

## RESOLUTION 25-R-120

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR EMS BILLING SERVICES WITH THE CITY OF ALAMO HEIGHTS, AND OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, Section 791.001 et seq. of the Texas Government Code authorizes municipalities to enter into interlocal agreements for the performance of governmental functions and services, and it is the desire of the named cities to enter into such an agreement; and

**WHEREAS**, Alamo Heights and Schertz each perform EMS services; and

**WHEREAS**, Alamo Heights desires to engage Schertz to perform EMS billing services for Alamo Heights, and Schertz desires to accept such engagement upon the terms and conditions contained herein; and

**WHEREAS**, the city staff of the City of Schertz has recommended that the City enter into an interlocal agreement to provide EMS billing services for the City of Alamo Heights, a political subdivision of the State of Texas; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to contract with Alamo Heights pursuant to the Interlocal Agreement for EMS billing services attached hereto in Exhibit A.

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the agreement with Alamo Heights in Substantially the form set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

Exhibit A - ILA

## INTERLOCAL AGREEMENT FOR EMS BILLING

STATE OF TEXAS           §  
COUNTY OF BEXAR       §

This Interlocal Agreement for EMS Billing (the "Agreement") is entered into as of the date of the last signature (the "**Effective Date**") by and between the CITY OF ALAMO HEIGHTS, TEXAS ("**Alamo Heights**") and the CITY OF SCHERTZ, TEXAS ("**Schertz**", and collectively with Alamo Heights, the "**Parties**" and each a "**Party**").

**WHEREAS**, Section 791.001 et seq. of the Texas Government Code authorizes municipalities to enter into interlocal agreements for the performance of governmental functions and services, and it is the desire of the named cities to enter into such an agreement; and

**WHEREAS**, Alamo Heights and Schertz each perform EMS services; and

**WHEREAS**, Alamo Heights desires to engage Schertz to perform EMS billing services for Alamo Heights, and Schertz desires to accept such engagement upon the terms and conditions contained herein.

**NOW THEREFORE**, for the covenants and conditions set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **I. TERM**

1. Alamo Heights hereby engages Schertz to perform EMS billing services for Alamo Heights commencing on October 1, 2025 and continuing through September 30, 2026 ("Term").
2. This Agreement shall automatically renew on October 1, 2026 and each October 1st after that until September 30, 2028 (each a "Renewal Period") unless either Party furnishes at least ninety (90) days written notice to the other Party of its intention to terminate this Agreement.

### **II. RESPONSIBILITIES OF SCHERTZ**

1. During the term of this Agreement, Schertz agrees to provide EMS billing services to Alamo Heights for all ambulance responses that Alamo Heights has charges for.
2. Schertz agrees to process claims as soon as all necessary information is received from Alamo Heights and from the customer or the customer's agent who received the EMS service. This information included, but is not limited to, the completed electronic Patient Care Report, insurance information, hospital face sheet and traffic accident reports.
3. Schertz will work with Alamo Height's electronic charting vendor to make sure that all charts are received as soon as possible after they are completed. Schertz agrees to use

commercially reasonable efforts to work with the charting vendor to arrange for the completed electronic charts to be sent to Schertz no later than two (2) business days after the chart is completed by Alamo Heights.

4. Schertz will work with Alamo Heights to establish a dispatch protocol system agreed to by the Alamo Heights Fire Chief and/or his designee in conjunction with the Alamo Heights Police Chief and/or his designee that is necessary for properly establishing correct billing levels.
5. Schertz agrees to utilize the services of a mutually agreed upon electronic data exchange clearinghouse to the extent possible to electronically process all insurance claims including those of governmental providers.
6. Schertz shall use generally acceptable medical billing practices in the processing of all Alamo Heights claims. This includes following the recommendations on ambulance billing from the American Ambulance Association and utilizing certified Ambulance Coders on each claim.
7. Schertz will randomly audit claims to governmental payers for medical necessity and appropriate coding based upon such necessity and the care provided. Audit Claims Reports will be provided to the Alamo Heights Fire Chief within ten (10) days of the audit.
8. Schertz will maintain any and all Alamo Heights patient records in electronic format only. These records will be available to Alamo Heights at any time during normal business hours.
9. Schertz will annually perform EMS Continuing Education Training for Alamo Heights EMS personnel that includes medical necessity, proper documentation, HIPAA and patient privacy, and Patient Care Report completeness. Training schedules will be established to prohibit overtime/compensation time for Alamo Heights Fire personnel.
10. Schertz will, to the extent possible, close out all Alamo Heights billing activities for a calendar month by the 10th of each following month. Upon this closing, Schertz will electronically deliver a set of closing reports that includes listing of charges, credits and claims outstanding.
11. Schertz agrees to follow all Alamo Heights billing and collection policies. When questions or concerns arise with these policies, Schertz will consult with the Alamo Heights Fire Chief, or his designee, to resolve these questions. Schertz reserves the right to not follow any policy that Schertz believes is non-compliant with Federal or State laws, regulations or guidelines.
12. Schertz agrees to rigorously protect the privacy and confidentiality of all medical records and information contained in the billing records furnished to Schertz by Alamo Heights for the services to be provided hereunder. Schertz shall comply with all federal and state laws and regulations applicable to medical records and information.

13. Schertz agrees, to the extent permitted by law, to indemnify Alamo Heights for the actions of its employees, but only to the extent directly related to this Agreement.

### **III. RESPONSIBILITIES OF ALAMO HEIGHTS**

1. Alamo Heights agrees to provide all patient care records and billing information to Schertz as soon as possible after the service is provided. Alamo Heights will work with Schertz to develop processes for the delivery of non-electronic records to include hospital face sheets, insurance cards, and law enforcement accident reports.
2. Alamo Heights agrees to provide a charge list to Schertz for all services and supplies for which Alamo Heights desires billing to be provided. Alamo Heights will provide any changes to these charges to Schertz with a minimum of thirty (30) days' notice before they become effective.
3. Alamo Heights agrees to utilize "close call rules" as defined by S.T.R.A.C, and patient care report quality assurance processes to make their patient care reports as complete as possible. This includes proper addresses, social security information, insurance information, workers compensation information, patient signatures authorizing billing of their insurance, and completion of certain interventions that affect the level of service that can be billed.
4. Alamo Heights agrees to notify Schertz of all funds received directly to Alamo Heights as a result of the billing activities of Schertz for proper accounting of these payments. Alamo Heights also agrees to designate a person or people at Alamo Heights that will take payments from customers in person. Schertz will train these individuals on how to account for these payments with Schertz.
5. Alamo Heights agrees that it maintains full and final authority on compliance in billing practices in regards to its Centers for Medicaid and Medicare Services (CMS) National Provider Identification Number, Medicare provider number and Medicaid provider number. Alamo Heights will have full access to all of its records maintained by Schertz to accomplish this compliance.
6. Alamo Heights will designate both a Privacy Officer for all HIPAA related issues and Custodian of Records for all EMS and Billing Records.
7. Alamo Heights agrees to work with Schertz to establish processes for the receipt of law enforcement traffic accident reports.
8. On or before the last day of a month, Alamo Heights will report to Schertz the number of EMS responses and patient care records that should have been received that month. If patient care records are missing, Alamo Heights will work with Schertz to locate these reports and get them completed as soon as possible.

9. Alamo Heights will receive monthly reports to include charges processed, credits received, contractual allowables, and all outstanding accounts receivables. Alamo Heights can request additional reports. If the requested reports are available in the Schertz billing system, they will be provided by the next business day at the latest. If it is a custom report that is not available, Alamo Heights agrees to pay the cost of having this report built. If the report will be beneficial to both Alamo Heights and Schertz and Schertz approves the charge, this cost will be split between the two Parties.
10. Alamo Heights agrees, to the extent permitted by law, to indemnify Schertz for actions taken by Schertz when following the policies, procedures and duly communicated directives of Alamo Heights.

#### **IV. CONSIDERATION**

For its performance of such billing services, Alamo Heights shall pay to Schertz ten percent (10%) of the total collections received. Said collection fee shall be deducted by Schertz from its monthly payment to Alamo Heights of any funds collected by Schertz. If the amount collected by Schertz for Alamo Heights does not exceed the monthly fee, Schertz will invoice Alamo Heights for the balance of the fee. Schertz shall remit its collections for Alamo Heights EMS monthly within five (5) days after the end of each calendar month. Alamo Heights will pay any invoices within twenty (20) days of receipt.

#### **V. TERMINATION**

1. If Alamo Heights or Schertz determines it no longer wants to maintain this Agreement at the end of the initial Term or any subsequent Renewal Period, the Party wishing to terminate this Agreement shall provide written notice of the intent to terminate this Agreement not less than ninety (90) days from the end of the applicable Term or Renewal Period.
2. If at any time during this Agreement, either Party determines that the other Party is operating in a non-compliant manner, the concerned Party shall give written notice of the issue(s) of concern. The other Party shall have up to thirty (30) days to either correct this concern or to provide written justification and authority to be operating in the manner that is concerning. If this resolution does not abate the concerns of the first Party, that Party may terminate this Agreement by providing at least ten (10) business days' written notice.
3. If and when this Agreement is terminated for any reason, Schertz agrees to provide all Alamo Heights billing records in its possession to Alamo Heights electronically within ten (10) business days of the termination date.
4. If this Agreement is terminated upon the end of the Term or a Renewal Period, Schertz will complete all billing processes in progress as of the last day of this Agreement. This work will be continued for up to thirty (30) days after this Agreement is over. Alamo Heights agrees to compensate Schertz for this activity in accordance with Section IV of this Agreement.

## **VI. BINDING EFFECT; BENEFITING PARTIES**

1. This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.
2. This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

## **VII. GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES**

1. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
2. The services provided for herein are governmental functions, and Schertz and Alamo Heights shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
3. The relationship of Alamo Heights and Schertz shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
4. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
5. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Schertz nor Alamo Heights shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
6. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

**VIII. NOTICES**

All correspondence and communications concerning this Agreement shall be directed to:

**City of Schertz**  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

**City of Alamo Heights**  
6116 Broadway  
Alamo Heights, Texas 78209  
Attention: City Manager

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

**IX. AUTHORIZATION**

Each Party represents to the other Party that this Agreement has been duly authorized by that Party's governing body.

**X. SEVERABILITY**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect to the extent that it does not destroy the benefit of the bargain.

**XI. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement represents the complete understanding of Alamo Heights and Schertz with respect to the matters described herein and supersedes any prior understanding or written or oral agreement regarding the subject matter hereof, and this Agreement may not be amended or altered without the written consent of both the Parties.

**XII. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles that would require the application of the law of another jurisdiction, and venue for any legal proceedings hereunder shall be in the state courts of Bexar County, Texas.

*[Signatures on the following page]*

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT FOR EMS BILLING**

In witness whereof, the undersigned Parties have executed this Agreement on the date specified to be effective as of the Effective Date.

**CITY OF SCHERTZ**

**CITY OF ALAMO HEIGHTS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_