

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN EMERGICON, LLC AND City of Mission**

This Amendment (“Amendment”) is entered into by and between EMERGICON, LLC (“COMPANY”) and the City of Mission (“CLIENT”) as of _____ (“Effective Date”).

WHEREAS, COMPANY and CLIENT previously executed and entered into a Professional Services Agreement ("Agreement") for ambulance billing services, and

WHEREAS, the parties agree to amend the Agreement to include services for Medicaid and charity care reimbursements.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

COMPANY will provide CONTRACTED SERVICES in Attachment A.

COMPENSATION & TERM for CONTRACTED SERVICES are listed in Attachment B.

All other terms, conditions and provisions of the Professional Services Agreement remain in full force and in effect and are not modified by this amendment.

IN WITNESS WHEREOF, CLIENT and COMPANY have executed this Amendment as of the date stated above.

CLIENT

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A:
CONTRACTED SERVICES

Cost Report Ambulance Supplemental Payment Program Services

COMPANY will work with CLIENT to analyze and report costs for Medicaid, Uninsured, and Charity Care, that will help CLIENT realize revenue related to an Ambulance Services Supplemental Payment Program as administered by the State of Texas Health and Human Services Commission (HHSC).

COMPANY's services will include:

- Conducting a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs to report on a cost report approved by HHSC.
- Conducting comprehensive analysis of the billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Medicaid, Uninsured, and Charity Care are screened and accurately accounted for in the cost report.
- Developing and applying appropriate cost allocation methodologies using the utilization data produced by CLIENT's Computer Aided-Dispatch (CAD) system.
- Submitting annual cost reports approved by HHSC, on behalf of CLIENT to HHSC that will allow CLIENT to realize incremental revenue under the Ambulance Supplemental Payment Program.
- Refining the cost reports and/or other items of cost based on the review from HHSC and/or CMS.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during HHSC desk review process.
- Working with CLIENT to present updates and status reports to CLIENT's administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.
- Acting as a liaison between HHSC and CLIENT to address any questions and keep CLIENT informed on changes in state and federal regulations.

Medicaid Average Commercial Rate Supplemental Payment Program Services

COMPANY will work with CLIENT to analyze and calculate average commercial rate data that will help CLIENT receive funds related to the Enhanced Reimbursements for Qualifying Publicly Owned Ground Emergency Ambulance Service Providers, as administered by HHSC. Upon approval, this program will allow for Average Commercial Rate reimbursement for Medicaid fee for service and Medicaid managed care transports.

COMPANY will perform the following services to ensure that CLIENT will maximize reimbursement while mitigating audit risk.

- Working on behalf of CLIENT to receive approval of the program by HHSC and the Centers for Medicare and Medicaid Services (CMS), including:
 - Drafting Medicaid state plan and Medicaid preprint forms to facilitate HHSC and CMS approval.
 - Reviewing Medicaid state plan amendment materials and changes to the Texas Administrative Code to ensure program requirements are developed in the best interests of CLIENT.
 - Drafting responses to requests for additional information from HHSC and CMS.
 - Providing representation in meetings with HHSC leadership on behalf of CLIENT to obtain program approval.
- Completing the application to enroll CLIENT in the program.
- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.
- Providing support and education to CLIENT's leadership on intergovernmental transfer (IGT) funding requirements.
- Preparing draft contract documents to facilitate average commercial rate reimbursement with Medicaid managed care organizations.
- Assisting with contracting efforts with Medicaid managed care organizations.
- Collecting average commercial billing data to complete payment calculations, including:
 - Verifying commercial carrier data to ensure appropriate inclusion of payment rates.
 - Determining which payment model is most advantageous to CLIENT, for example an overall payment per transport or per procedure code payment model.
 - Analyzing claims data to determine the total payment per transport.
 - Excluding certain transports that are not emergent in nature.
- Completing the rebasing of the average commercial rate survey.
- Analyzing and verifying commercial rate data to validate payment receipts, including pulling remits from commercial payments to validate payment levels.

- Conducting comparative analysis to identify significant quarter to quarter trends in billing and financial data.
- Providing comprehensive audit support, including but not limited to conducting reviews of all average commercial rate calculations, performing detailed analysis of billing reports generated by HHSC to ensure that all allowable charges and payments are encompassed in the calculation of the supplemental payment, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite supplemental payments.
- Providing ongoing technical assistance on programmatic and policy issues related to the Ambulance Supplemental Payment Program.

ATTACHMENT B:
COMPENSATION & TERM

Supplemental Payment Program Services

In consideration of the professional services to be performed by COMPANY under the terms of this Agreement, the CLIENT shall pay COMPANY for services performed according to a tiered fee structure. The fee paid by the CLIENT will be based on the CLIENT's total Medicaid and uninsured charges for the corresponding federal fiscal year for the claim for supplemental reimbursement.

Tiered Pricing Structure for Supplemental Payment Program Contracted Services

Medicaid & Uninsured Charges for Fiscal Year	Contingency Fee
>\$2,000,000	6.0%
>\$1,000,000 to \$2,000,000	9.0%
>\$500,000 to \$1,000,000	12.0%
\$0 to \$500,000	15.0%

The contingency fee will be charged based on the new revenues realized through the supplemental payment programs.

The term for supplemental payment program services performed by COMPANY under this amendment will include the Federal Fiscal Year 2023 that ends with the issuance of payment from the State of Texas to CLIENT. This amendment shall renew automatically, on the same terms identified herein, for a period of one year from each anniversary date of this amendment, unless either party provides no less than thirty (30) days' notice of non-renewal prior to the end of the current term.