PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR
City of Watertown

Submitted By:

Firm Name:	PARAMEDIC BILLING SERVICES, INC.
Address:	395 W. Lake Street, Elmhurst, Illinois 60126
Telephone:	(630) 530-2991
Fax Number:	(630) 530-5099
Contact:	J Kevin Hunter

2026

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the CITY OF WATERTOWN ("Client") for fire, ambulance, or other services authorized under Client's ordinances and to collect funds directly from individuals, entities, guarantors, or third-party payers, as applicable.

BILLING AGREEMENT
FOR
CITY OF WATERTOWN

THIS AGREEMENT made and entered into between the City of Watertown (hereinafter referred to as "Client"), located at 621 Bernard St. Watertown, Wi. 53094 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, lL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1) Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2) Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.

3) Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.

4) Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.

5) Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.

6) Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount billed, and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.

7) Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation, or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS or any third-party service provider engaged by PBS receives any legal notices, demands, subpoenas, or summons regarding this Agreement, to the extent allowed under law and deemed advisable by PBS counsel or its third-party service provider, PBS or it's third-party service provider shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period.

8) Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.

9) Guidelines. Client shall provide PBS guidelines for sending the bills and claims. Client shall provide PBS or authorize PBS to receive all information necessary to issue bills or claims.

10) Fees. Client shall pay PBS a fee of 4.50% for all payments collected, based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten [10] calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

    No other fees, besides those specified in this section, shall be paid by the Client to PBS, for services to be provided by PBS to the Client pursuant to this Agreement.

11) Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf.

12) Term. The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2026, ("Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one-year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.

13) Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.

14) Termination Without Cause. Any party may terminate this agreement at any time by providing at least ninety (90) days advance written notice to the other parties via certified mail. Upon Termination, PBS shall cease acceptance of any additional accounts from Client. The Parties agree that the termination will apply to both the receipt of new accounts and old accounts by the Client. PBS will discontinue its collection efforts on Recipient accounts already in its possession effective one hundred eighty (180) calendar days after the termination of this Agreement. Additionally, PBS will cease its efforts in collecting Recipient accounts already placed with any external agency effective one hundred eighty (180) calendar days after the Termination of this Agreement. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 10, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.

15) Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.

16) Confidentiality. PBS understands and acknowledges that City is subject to Wisconsin's Public Records Law and may be required to disclose certain public records when requested. City will provide PBS with notification of and opportunity to redact any public records request for PBS' Confidential Information prior to release.

17) Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.

18) Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.

19) Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.

20) Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.

21) Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.

22) Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.

23) Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (2) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.

24) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Wisconsin, or in the federal district court located at Wisconsin Eastern District Court to the extent permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.

25) Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.

26) No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 21 is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.

27) Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to Client:	**If to PBS:**
City of Watertown c/o City Clerk 106 Jones Street Watertown, WI 53094 With a copy to: City of Watertown c/o Fire Chief 621 Bernard St. Watertown, WI 53094	David B. Hill, III, President Paramedic Billing Services, Inc. 395 W. Lake St. Elmhurst, IL 60126 With a copy to: J Kevin Hunter, Client Liaison Paramedic Billing Services, Inc. 395 W. Lake St. Elmhurst, IL 60126

28) Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of $100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.

29) Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

30) Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for the HIPAA privacy notice, for consent to release records as necessary for payment, for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. The Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.

31) Overpayments. In the event there are any overpayments, recoupments, refund demands, penalties, interest, or assessments due to or imposed by third party payers, or any governmental agency or program, based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 30 or Client not complying with the law as required in Section 32), PBS shall not assume any responsibility or liability for the overpayment or other amount and PBS shall keep the fees described in this Agreement. The foregoing shall also apply to the reasonable costs PBS incurs in responding to any audit, investigation, inquiry, or claim to the extent arising from Client's acts or omissions, including reasonable attorneys' fees.

32) Client's Compliance with Law*.* It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.

33) Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.

34) Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf of for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed

by the Parties.

35) Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

36) Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.

37) Amendment of Terms and Conditions. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. No proposed amendment shall be effective unless and until agreed to in writing by both PBS and Client.

38) Screenings. The Office of the Inspector General ("OIG") of the Department of Health and Human Services ("HHS") has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities ("LEIE"). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the

U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs ("Excluded Person") may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.

1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a "Federal Health Care Program" as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).

2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.

3. Each Party shall conduct exclusion screening of its new hires, employees, vendors, and subcontractors as required by applicable federal and state law and regulations pertaining to EMS and fire protection services, which shall minimally include:
   (i) the OIG List of Excluded Individuals/Entities;

(ii) any exclusion database maintained by the state agency that oversees the State Medicaid Program; and
(iii) the U.S. General Services Administration Excluded Parties List System

4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.

5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.

6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.

39) Medicare and Medicaid Enrollment. The Parties shall maintain and update their respective provider status in the Medicare and State Medicaid programs throughout the term of this Agreement. The Parties shall share all information required to maintain and update their provider status and their employees' individual provider status within the Medicare and State Medicaid programs as new credentialing requirements are mandated by those programs and program contractors.

40) Indemnification**.**

Neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to Wisconsin Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to indemnity or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable

insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

41) Insurance.

a) **PBS Coverage**. Throughout the term of this Agreement and any renewal term, PBS shall purchase and maintain, and upon request shall provide evidence that it has secured, the following coverage:
   i) **Professional Liability / Errors and Omissions Insurance**, covering PBS's billing and collection services, with a limit of $1,000,000 per claim and $2,000,000 in the aggregate.
   ii) **Commercial General Liability Insurance**, including contractual liability, bodily injury, property damage, and personal injury coverage, with a limit of $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate.
   iii) **Cyber Liability and Privacy Insurance**, covering unauthorized access to, acquisition of, or disclosure of protected health information and other personal information, and including breach response and notification costs, with a limit of $1,000,000 per claim and $2,000,000 in the aggregate.
   iv) **Crime or Fidelity Insurance**, covering employee dishonesty, theft, forgery, and funds transfer fraud with respect to funds collected or held on behalf of Client, with a limit of not less than $500,000.
   v) **Workers' Compensation and Employer's Liability Insurance** in the amounts required by applicable law.

b) **Client Coverage**. Throughout the term of this Agreement and any renewal term, Client shall maintain, and upon request shall provide evidence of, the following coverage, which may be provided through a municipal insurance pool or program of self-insurance:
   i) commercial general liability coverage with a limit of not less than $1,000,000 per occurrence;
   ii) workers' compensation coverage in the amounts required by applicable law; and
   iii) Cyber Liability and Privacy coverage for claims arising from unauthorized access to, acquisition of, or disclosure of protected health information and other personal information in Client's possession, custody, or control, including information Client transmits to or receives from PBS, and including breach response and notification costs, with a limit of not less than $1,000,000 per claim and in the aggregate.
   iv) Client's participation in a municipal insurance pool shall satisfy this subsection to the extent the pool provides the coverage required above.

c) **Certificates and Notice**. Before PBS commences services under this Agreement, each Party shall furnish the other with certificates of insurance evidencing the coverage required by this Section. Each Party shall notify the other within thirty (30) days of any cancellation, non-renewal, or material reduction in the coverage required by this Section.

d) **Carriers**. All insurance required by this Section shall be placed with carriers authorized to write such coverage in the State of Wisconsin and reasonably acceptable to the other Party, except that Client may satisfy its obligations through a municipal insurance pool or program of self-insurance.

e) **Claims-Made Coverage**. If any coverage required by this Section is written on a claims-made basis, the Party maintaining such coverage shall maintain it, or obtain extended reporting period coverage, for not less than two (2) years following termination of this Agreement, with a retroactive date no later than the effective date of this Agreement.

f) **No Limitation of Liability**. The coverage limits set forth in this Section represent minimum requirements and shall not be construed to limit either Party's liability under this Agreement.

g) **Limitation of Municipal Liability**. Nothing contained within this Agreement is intended to be a waiver or estoppel of City or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

h) **Survival**. The obligations of this Section shall survive termination of this Agreement with respect to claims arising from acts or omissions occurring during the term.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this _____ day of October, 2026

CITY OF WATERTOWN	PARAMEDIC BILLING SERVICES, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: David B. Hill
Its: _____	Its: President

APPENDIX A
Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.

2. PBS will bill all appropriate government or commercial third-party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.

3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.

4. PBS shall issue invoices on a billing form specific to the Client.

5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. The Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes. 14 business day notice required.

6. Invoicing/collection activities will be conducted on the following schedule:

    a. Immediate first steps:
        i. PBS will verify patient insurance through portals, contact with patient, contact with receiving facility etc.

    b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
        i. First invoice mailed within five business days after receipt of case source data.
        ii. Second invoice mailed 30 calendar days after first invoice.
        iii. Collection letter 30 calendar days after third invoice.
        iv. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.

    c. Except as otherwise required by law, invoicing for Recipients with insurance identified:
        i. Claim submitted to insurance carrier within five business days after receipt of case source data.
        ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
        iii. If Recipient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If

there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.

iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in “Invoicing for Recipients with no insurance identified.” If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.

d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment and follow up in accordance with the schedule set forth in 6c above.

e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.

8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, absorb credit card fees to the cardholder.

9. PBS will set up payment plans where appropriate, consistent with standard policies and procedures and in accordance with law.

10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the client's responsibility to notify PBS of any payments received to Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services described.

11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.

12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in Section 5 and thereafter complete any necessary follow-up with PBS to ensure that the changed rate is being applied by PBS.

INSERT APPENDIX B – BILLING GUIDELINES HERE

APPENDIX C
BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on April ____, 2026 ("Effective Date") by and between the City of Watertown Covered Entity"), and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("EPHI"), to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information*. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary*. "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident*. "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule*. "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor*. "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure*. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards*. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such a report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.

2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.

3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

(c) *Reports on Security Incidents*. Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors*. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquiries about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set*. The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquiries about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures*.

(a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law*. To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation*. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.

(b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure*.

(a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.

(d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* The Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission*. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI*. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. The covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards*. The Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term*. This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

(a) Termination Resulting from the End of Services. This Agreement shall terminate if the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

(b) Termination for Cause. Upon either Party's knowledge of a material breach of this

Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or

2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI*.

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, 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. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival*. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation*. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* If a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements*. Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third-Party Beneficiaries*. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or

Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties*. Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: City of Watertown, 621 Bernard St. Watertown, Wi. 53094

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

7.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

By: _____
Print Name: _____
Title: _____
Date: _____

City of Watertown, Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____