



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: John Townsend, Fire Chief

Date: May 30, 2023

Item: Approve Amendment to Agreement for Professional Services

Council Action Requested:

Approve amendment to agreement with Expert Billing LLC.

Background Information:

The department has discontinued its agreement for ambulance billing services with Expert Billing. This amendment to agreement, continues the agreement for professional services with Expert Billing, to continue working current ambulance billing claims prior to the termination of agreement.

Financial Impact:

N/A

Advisory Commission Discussion: N/A

Council Committee Discussion: N/A

Council Workshop: N/A

Attachments: None

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

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THIS AMENDMENT (“Amendment”) is made and executed this 2nd day of May, 2023, (“Effective Date”) by and between the City of Hastings, 101 4th Street East, Hastings, Minnesota 55033, (“City”) and Expert Billing LLC, d/b/a Expert Billing & Recovery, 216 Myrtle Street W., #231, Stillwater, MN 55082 (“Consultant”) (City and Consultant shall collectively be referred to as the “Parties”).

RECITALS

WHEREAS, the City and Consultant entered into an agreement for professional services (“Agreement”) on December 7, 2020, for the purpose of performing ambulance billing services.

WHEREAS, pursuant to Section 4.1 of the Agreement, the term of the Agreement extends through December 31, 2025.

WHEREAS, on March 21, 2023, the City sent written notice to Consultant at the address listed in the Agreement to inform Consultant that the City was exercising its right to terminate the Agreement pursuant to Section 4.5, effective May 26, 2023.

WHEREAS, the Agreement was silent on the process for closing out invoices submitted prior to termination that had been processed by Consultant but were not collected prior to the termination of the Agreement.

WHEREAS, the Parties acknowledge that Consultant is in the best position to complete the collection and processing of the invoices received prior to termination, making it necessary for the terms of the Agreement to be extended in order for Contractor to complete the collection process.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amendment, the City and Consultant agree as follows:

1. Except as amended below, the parties hereby extend all the terms of the original Agreement executed December 7, 2020, subject to the changes contained herein.
2. Section 1.1.1 and 1.1.2 of the Agreement are deleted in its entirety.
3. Section 1.1.17 is hereby added as follows:

As of the Effective Date of this Amendment, all monthly accounts receivable for all accounts that have been processed, handled, or mailed by Consultant pursuant to the Agreement and prior to the termination date (“Pre-termination Accounts Receivable”) will be processed by Consultant consistent with the terms of the Agreement and this Amendment. Following processing and collection by Consultant of all Pre-termination Accounts Receivable, excluding those that have been referred to the designated collection

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agency, Consultant will submit to the City all accounts receivable records and billing information related to the Agreement or the Amendment in Consultant's possession.

4. Section 3.3 is hereby added as follows:

During the term of the Amendment, Consultant will invoice the City on a monthly basis for an amount equal to 3.5% of the net patient accounts collected by Consultant from Pre-termination Accounts Receivable during that month. Consultant is not eligible for payment for any amounts not collected by Consultant including accounts collected by revenue recapture or by the designated collection agency. Payment of each invoice will be due within thirty (30) days of the date of the invoice.

5. Section 4.6 is hereby added as follows:

The Amendment shall be effective starting on the Effective Date of the Amendment until such time that all Pre-termination Accounts Receivable have either been collected, resolved, or referred to the designated collection agency.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

By: _____
Mary Fasbender, Mayor

By: _____
Kelly Murtaugh, City Clerk

Date: _____

By: 
Brian Brosdahl, President

Date: 5-23-23