

Agreement for Professional Billing Services

This Professional Services Agreement ("Agreement") is entered into effective _____ by and between ECP Services, LLC, a Limited Liability Company (hereinafter "ECP") and the City of Whitewater, DBA: City of Whitewater Fire Department, (Hereinafter "WFD").

WHEREAS, WFD desires to engage ECP to provide certain professional or other billing services described in Exhibit A, attached hereto and incorporated herein by reference ("Services").

NOW THEREFORE, in consideration for the terms and conditions set forth in this Agreement, WFD and ECP agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement:

- (a) "ECP" means ECP Services, LLC, a Wisconsin Limited Liability Company with address of 117 Main St, Suite B, Lake Mills, WI 53551.
- (b) "WFD" means City of Whitewater Fire Department, a Wisconsin municipality operating an ambulance service with address of 312 W Whitewater St, Whitewater, WI 53190.
- (c) "Services" means certain professional or other billing services described in Exhibit A, attached hereto and incorporated herein by reference.

2. **SERVICES TO BE PROVIDED BY CONTRACTOR.** ECP agrees to provide the Services indicated by WFD in Exhibit A to WFD in accordance with the terms and conditions of this Agreement. The Services shall be provided by ECP in accordance with parameters established, including all applicable State and Federal laws, WFD policies, procedures and guidelines relating to the confidentiality of strategic, operational, financial and patient information.

3. **TERMS OF PAYMENT.**

- (a) WFD shall pay ECP for the Services provided hereunder at the rate specified in Exhibit A.
- (b) ECP shall prepare and provide WFD with monthly invoices for ECP's Services hereunder, specifying the date and the services provided by ECP during the previous monthly period. ECP's invoices shall be delivered to WFD electronically to the e-mail address specified by WFD below. All original correspondence will be delivered to WFD at the following address:

City of Whitewater Fire Department
312 W Whitewater St
Whitewater, WI 53190

E-Mail Recipient Address List

kdieter@whitewater-wi.gov

- (c) WFD shall pay ECP's monthly invoices hereunder within thirty (30) calendar days of actual receipt. WFD's payments shall be delivered to ECP in person, made via free Electronic Funds Transfer or mailed to ECP at the following address:

ECP Services, LLC.

PO Box 279

Lake Mills, WI 53551

4. **REGULATORY COMPLIANCE.** In connection with this Agreement, ECP shall comply with all applicable federal and state laws, Joint Commission for the Accreditation of Healthcare Organization accreditation standards, and WFD policies and procedures including:
 - (a) The provision of health care services, and reimbursement under the Medicare and Medicaid Programs;
 - (b) The accreditation of hospitals, ambulatory clinics and health care facilities;
 - (c) All policies, bylaws, rules, and regulations adopted by WFD and its governing boards; and
 - (d) Patient confidentiality and confidentiality of strategic, operational, financial and other information.
5. **PROHIBITED USES.** ECP shall not use WFD's space and equipment for any purpose other than the provision of Services to WFD.
6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that ECP is an independent contractor with respect to WFD, and not an employee of WFD. ECP will provide consulting and other services to WFD as further described in Exhibit A. WFD shall not have or exercise any control over the methods used by ECP to provide Services hereunder; provided, however, that ECP shall ensure that such Services are performed in accordance with standards established by WFD. ECP has no authority to enter into contracts or agreements on behalf of WFD.
7. **TERM; TERMINATION.** This Agreement shall be effective upon approval and execution by ECP and WFD, and shall remain in effect for one (1) year thereafter. This Agreement and all its terms and conditions, without change, will automatically renew for a one (1) year period unless written notice of termination is provided and received by either WFD or ECP effective immediately with cause, or without cause upon thirty (30) days' written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred.
 - (a) WFD incurs no obligations to ECP of any kind prior to the effective date established above, and reserves the right to cancel this Agreement at any time prior to the effective date immediately after notifying ECP.
 - (b) Termination with cause includes, but is not limited to, failure on the part of ECP to provide the services outlined in Exhibit A.
 - (c) Upon termination of this Agreement, all decisions related to transferring billing processes and historical data from ECP to WFD or WFD's selected billing agency are solely at the discretion of WFD.
8. **PROHIBITION AGAINST ASSIGNMENT OF CONTRACT.** This Agreement may not be assigned by either party to any person or entity (other than an affiliate) without the prior written consent of the other party. This Agreement shall be binding upon the parties' successors and assigns.
9. **AUDITS; ACCESS TO BOOKS AND RECORDS.** WFD will have the reasonable right to audit the books and records of ECP related to the services provided under this Agreement. If Section 952 of the Omnibus Budget Reconciliation Act of 1980 and the regulations promulgated thereunder are applicable to this Agreement, ECP shall, until four years after the expiration of this Agreement, comply with all requests by the

Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access to this Agreement and to ECP's books, documents and records necessary to verify the nature and extent of the costs of the Services provided hereunder. Such access shall be requested in accordance with section 952.

10. **SEVERABILITY.** If any provisions in this Agreement are determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect to govern the parties' conduct and relationship.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties relating to their relationship as to matters covered by this Agreement, and supersedes all prior understandings, representations and agreements relating thereto. This Agreement may not be amended except pursuant to a written agreement signed by both parties.
12. **NONWAIVER OF RIGHTS.** No failure by a party to insist upon the strict performance of any term in this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or breach. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.
13. **NOTICES.** Any notice hereunder shall be effective upon mailing by certified mail, return receipt requested, and addressed to the other party at the following address or such other address as may be specified pursuant to a notice properly given:

(a) **Notices to WFD:**

City of Whitewater Fire Department
312 W Whitewater St.
Whitewater, WI 53115

With a copy to:

(b) **Notices to ECP:**

ECP Services, LLC.
117 Main St, Suite B
Lake Mills, WI 53551

14. **AMENDMENTS:** Should any party desire any modifications to this Agreement, these modifications shall be negotiated between the parties and set in writing. Should the parties fail to agree to such modifications, this Agreement shall remain in full force and effect.
15. **EQUIPMENT; TOOLS; MATERIALS; SUPPLIES.** If necessary, WFD shall provide ECP with equipment, materials and supplies, as further described in Exhibit A.
16. **WARRANTIES AND REPRESENTATIONS.** ECP hereby warrants and represents that:
 - (a) ECP is qualified to perform the Services;

- (b) ECP has obtained any and all licenses and permits required by applicable federal, state and local law to perform the Services;
- (c) ECP is an independent contractor, not an employee of WFD or its affiliates;
- (d) ECP is not currently covered, obligated or bound by any covenants not to compete, restrictive covenants or other contractual obligations that would prohibit ECP from entering into this Agreement with WFD.
- (e) ECP is not and has not been excluded from participating in Medicare, Medical Assistance or any other government health programs; and, to ECP's knowledge, there are no pending or threatening governmental investigations that may lead to such exclusion.
- (f) These warranties and representations shall survive the execution of this Agreement.

17. **INDEMNITY AND HOLD HARMLESS.** ECP hereby indemnifies and holds WFD harmless from, against and in respect of any and all loss, liability, expense or damage suffered or incurred by WFD by reason of any untrue representation, breach of warranty or nonfulfillment of any agreement by ECP to WFD contained in this Agreement.

18. **INSURANCE.** ECP shall procure and maintain during the term of this Agreement, insurance policies, hereinafter specified. If, for any reason, the insurance coverage required herein lapses, WFD may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to WFD throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of ECP in the "Indemnity and Hold Harmless" article above.

- (a) The following insurance will be in effect and continue in effect during the term of the Agreement in not less than the following amounts:
 - i. Worker's Compensation – Statutory – in compliance with the Worker's Compensation Law of the State of Wisconsin.
 - ii. Professional Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) aggregate.
 - iii. General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and Two Million (\$2,000,000.00) aggregate.

19. **PROGRAM LIMITATIONS:** In addition, ECP makes no warranty or representations with respect to any hardware of third-party software and whatever warranty may apply to any hardware of third-party software, if any, is only as expressly stated by the third-party manufacturer, owner or licensor of the hardware of third-party software.

- (a) **DISCLAIMER:** Under no circumstances shall ECP be liable for any lost profits or for any claim or demand of any other person arising out of or in connection with the use of Computer Programs utilized to achieve the scope of services offered, including third party communication (Internet) outages and failures. In no event shall ECP be liable for, punitive or tort damages, even if ECP has been advised of the possibility of such damages.

(b) **CLIENT'S ACTS AND OMISSIONS:** Neither WFD nor ECP are responsible for any acts or omissions of the other party or the other party's officers and employees.

(c) **DATA NOT PROVIDED BY ECP:** ECP is not responsible for the accuracy of the data provided by WFD or data obtained or available from public or government records or sources of the public domain.

20. **DATA RETENTION.** All records and documents related to the services provided under this Agreement are the property of WFD.

21. **CONFIDENTIALITY AND PRIVACY.** ECP hereby warrants, represents and agrees that all information relating to the Services is confidential and proprietary to WFD, and, as such, may not be used or disclosed to any other person or purpose without WFD's prior written consent unless expressly mandated by applicable federal, state or local law.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other action or proceeding arising from or relating to this Agreement shall be brought before Jefferson County Circuit Court.

23. **COUNTERPARTS.** This Agreement may be executed by facsimile and/or in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

24. **CAPTIONS.** The captions used in this Agreement are for convenience only and shall not be used to limit, define or interpret the provisions of this Agreement.

25. **FORCE MAJEURE.** No party to this Agreement shall be responsible for any failure to perform any obligation under this Agreement due to acts of God, strikes, disasters, acts of government or other similar significant disturbances beyond the control of such party. A party subject to such an act of force majeure shall use its best efforts to carry out its obligations under this Agreement and to mitigate any resulting damages.

EXECUTION: The undersigned, by virtue of his/her signature, has reviewed and agrees to all terms and conditions of this agreement, including Exhibit A.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

**City of Whitewater Fire
Department**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

ECP SERVICES, LLC.

Signature: _____
Printed Name: Galen Perkins
Title: Owner
Date: _____

EXHIBIT A

SCOPE OF SERVICES

Summary

The City of Whitewater Fire Department (WFD) is engaging ECP Services, LLC (ECP) to provide professional billing and revenue cycle management services. As part of that agreement, this Exhibit will define the goals of this service offering and define a scope of services to achieve those objectives.

Project Services

During the term of this Agreement, ECP shall provide WFD with the following Services:

Description of Services

- ECP will enter data from all billable ambulance trips received from WFD into ECP's Billing Software to facilitate the accurate submission of claims to all insurance carriers in electronic or paper format.
- ECP will also submit invoices to facilities and other applicable entities in accordance with a written contract between WFD and the facility or other external entity, where either the contract itself and/or State or Federal Law establishes financial responsibility on the part of the facility or external entity.
- ECP will follow established billing industry guidelines for ambulance services and make reasonable efforts to ensure the services provided by WFD are billed accurately and timely. ECP will bill services rendered by WFD within 5 business days after the incident is sent to ECP for billing.
- Once all insurance coverage is exhausted, ECP will invoice the patient or responsible party who incurred the ambulance charges, followed by a second invoice 30 days later, and 30 days later, a final notice to advise the recipient to remit payment to avoid further collection efforts.
- ECP will assist WFD in establishing a dedicated account for receipt of ambulance billing funds, where the account is controlled by WFD and ECP has access to view transactions and prepare checks. Checks written from this designated account can only be signed by a designated employee of WFD.
- All monies and remittance advices for electronic payments received by ECP on behalf of WFD will be posted to the corresponding accounts on a weekly basis (at minimum), reflecting the exact date the transaction is recorded in the bank account, and deposited to your account via Remote Deposit Capture.
- All mail and correspondence will be processed by ECP in a timely fashion, where ECP will respond, or otherwise take action on the corresponding account, and leave a record in the account of the correspondence.
- ECP will maintain a toll-free number for customer service inquiries, and have available staff from Monday through Friday from 8:00am to 5:00pm Central Standard Time. Any voicemails will be returned within 1 business day.
- Prior to assigning patient accounts to an external collection agency, ECP will utilize paid databases to scrub all primary Self Pay accounts for insurance coverage and respond to all inquiries on the account. ECP will adhere to the process outlined in the Delinquent Account Collection Process below.
- ECP will submit a monthly reporting package to WFD that includes, at a minimum, the Charges, Adjustments, Payments, and Discounts entered during the previous month, as well as an Accounts Receivable aging report.
- ECP shall make any and all payment records available to authorized representatives of WFD for review and auditing purposes within a reasonable timeframe of a request to do so by WFD.

Project Pricing

1. WFD agrees to pay ECP a fee of four and one-half percent (4.5%) of net income deposited into the bank account controlled by WFD and recorded in ECP's Billing Software during the preceding month.
2. Net Income is calculated from all deposits received in WFD's bank account, less any refunds issued for improper or incorrect payments of ambulance services.
3. Failure to pay ECP within 60 days of the monthly bill may result in suspension of services described herein until the amount is paid in full.

Project Requirements

1. WFD is responsible for thoroughly completing each patient care report to ensure compliance with billing and reimbursement requirements established by CMS and the State of Wisconsin. Recommendations for these documentation elements are contained herein.
2. ECP will import Patient Care Reporting (PCR) data into ECP's Billing Software and attach any trailing documentation to the associated account.
3. WFD hereby authorizes ECP to effect credit and debit transactions to WFD's designated bank account to facilitate the remote deposit of funds received by ECP, correct any erroneous credit entries, and fulfill any ACH returns arising from transactions covered under this Agreement.
4. WFD will authorize ECP to view transactions in their designated bank account for posting and accounting purposes.
5. WFD will establish written contracts with any facilities, EMS agencies or other external entities who may be financially responsible for ambulance services provided by WFD.
6. WFD will provide any necessary contact information for personnel at their organization to carry out business functions, such as adjudicating disputes, resolving overpayments or providing additional documentation as necessary. WFD will keep ECP abreast of any changes in contact information throughout the term of the agreement.
7. WFD and ECP will establish a process for Release of Information with regard to requests for clinical data created by WFD. Any fees collected for Release of Information will be retained by the party that fulfilled the request. Any information releases will be handled in accordance with the agreed upon Business Associate Agreement and internal policies of WFD.
8. WFD will notify ECP of any changes to their billing policies, fee schedule or any other information that may affect the billing processes of ECP within a reasonable timeframe.

Delinquent Account Collection Process

- WFD will enter into a separate agreement with a collection agency of their choice.
- ECP will prepare a report of past due balances to be reviewed by WFD prior to submission to WFD's collection agency.
- Past due accounts will be written off as Collection Agency Bad Debt, and submitted to WFD's collection agency.

Delinquent Account Payment Reporting

- Payments collected by WFD's Collection Agency will be remitted directly to WFD with no involvement or reporting on the part of ECP.
- ECP will maintain communication with WFD's Collection Agency in order to place new accounts for collections and follow up on insurance or liability claim inquiries arising from any collection activities.
- Unless expressly authorized otherwise by WFD in writing, ECP shall take reasonable measures to minimize payments recorded in the billing software on accounts assigned to WFD's Collection Agency.

Essential Documentation Elements

Effective documentation of the patient encounter requires complete and accurate elements as described below:

1. Patient Care Report (PCR)

- a. Demographic information (Name, Address, Date of Birth, Social Security Number)
- b. Transport Origin and Destination information.
- c. Accurately record times of transport events.
- d. Odometer (or trip odometer) mileage while patient is loaded in the ambulance.
- e. What information was available at the time of Dispatch?
 - i. Why were you called?
 - ii. Patient's condition?
 - iii. Dispatch Level?
- f. Patient's Chief Complaint.
- g. Past pertinent history related to this encounter.
- h. Signs and symptoms at the time of transport, including specific location, onset and severity.
- i. Describe why the transport, and any medical services rendered during the transport, are medically necessary.
- j. If an ALS unit was specifically requested for the encounter, indicate why in the narrative, and describe if there was a level of service downgrade on scene, and why.
- k. Crew member names and levels of licensure.
- l. Patient Care Report must be signed or have accompanying medical record sheet with a crew member signature.

2. Beneficiary Signature Form

- a. CMS/Insurance Signature Authorization form must be signed by patient unless they are physically or mentally incapable of signing.
 - i. Unavailable due to being treated by hospital, or isolation precautions do not qualify. If the patient is physically and mentally capable of signing, another representative's signature cannot be used on the form.
- b. If the patient is incapable of signing:
 - i. Authorized Representative can sign, or...
 - ii. Crewmember can sign with accompanying facility representative signature or hospital record.

3. Physician Certification Statement (PCS)

- a. Required for non-emergency transports.
- b. Must support medical necessity for the transport.
- c. Requires legible physician or authorized health care professional signature (needs to be accompanied by printed name).

4. Other Recommended Documents

- a. Hospital Registration Sheet / Face Sheet with demographic & insurance information.
- b. Billing Sheet documenting use of billable disposable supplies.
- c. Contemporaneous Medical Records (transfer summaries, nursing notes, etc).

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective _____, by and between the City of Whitewater (DBA: City of Whitewater Fire Department), hereinafter referred to as "Covered Entity", and ECP Services, LLC, hereinafter referred to as "Business Associate".

1. **Term.** This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.
2. **HIPAA Assurances.** In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:
 - a. Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
 - b. Not use or further disclose the PHI, except as permitted by law;
 - c. Not use or further disclose the PHI in a manner that, had the Covered Entity done so, would violate the requirements of HIPAA;
 - d. Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
 - e. Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
 - f. Report promptly to Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
 - g. Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
 - h. Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
 - i. Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include:
 - i. dates of disclosure,
 - ii. names of the entities or persons who received the PHI,
 - iii. a brief description of the PHI disclosed, and
 - iv. a brief statement of the purpose and basis of such disclosure;
 - j. Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and
 - k. Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

3. **Termination Upon Breach of Provisions.** Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
4. **Return or Destruction of Protected Health Information upon Termination.** Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.
5. **No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
6. **De-Identified Data.** Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
7. **Amendment.** Business Associate and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Standards, the Standards for Electronic Transactions, the Security Standards, or other relevant state or federal laws or regulations created or amended to protect the privacy of patient information. All such amendments shall be made in a writing signed by both parties.
8. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the then most current version of HIPAA and the HIPAA privacy regulations.
9. **Definitions.** Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.
10. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

City of Whitewater Fire Department

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

BUSINESS ASSOCIATE:

ECP SERVICES, LLC

Signature: _____
Printed Name/Title: Galen Perkins / Owner
Date: _____