cards for payment of EMS services. All fees associated with credit card payments, including, but not limited to, discount fees, shall be at the Contractor's sole expense.

**ARTICLE III**  
**TERMS AND CONDITIONS**

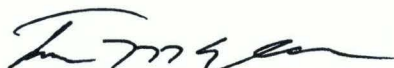
**3.01** All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Extension and Amendment.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF SAN ANTONIO**

**CONTRACTOR**  
**Medical-Dental-Hospital Bureau of**  
**San Antonio, Inc., dba Business &**  
**Professional Service**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed  
Name: Erik Walsh  
Title: Deputy City Manager  
Date: \_\_\_\_\_

Printed  
Name: Tom McDonald  
Title: Vice President  
Date: 7/24/2018

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney