

FIRST RENEWAL AND FIRST AMENDMENT OF THE INTERLOCAL FEE AGREEMENT FOR EMERGENCY MEDICAL GROUND TRANSPORTATION SERVICES

This First Renewal and First Amendment (“First Renewal and First Amendment”) of the Interlocal Fee Agreement for Emergency Medical Ground Transportation Services (“Agreement”) is entered into by and between the Travis County Healthcare District d/b/a Central Health, a hospital district created under Chapter 281 of the Texas Health and Safety Code (“Central Health”) and the City of Austin, a Texas home rule municipality (“City”) (each a “Party” and collectively the “Parties”), and is effective as of October 1, 2011 (the “Effective Date”).

WHEREAS, the Parties entered into the Agreement effective on October 1, 2010; and

WHEREAS, Section 2.0 of the Agreement permits the Parties to renew the Agreement for up to one additional one-year term (“Renewal Term”) by written agreement signed by authorized representatives of each Party; and

WHEREAS, the Parties desire to renew the Agreement for a period beginning on October 1, 2011 and ending on September 30, 2012; and

WHEREAS, Section 3.1 of the Agreement permits the Parties to amend the Agreement by a writing signed by both Parties following approval of each Party’s governing body; and

WHEREAS, the Parties desire to modify certain time limits relating to the submission of claims and invoices and to modify an address for the submission of invoices;

NOW, THEREFORE, for and in consideration of the mutual benefits received by the Parties under the Agreement, and other good and adequate consideration, the Parties agree to the terms and conditions stated in this First Renewal and First Amendment.

RENEWAL

- 1.0 The Parties hereby renew the Agreement effective October 1, 2011 for a one-year term beginning on October 1, 2011 and ending on September 30, 2012.

AMENDMENT

- 2.0 The Parties hereby amend Section 7.0 of the Agreement by deleting it in its entirety and replacing it to read as follows:

7.0 Claims Submission and Payment Deadlines City shall submit a separate and complete U.S. Centers for Medicare and Medicaid Services (CMS) 1500 form for each Eligible MAP Patient to whom EMS services were provided within ninety-five (95) calendar days after the date services are provided. EMS shall use its best efforts to submit electronic claims through Central Health's third party administrator. At a minimum, each CMS 1500 claim form shall include the following information for each Eligible MAP Patient:

- ID number;
- Name;
- Date of birth;
- Residence address;
- Date of service;
- Procedures/services provided (CPT);
- Modifiers;
- Diagnoses (ICD-9); and
- Fee for each procedure/service provided.

3.0 The Parties hereby amend Section 8.0 (a) of the Agreement by deleting it in its entirety and replacing it to read as follows:

(a) City shall submit to Central Health quarterly invoices, each in the amount of Ninety-One Thousand Dollars (\$91,000). Invoices for the current quarter in which services are provided may be submitted no sooner than one day after the current quarter ends, and no later than the last day of the current quarter. Central Health shall pay the invoiced amount within thirty (30) calendar days of the receipt of the invoice. Such invoice must contain the following information:

- Date sent to Central Health;
- City's name, department, address, and telephone number;
- Remittance address;
- Date range of Services (example: October 1, 2011 – December 31, 2011);
- Invoice number; and
- Invoice amount.

4.0 The Parties hereby amend Section 8.0 (b) of the Agreement by deleting it in its entirety and replacing it to read as follows:

(b) EMS shall submit invoices for services provided to Eligible MAP Patients to the address referenced in the section entitled, "Claims" in the MAP Provider Handbook.

5.0 Except as amended above, the Agreement, as modified, shall remain in full force and effect, being hereby ratified, approved, and affirmed.

[Signature page to follow]

**TRAVIS COUNTY HEALTHCARE
DISTRICT D/B/A CENTRAL
HEALTH**

CITY OF AUSTIN

Signature

Patricia A. Young Brown
President and CEO

Date

Signature

Marc A. Ott
City Manager

Date