

LIFE LINE BILLING SYSTEMS, LLC

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered into this First (1st) day of January, 2015, ("Effective Date") by and between the City of Manitowoc, a municipal corporation duly organized and existing under the laws of the State of Wisconsin, whose notice address is 900 Quay Street, Manitowoc, WI 54220 ("City") and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 ("Agency") (City and Agency are generically referred to herein as "Party" and/or "Parties").

Article 1

Recitals

1.1 City Operations. City is engaged in the business of providing emergency medical services (EMS) through the Fire Department and desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing a customized billing, collection and data management system and desires to bill and collect, provide data management and third party collection services for City.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

"Breach" shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A "material" breach of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement "irreparably broken" and defeats the purpose of making the contract in the first place.)

"Default Accounts" means Patient Accounts that are delinquent and considered in default by the City - the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

"Healthcare Accounts" means any Patient Accounts that are provided by a City that is regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-2 and Exhibit B-3.

"Patient Accounts" means the accounts receivable that result from a patient's receipt of ambulance and/or rescue services and include accounts not in default and in default.

1.5 Account Status. Agency provides billing services for City on Patient Accounts that are not in default and provides collection services for City on Default Accounts and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing, collection and data management services for Patient Accounts to the City as detailed in this Article ("Services").

2.1. Facility Management. Agency shall supply reports and do the billing and collection through its employees as further detailed in Exhibits A-1 and A-2 attached hereto and incorporated by reference.

2.2. Insurance Processing. Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings.

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2.3. Inquiries. Agency shall handle and respond to all inquiries concerning the Patient Accounts by patients, insurance companies and City. City shall assist Agency with any inquiries related to the services provided by the City. Agency shall provide a toll-free telephone number for patient and City inquiries.

2.4. Software. Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

2.5. Reports. Agency shall create and review monthly reports for the internal analysis of factors affecting the collection performance of the Patient Accounts and present the information to the City upon the detection of any means available to improve the efficiency of collections.

Article 3

Obligations of City

3.1. Pre-Screening. City shall be responsible for the accuracy of the original data regarding the Patient Accounts delivered to the Agency as further detailed in Exhibit B-1 attached hereto and incorporated by reference.

3.2. Validity of Accounts. City represents and warrants to Agency that all Patient Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law ("Laws and Regulations"). Upon request by the Agency, City shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. Notification Requirements. City must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any patient of City files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Patient Account to the City or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Patient Account (collectively referred to as "Consumer Actions") and (ii) City receives any direct or indirect payment on a Patient Account or a returned check on any such payment during the time in which Agency is providing Services to the City.

3.4. City Representations. City represents and agrees that: (i) the Patient Accounts are in "Default," if and when Agency has completed performance its billing services; (ii) if the date of Default is not specifically defined in the contract between the City and the Consumer, the City can, and if legally necessary, will provide evidence to show the Patient Account is in Default; (iii) there have been no Consumer Actions pertaining to any Patient Account that was received or known by City prior to the Patient Account's placement with Agency; (iv) City has not placed any Patient Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) City will not request Agency to add any fees to any Patient Accounts, unless specifically authorized in the contract between the City and the recipient of the service or allowed by the state law where the patient resides; (vi) City will not authorize the filing of a civil complaint of any Patient Accounts in a jurisdiction where the Patient Account cannot legally be brought; (vii) City has obtained all the necessary consents to contact the patient at the contact information provided by City to Agency and (viii) City shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

3.5. Ceasing collections. City has the right to cease collection of any Patient Account upon Agency's receipt of written Notice from City.

Article 4

Term

4.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 36 months, expiring on December 30, 2017 ("Initial Term").

4.2. Termination. This Agreement shall terminate on December 30, 2017 or as otherwise provided in this section ("Termination").

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4.2.1. Discontinuance of Business. This Agreement shall terminate in the event the Agency discontinues the operation of its business. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.2.2. Breach of Contract. A nonbreaching Party ("Nonbreaching Party") may immediately terminate this Agreement upon the allegedly breaching Party's ("Breaching Party") failure to cure the Breach within thirty (30) days of receipt of Nonbreaching Party's written Notice of the Breach, and having a material effect on the Nonbreaching Party that has been sufficiently set forth by the Nonbreaching Party and received in writing by the Breaching Party. The Termination Date shall be thirty (30) days from the Breaching Party's receipt of the written Notice of the Breach.

4.2.3. Failure of Performance. Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform and such failure is not corrected within thirty (30) days after receipt of such Notice ("Termination Date").

4.3. Effect of Termination. The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. Additional Services. City agrees to pay Agency at a rate of Forty-five and no/100 Dollars (\$45.00) per hour in Payment Terms for any Services rendered after the Termination Date with the approval in writing by the City thereby agreeing to any additional services for Agency to be compensated under this provision.

Article 5 Collection Fees

5.1 Fees. City shall pay Agency the fees set forth in this Article ("Fees").

5.1.1. Initial Fee. City shall not incur a setup fee based on City's previous relationship with Agency.

5.1.2. Phase One. 5.75% of the Patient Accounts collected in phase one as further detailed in Exhibit A-1 attached hereto ("Phase One").

5.1.3. Phase Two. 18% of the Patient Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto ("Phase Two"). Agency shall only collect under Phase Two at the direction of City.

5.1.4. Phase Three. 24% of the Patient Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference ("Phase Three"). Agency shall only collect under Phase Three at the direction of City.

5.1.5. Reasonable Costs. The City shall compensate the Agency for all reasonable costs incurred by the Agency which are required in special instances to properly provide its services.

5.2. Payment of Fees. City and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.2.1. Payments. Agency shall provide monthly payments from the Checking Account to the City.

5.2.2. Payment Procedure. City authorizes electronic transfer of Agency fees when electronic transfer of City payment is made from the checking account at the time of the month end reporting provided by Agency ("Due Date"). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. City acknowledges that its failure to authorize Fees to the Agency upon receipt of month end reports constitutes a breach of this Agreement. City grants Agency a lien on the Checking Account until the Fee is received by Agency. In addition, City shall be responsible for all costs of collection, including reasonable attorney's fees incurred in enforcing this Section ("Payment Terms").

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5.2.3. Electronic Funds Transfer. When a check is used by City for Agency's payment, the City authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and City will not receive a cancelled check back from its financial institution.

Article 6

Confidential Information

The City hereby acknowledges that it shall have access to Agency's Confidential Information. City acknowledges that Agency's obligations under this Agreement are expressly contingent on City's compliance with this article. City expressly recognizes that: (i) the efficacy and profitability of Agency's business is dependent in part upon City's protection of Agency's Confidential Information; (ii) City may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, City may be provided access to and/or gain knowledge of Agency's Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, City shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency's Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which City either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency's and City's premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, patient data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to City, or known by City as a consequence of or through City's relationship with Agency.

6.4. Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the City and any such breach shall be a Material Breach.

6.5. Return of Confidential Information. City agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Agency or destroy the information as directed prior to, or upon, the Termination of this Agreement.

6.6. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-2 and Exhibit B-3 attached hereto and incorporated by reference.

6.7. Indemnification Regarding Open Records. Agency understands that the City must comply with public records laws, and the Agency may from time to time be the custodian of City's records subject to disclosure. Agency agrees to provide City with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the City requests the same in writing.

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Billing and Collection for City of Manitowoc

Article 7 Indemnification

7.1 **Agency Indemnification.** City shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the City's breach of any provision of this Agreement, where recovery is sought including, but not limited to, actions arising out of the failure of the City to fully, completely, accurately and adequately report, for purposes of the Agency's collection attempt of a Customer Account, if the breach is due to gross negligence on the part of the City.

7.2 **City Indemnification.** Agency shall indemnify and hold the City and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the City.

Article 8 Miscellaneous Provisions

8.1. **Exclusivity.** City hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the City.

8.2. **Assignment.** Either Party may freely assign this Agreement upon the nonassigning Party's failure to provide the written rejection, not to be unreasonably withheld by nonassigning Party, within 30 days of its receipt of written Notice of assignment from the assigning Party.

8.3. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the Parties agree that the maximum period or scope legally permissible under such circumstances will be substituted for the period or scope stated herein.

8.4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin. The venue of any dispute arising out of this Agreement shall be Manitowoc County Circuit Court, unless applicable state or federal law dictates otherwise.

8.5. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. **Waiver.** The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. **Entire Agreement.** This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

CONFIDENTIAL

Billing and Collection for City of Manitowoc

8.9. **Counterparts.** This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. **Attorney Fees.** In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. **Construction.** The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.


8.12. **Incorporation of Recitals and Introductory Statements.** The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. **Electronic Signatures.** Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

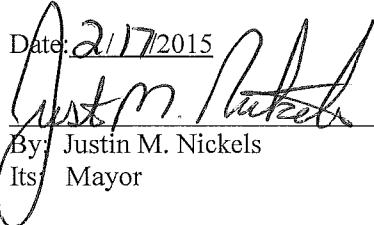
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.


Agency:
Life Line Billing Systems, LLC, d/b/a LifeQuest
Services
a Delaware limited liability company

Date: 2/10/2015


By: Michael J. Finn
Its: CEO

City:
City of Manitowoc,
a Wisconsin municipality

Date: 2/17/2015

By: Justin M. Nickels
Its: Mayor

Date: 2/17/2015

By: Jennifer A. Hudon
Its: City Clerk/Deputy Treasurer

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Billing and Collection for City of Manitowoc

EXHIBIT A-1
BILLING PROCEDURE PHASE ONE

All billing services on Patient Accounts will be in the name of City.

Initial Billing

- Patient receives initial billing for services that were provided. In addition, Patient's primary insurance company is billed. With Patients who are participating in a Medicaid Program, Medicaid will be billed directly. If Medicaid Patient has primary commercial insurance coverage, that company will be billed first and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO Patients will not receive a bill if required by state law, unless appropriate waivers are allowed and obtained and signed by the Patient or other authorized person.
- On the back of the initial bill there is information provided to Patients which explains the billing process and reimbursement opportunities.
- The Patient will typically be billed within seven days of receipt of all the necessary billing documentation and information.
- For the convenience of the Patient transported by your service there is an invoice and a return envelope for sending the payment with all billings.

Second Billing

- The Patient will receive a second bill normally within 30 days after the first bill was sent. Agency utilizes a scheduling procedure that places bills into specific cycles, which will ensure the submission of regularly scheduled billings. Once the Patient's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.

Third Billing

- Normally at this point, Medicare, Medicaid, and private insurance companies will have paid the maximum amounts eligible for the Patient.
- This invoice is sent normally within 60 days after the initial billing has been forwarded. A note is also applied to this bill which reminds them of their responsibilities for payment.

Fourth Billing

- This bill is sent normally within 90 days after the initial billing. The largest percentage of claims have been paid at this point; however, the Patient receives a stronger note than the previous month's billing that re-emphasizes the importance of paying their bill in a timely manner. This note will incorporate the City's standard pre-collection letter reflecting that debts will be referred to the State Department of Revenue if not paid within 120 days of the date of the initial billing.

Note: City hereby declares that all unpaid balances due and owing on Patient Accounts at the completion of the Fourth Billing are in default and classified as Default Accounts, unless otherwise directed by City.

At the end of the Fourth Billing all unpaid and outstanding balances due will be moved from City's billing aged receivable reports and will then be reflected in the collections reporting system.

Collected Patient Fees

Checking Account. Agency shall make regular deposits of all payments received into a checking account established for the City by the Agency for the depositing of Fees collected on behalf of the City and to provide regularly scheduled payments to City and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Patient Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. City further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

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Billing and Collection for City of Manitowoc

EXHIBIT A-2

COLLECTION OF DEFAULT ACCOUNTS PROCEDURE

Agency, a third party debt collection agency, will provide collection of Default Accounts only at the request of the City in the name of the Agency which is authorized to collect in the State of Wisconsin.

Once an account is classified as a Default Account, Agency shall return the account to the City unless otherwise directed. City will then refer the debt to the Wisconsin Department of Revenue for collection. The City reserves the right to refer debts back to the Agency.

PHASE TWO

In accordance with the Fair Debt Collection Practices Act, the Debtors will receive a validation of debt notice on their delinquent account. After the 30 day validation period multiple attempts are made by telephone and written correspondence to contact the debtor and collect payment. If the debtor cannot pay in full the Agency tries to establish a payment plan. The agency sets up the maximum payment the patient can afford within the guidelines set forth by the City.

If the Agency is unable to locate the debtor the Agency will periodically perform skip tracing in order to locate the debtor and obtain payment. The Agency will attempt to resolve any insurance issues that may still exist based on information obtained from the Debtor.

If the debt has not been collected after the agreed upon period of time the account is moved to Phase Three.

PHASE THREE

At this point in the collections process Agency will report the Patient's credit report with a bad debt notice.

Patient Accounts that are not paid in the first two Phases are sent a request for payment letter. Additional attempts via correspondence and phone calls are made until either the debt is collected or we have reached statute of limitations to collect the debt. Agency will also attempt other direct contacts with the Patient.

If requested by the City, Agency will assemble information needed for the City to start legal proceedings against Patients whose accounts are still delinquent. The determination whether to bring suit against the Patient is solely the decision of the City and initiated by the City.

Throughout the Collection Procedures the Agency continues to trace and skip-trace Patients that we have been unable to locate as well as resolve any insurance problems that might still exist for Patients. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.

TRIP

In its capacity as a local government within the State of Wisconsin, City authorizes Agency to apply for reimbursement, process and submit Individual Accounts on behalf of City to the Wisconsin Department of Revenue's ("DOR") Tax Refund Intercept Process ("TRIP") for payment on behalf of and in the name of City. Agency shall manage and maintain responsibility for the submission of Individual Accounts through the DOR's TRIP on behalf of City for those debts which are referred to Agency by City.

CITY'S COOPERATION REGARDING TRIP

City will use its best efforts to directly, or indirectly through the ambulance and rescue service, affect the efficient and timely transfer of any required fields to Agency for the purpose of processing Individual Accounts through TRIP. Such information may include but not limited to the Debtor/Individual's name, an identifier (social security number, driver's license number or federal employer identification number) and the outstanding balance due and owing.

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Collected Patient Fees

See: **Checking Account**. In Exhibit A-1

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EXHIBIT B-1

DOCUMENTATION PROCEDURES

1. EVERY PATIENT must have the Insurance/Medicare Authorization form signed at the hospital by the patient or patient's representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. Agency does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. Run Forms:
 - A. All documents must be written legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented on the proper form.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctor's name (first & last).
 - J. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 - K. Obtain all available insurance information, including complete hospital admit form - copies of insurance cards are very helpful.
 - L. Record the responsible party for all patients.
 - M. Record all times accurately.
 - N. Record odometer readings for loaded mileage.
 - O. Record crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.
 - P. Have all crew members review the form for accuracy and completeness before leaving receiving facility.
 - Q. Complete disposables billing, procedure and crew record form.
 - R. City shall keep copies of all information provided to the Agent.
 - S. Record reasons why transport by other means was contraindicated.
 - T. Record reasons why the level of service was required, i.e. ALS assessment.
 - U. Record patient condition at the time of transport including chief complaint.
 - V. Record zip code at point of pickup.
 - W. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

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EXHIBIT B-2

Healthcare Account Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by City.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards (“Standards”) promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information (“HIPAA Privacy Rule”) or the security of certain information (“HIPAA Security Rule”) (collectively the “HIPAA Rules”) (HIPAA, Standards and HIPAA Rules collectively the “Healthcare Account Laws”).
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a “Business Associate” under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **“Services”** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** City must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** City must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **City representations.** City “Representations” also include (i) City has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the City’s privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to City.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
 - a. Agency is not prohibited by confidentiality from sending the patient or the responsible party a copy of the bill issued by City or using a copy of the bill issued by City as evidence in a court proceeding.
 - b. To the extent the Services provided to City by Agency may cause Agency to be defined as a “Business Associate” of City under the HIPAA Rules, and the City in its capacity as a “Covered Entity” as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
 - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by City;
 - ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately

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Billing and Collection for City of Manitowoc

- protect the confidentiality, integrity and availability of the electronic PHI that Agency creates, maintains or transmits on behalf of Agency, and provide City with any requested information regarding such safeguards;
- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of City; and deliver information and documentation to City as directed, in writing, by City;
 - iv. promptly report to City any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to City any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to City upon written request of City, which request shall be made only in connection with an accounting request made to City under the then applicable HIPAA Standards;
 - v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
 - vi. report to City any PHI not provided to Agency by City that Agency becomes aware;
 - vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of City, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
 - viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
 - ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by City in accordance with 45 C.F.R. § 164.526;
 - x. to the extent applicable to Agency, promptly make available information required for City to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
 - xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
 - xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
 - xiii. shall provide City with copies of any subcontractor or agent contracts upon written request throughout the Term;
 - xiv. make PHI available to City and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
 - xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of City available to the Secretary of Health and Human Services for purposes of determining City's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and
 - xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of City that is maintained in any form, or, if such return is not feasible, extend the protections of this

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section to the PHI retained by City and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.

8. **Reimbursement.** City shall reimburse Agency for reasonable costs and expenses that it incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by City, its agents and representatives, the patient for whom healthcare services were provided, the responsible party on the Healthcare Account, the Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract.

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EXHIBIT B-3

Supplemental Business Associate Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by City.

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of Protected Health Information (PHI) disclosed to Agency for Healthcare Accounts only, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164-504(c) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) “Business Associate” means and is interchangeable with Agency; (ii) “Covered Entity” means and is interchangeable with City and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a patient, the provision of health care to a patient, or the past, present or future payment for the provision of health care to a patient; (b) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
 - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
 - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide “Data Aggregation Services,” as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.
 - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity’s PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR §164.504(e)(2)(ii)(A)).
 - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided to the patients; (2) the preparation of reminder notices and documents pertaining to collections of overdue Healthcare Accounts and (3) the submission

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Billing and Collection for City of Manitowoc

- of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the patients or to appeal denials of payment for same.
- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
 5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
 6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
 7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
 8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R 164-501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
 9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
 10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
 11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such

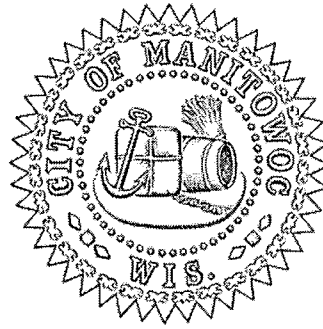
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Billing and Collection for City of Manitowoc

information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible (see 45 CFR § 164.504(e)(2)(I)). Business Associate (Agency) shall also insure that any Business Associate of the Business Associate (Agency) herein complies with the terms of this Exhibit.

12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.
13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

14-2485



Standing Committee: Public Safety Committee

Document Name: Agreement with Lifequest to provide EMS billing services (Life Line Billing Systems, LLC).

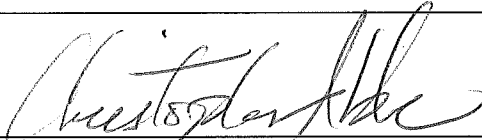
Consent

Non-Consent

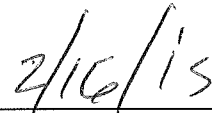
Chairman Recommend

Recommendation: Approval of the agreement.

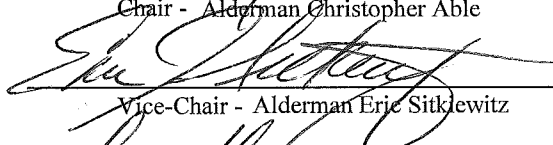
Attest:



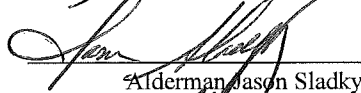
Chair - Alderman Christopher Able



Date



Vice-Chair - Alderman Eric Sitkewitz



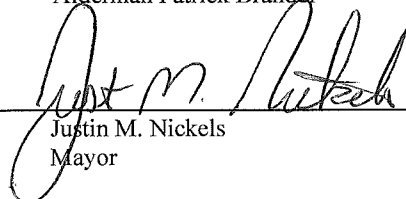
Alderman Jason Sladky

Alderman Mike Howe



Alderman Patrick Brandel

Approved:



Justin M. Nickels
Mayor



Date