

*****ATTACHMENTS*****



EMS

Medical Billing Associates, LLC



EMS & FIRE BILLING | COLLECTIONS | ePCR

Performance Summary

Prepared for:

City of Sheboygan Fire Department

Respectfully Submitted By:

EMS Medical Billing Associates, LLC

Eric Kiefer

Sales and Marketing Director

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EMS Medical Billing Associates, LLC

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www.emsmedicalbilling.com

Sheboygan Fire Department EMS Billing

2008-2010

Data Provided by City

2008:

Runs: 2390
Revenue: \$ 826,444
Revenue per Call: \$ 345.79

2009:

Runs: 2215
Revenue: \$ 762,207
Revenue per Call: \$ 344.11

2010:

Runs: 2218
Revenue: \$ 701,618
Revenue per Call: \$ 316.33

Sheboygan Fire Department EMS Billing
2011 - 2012
 Data Provided by EMBA

2011:

Revenue generated for 2011 DOS's: \$1,034,278
 Average Collected per Call: \$398.06
 Gross Collection Rate: 47.14%

Current Net Collection Rate for 2011: 79.47% (was 77.65% in February 2013)

Sheboygan 2011	Gross Charges	Contractual Allowances	Revenue Adjustments	Net Charges	Payments	Refunds	Write Offs	# of Trips	Payor Mix	Net Collection %
Medicare	\$982,378.78	\$449,954.04	\$45,028.30	\$487,396.44	\$482,743.29	\$2,533.38	\$6,766.25	1255	49.00%	98.53%
Medicaid	\$472,884.60	\$316,713.29	\$43,356.40	\$112,814.91	\$111,425.37	\$241.43	\$1,630.97	534	20.85%	98.55%
Commercial	\$417,108.28	\$0.00	\$17,759.91	\$399,348.37	\$360,770.16	\$9,687.11	\$43,710.28	438	17.10%	87.91%
Private	\$285,700.27	\$0.00	\$5,824.75	\$279,875.52	\$75,262.77	\$1,415.00	\$204,260.75	328	12.81%	26.39%
Other	\$4,680.60	\$1,349.25	\$29.03	\$3,302.32	\$4,077.06	\$972.00	\$0.00	6	0.23%	94.03%
Total	\$2,162,752.53	\$768,016.58	\$111,998.39	\$1,282,737.56	\$1,034,278.65	\$14,848.92	\$256,368.25	2561	100%	79.47%
					Payments - Refunds = \$1,019,429.73		Non-Billable	485	No Charge%	15.92%
							Total	3046	Gross	47.14%
							\$/Billable Call	\$398.06	Collection%	
							\$/All Calls	\$334.68		

2012:

Revenue generated for 2012 DOS's: \$1,167,041
 Average Collected per Call: \$386.34
 Estimated Gross Collection Rate: 42.76%
Current Net Collection Rate for 2012: 74.82%

Sheboygan 2012	Gross Charges	Contractual Allowances	Revenue Adjustments	Net Charges	Payments	Refunds	Write Offs	# of Trips	Payor Mix	Net Collection %
Medicare	\$1,342,899.83	\$639,460.35	\$95,842.53	\$607,596.95	\$597,333.44	\$2,523.38	\$10,396.78	1544	51.38%	97.90%
Medicaid	\$519,543.20	\$368,802.02	\$20,867.75	\$129,873.43	\$128,431.15	\$0.00	\$1,033.18	572	19.03%	98.89%
Commercial	\$500,188.76	\$0.00	\$37,357.00	\$462,831.76	\$388,760.03	\$3,410.74	\$59,704.99	504	16.77%	83.26%
Private	\$348,808.81	\$0.00	\$815.85	\$347,992.96	\$51,181.18	\$167.00	\$287,869.78	382	12.71%	14.66%
Other	\$3,262.00	\$0.00	\$0.00	\$3,262.00	\$1,335.60	\$0.00	\$0.00	3	0.10%	40.94%
Total	\$2,714,702.60	\$1,008,262.37	\$154,883.13	\$1,551,557.10	\$1,167,041.40	\$6,101.12	\$359,004.73	3005	100%	74.82%
					Payments - Refunds = \$1,160,940.28		Non-Billable	580	No Charge%	16.18%
							Total	3585	Gross	42.76%
							\$/Billable Call	\$386.34	Collection%	
							\$/All Calls	\$323.83		

Payer Mix and Net Collection Rate Comparison:

	<u>Sheboygan 2011</u>	<u>Sheboygan 2012</u>	<u>Franklin Payer Mix</u>	<u>Fond Du Lac Payer Mix</u>
Medicare	49.00 %	51.38 %	58.12 %	57.30 %
Medicaid	20.85 %	19.03 %	9.27 %	14.08 %
Commercial	17.10 %	16.77 %	24.63 %	20.03 %
Self	12.81 %	12.71 %	7.99 %	8.59 %
Net Collection Rate:	79.47 %	74.82%	89.05 %	85.59 %

Reimbursement Concerns with Affordable Care Act

- We are aware of no specific, detailed information on EMS reimbursements related to the ACA
- Sheboygan Press story states collections could improve under the ACA by lowering the amount of uninsured
- Historic high commercial insurance payments could decrease under the ACA, lowering revenue
- Investigating opportunities, but they are in their infancy
- We will communicate those details when made available

Some ACA Facts:

- Health Insurance Marketplace opens October 1, 2013
- Individual mandate still scheduled to start in 2014
- Employer mandate delayed until 2015

Wisconsin Tax Refund Intercept Program (TRIP)

Definition:

- Wisconsin statutes authorize the Department of Revenue to intercept taxpayer refunds, other refundable credits, lottery credits to be applied against the amount the taxpayers owes to certain state agencies and local governments. Agencies and local governments must enter into a written agreement with the DOR to participate.

Current Environment:

- The City of Sheboygan sends delinquent EMS claims to be processed through an external collection agency, Americollect. The fee for this service is 33.0% of net revenue collected.
- If Americollect is unsuccessful in collecting on a claim after 9 months of efforts, the account is turned over to another collection agency, Credit Management Control, to be processed through TRIP. The fee for this service is 17.0% of net revenue collected.

Details of Accounts Listed with TRIP

- City began listing accounts with TRIP in August 2012
- From August 2012 – January 2013, \$358,092 was listed with TRIP
- To date, \$32,775 has been collected, or a 9% collection rate. The fee paid by the City for this service was \$5,571.
- Dates of service February 2013 – August 2013, \$168,717 was listed with TRIP. To date, zero dollars have been collected.
- The unpaid amount of \$494,541 will roll-over to the 2014 tax season and have another attempt at collections, along with new delinquent accounts from 2012 and 2013.

TRIP Postings by Week

Date Received (Posting File)	\$'s Recovered
11/14/12	\$21.00
02/06/13	\$6,802.18
02/13/13	\$6,301.88
02/20/13	\$2,034.48
2/27/2013	\$1,455.90
3/6/2013	\$1,238.10
3/13/2013	\$2,089.37
3/20/2013	\$456.00
3/27/2013	\$3,060.13
4/3/2013	\$2,039.39
4/10/2013	\$2,115.18
4/18/2013	\$2,393.77
4/24/2013	\$212.62
5/1/2013	\$166.00
5/8/2013	\$664.34
5/15/2013	\$578.01
5/22/2013	\$362.53
5/29/2013	\$395.58
6/12/2013	\$181.00
6/19/2013	\$86.52
8/14/2013	\$122.00
Total:	\$32,775

TRIP Considerations:

City would be responsible for:

- Each account must be certified with DOR with name, address, phone, employment, SS# and driver's license (Lexis Nexis)
- Rejected accounts must be reworked according to DOR reject code
- Sending letters to each account prior to placement with TRIP
- Completing TRIP paperwork on each account and submitting to state
- Postage and associated supplies
- Fielding all calls from TRIP patients
- Must track accounts, payments, refunds, resubmissions

Regional Ambulance Rate Survey

	BLS Resident	BLS Non Resident	ALS 1 Resident	ALS 1 Non Resident	ALS 2 Resident	ALS 2 Non Resident	Mileage
City of Sheboygan Fire Department	\$ 575.00	\$ 675.00	\$ 750.00	\$ 850.00	\$ 800.00	\$ 900.00	\$ 16.00
Beaver Dam Fire & Rescue Department	\$ 525.00	\$ 625.00	\$ 575.00	\$ 675.00	\$ 625.00	\$ 725.00	\$ 15.00
City of Beloit Fire Department	\$ 434.00	\$ 514.00	\$ 748.00	\$ 932.00			\$ 13.00
City of Brookfield Fire Department	\$ 555.00	\$ 680.00	\$ 730.00	\$ 880.00			\$ 20.00
City of Green Bay Fire Department	\$ 500.00	\$ 600.00	\$ 625.00	\$ 700.00	\$ 725.00	\$ 875.00	\$ 12.00
City of Manitowoc Fire Department	\$ 605.00	\$ 705.00	\$ 725.00	\$ 825.00	\$ 750.00	\$ 850.00	
City of Oshkosh Fire Department	\$ 450.00	\$ 450.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00	\$ 15.00
City of Two Rivers Fire Department	\$ 660.00	\$ 715.00	\$ 715.00	\$ 770.00	\$ 770.00	\$ 825.00	\$ 13.00
City of West Bend Fire Department	\$ 500.00	\$ 655.00	\$ 700.00	\$ 755.00			\$ 15.00
Eau Claire Fire Rescue	\$ 745.00	\$ 995.00			\$ 965.00	\$ 1,215.00	
Franklin Fire Department	\$ 525.00	\$ 750.00	\$ 660.00	\$ 780.00	\$ 750.00	\$ 870.00	\$ 14.00
Gold Cross Ambulance Service Inc	\$ 527.00		\$ 658.00		\$ 731.00		\$ 11.50
Jackson Fire Department	\$ 550.00	\$ 550.00	\$ 950.00	\$ 950.00			
Menomonee Falls Fire Department	\$ 420.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 700.00	\$ 13.00
Menomonie Fire Department	\$ 650.00	\$ 805.00	\$ 750.00	\$ 910.00	\$ 850.00	\$ 950.00	\$ 14.00
North Shore Fire Department	\$ 575.00	\$ 700.00	\$ 660.00	\$ 780.00	\$ 750.00	\$ 870.00	
Plymouth Ambulance Service Inc	\$ 647.00	\$ 698.00	\$ 782.00	\$ 813.00	\$ 845.00	\$ 896.00	\$ 14.50
Village of Allouez Fire Department	\$ 525.00	\$ 630.00	\$ 625.00	\$ 750.00	\$ 650.00	\$ 780.00	\$ 13.00
Orange Cross Ambulance Service	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 920.00	\$ 920.00	\$ 15.45
Average	\$ 564.11	\$ 661.11	\$ 700.17	\$ 789.41	\$ 755.40	\$ 855.43	\$ 14.30

Sheboygan Fire Department
5 Year EMS Revenue and Expense Totals

Sheboygan Fire Department EMS Net Revenue Projected vs. Actual

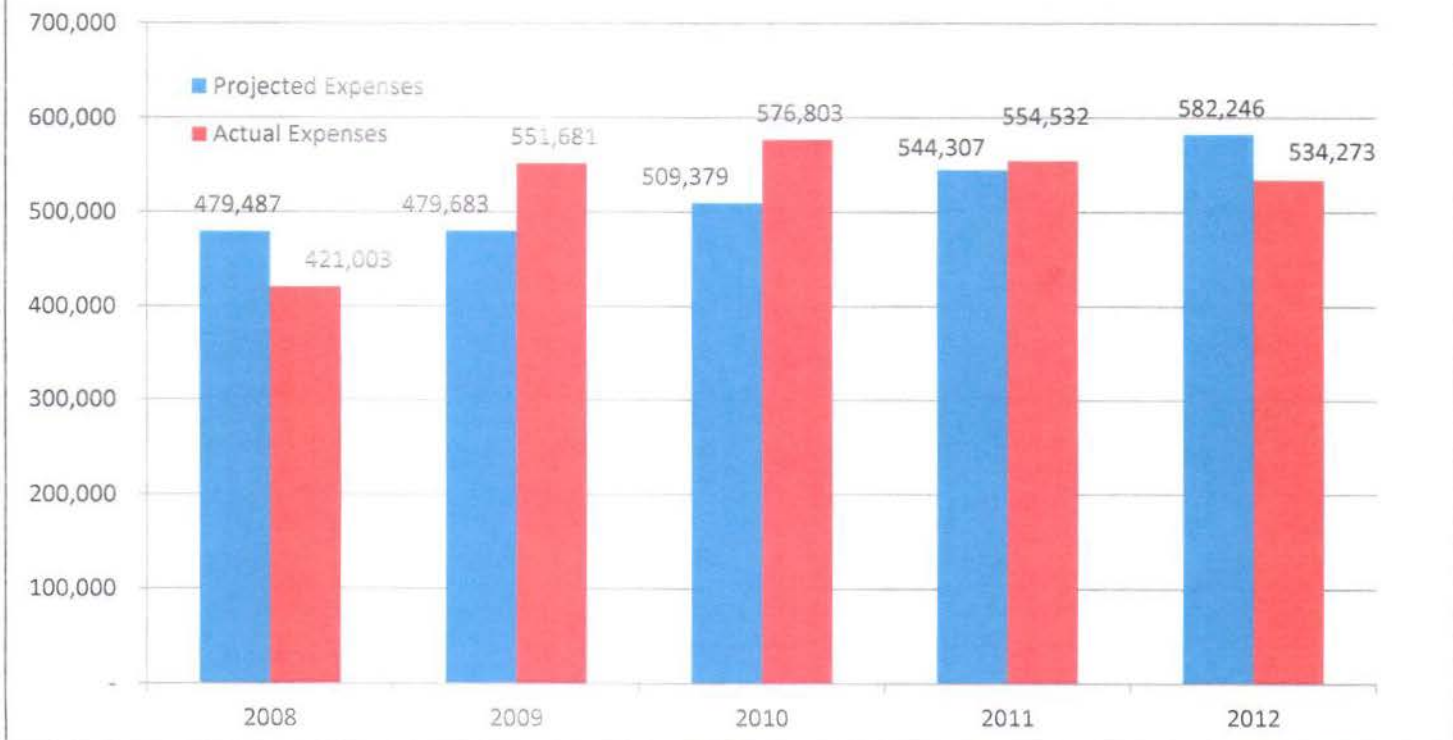


Sheboygan Fire Department
5 Year EMS Revenue and Expense Totals

Sheboygan Fire Department EMS Gross Revenue Actual vs. Projected



Sheboygan Fire Department EMS Expenses Projected vs. Actual



Rajer, Mary

From: Alderperson Jim Bohren
Sent: Wednesday, August 07, 2013 3:07 PM
To: Rajer, Mary
Subject: FW: Ambulance/Fire Costing

Mary -

Another one for the 8/²⁸~~21~~ COW. Thanks.

Alderman Jim Bohren
8th District - Wards 24, 25 & 26
City of Sheboygan, Wisconsin
920.395.2230
jim.bohren@ci.sheboygan.wi.us

2013 - 2014 Committee Assignments
Chairman, Committee of the Whole
Vice Chairman, Public Works Committee
Vice Chairman, Salaries & Grievances Committee

From: Baus, Eileen [ebauss@fdl.wi.gov]
Sent: Wednesday, August 07, 2013 2:58 PM
To: Alderperson Jim Bohren
Subject: RE: Ambulance/Fire Costing

Prior to 2013 we had Ambulance set up as a special revenue fund. All of the billing revenues and associated expenses went into this fund. If there was a year end fund balance it would stay within this fund. We found that every year we were either transferring funds from the General Fund to the Ambulance Fund or were allocating tax levy to the Ambulance Fund. Because of this we have moved Ambulance to a division within the General Fund.

Once Ambulance accounts go into collections and all collections efforts have been exhausted we put them on the State of Wisconsin Tax Refund Intercept Program (TRIP). We have an employee that works with the City's other Accounts Receivable collection accounts so we have her work the Ambulance collections accounts also. She will put them on TRIP instead of having it done by EMS Medical Billing. We find that putting these accounts on the State TRIP system we are able to increase our collections because TRIP is the last option for these accounts that would have otherwise been written off. So far in 2013 we have collected approximately \$50,000 that we would not have collected if these accounts were not on TRIP.

-----Original Message-----

From: Alderperson Jim Bohren [mailto:Jim.Bohren@sheboyganwi.gov]
Sent: Wednesday, August 07, 2013 2:41 PM
To: Baus, Eileen
Subject: RE: Ambulance/Fire Costing

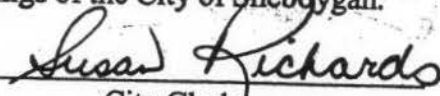
Eileen -

Thank you for the information. Could you please explain what Fond du Lac does with the Ambulance collections as they come in and what change you made in 2013 regarding the collections. Would you also explain what you have arranged with EMS Billing Service when Ambulance accounts are ready to be placed for collection and how that has worked for you in boosting collections? Thanks again.

- **Operational Plan** - The City of Sheboygan Fire Department will submit an operational plan and application to the State of Wisconsin as a Paramedic Level Ambulance Provider.
- **Accounting** – The Sheboygan Fire Department would fully expect the revenues and expenses of the added service to be tracked independent of the current fire department budget and expected revenues would be incorporated into the City's general fund.
- **Expense Projections** – Expenses are calculated from vendor quotes and the Local 483 contract with projected increases beyond 2009.
- **Revenue Projections** – Revenues are projected from 2006 current provider's actual numbers as provided to the fire department and the council.
- **Collectables** – Percent of non-collectables are taken from the current provider's actual 2006 numbers and cross checked with the City of Manitowoc.
- **Service Upgrade** – The acquisition of an ambulance provider license would immediately increase the current first response scope of practice to the EMT or Paramedic level, which would put Advanced Life Support Skills on scene at the First Responder and Ambulance level.
- **Rescue Training** – All fire department Paramedics are trained as firefighters and receive comprehensive training in all areas of technical rescue and hazardous material response.
- **Response Plan** – Our response plan would include provision for a dedicated fire and EMS response as well as an aggressive call-back system to address times of extraordinary response needs.
- **Duplication** – This plan eliminates the need for the building of additional structures for EMS response.
- **System Control** – This plan gives the council complete and direct oversight regarding the *entire* Emergency Response system in the City of Sheboygan.

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.


City Clerk

Res. No. 13 - 07 - 08. (As amended). By Alderperson Rindfleisch.
May 7, 2007.

A RESOLUTION authorizing the City of Sheboygan Fire Department to provide ambulance service to its citizens, beginning January 1, 2008.

WHEREAS, the contract with Orange Cross covering the City of Sheboygan with ambulance service will end on December 31, 2007; and

WHEREAS, the City of Sheboygan no longer wishes to enter into a contract with Orange Cross; and

WHEREAS, the Common Council believes it is in the best interest of the City of Sheboygan to have the Sheboygan Fire Department provide advanced life support response and transportation to the citizens of Sheboygan; and

WHEREAS, the Sheboygan Fire Department is prepared to assume the responsibility of providing ambulance service to the citizens of Sheboygan.

NOW THEREFORE BE IT RESOLVED: That the Mayor and proper city officials are hereby authorized and directed to work with the Sheboygan Fire Department in order to structure an Advanced Life Support Response and Transportation System; and

BE IT FURTHER RESOLVED: That the Sheboygan Fire Department shall prepare and submit an Annual Operational Plan and an application to the State of Wisconsin as a Paramedic Level Ambulance Provider; and

BE IT FURTHER RESOLVED: That the Sheboygan Fire Department shall place in service a minimum of three paramedic level ambulances to be staffed 24 hours a day, seven days a week which shall be dedicated to the City of Sheboygan residents in order to provide the same or better level of services as previously provided; and

BE IT FURTHER RESOLVED: That the operational plan shall include a comprehensive quality assurance plan, training plan, medical oversight provisions, the appropriate medical protocols and provisions and contingencies for providing advance life support response and transportation services; and

BE IT FURTHER RESOLVED: That the operational plan, upon request, shall be adjusted to accommodate requests from communities being served by the current provider, as listed in the County EMS plan, which include, but

shall not be limited to, 911 responses and inter-facility transports; and

BE IT FURTHER RESOLVED: That the Sheboygan Fire Department, as a guarantee to the Common Council and the taxpayer, agree that any losses incurred in any given budget year shall be deducted from the general operating budget of the Sheboygan Fire Department in the following budget year without disagreement or recourse to the Mayor or Common Council.

BE IT FURTHER RESOLVED: That beginning January 1, 2008 and ending December 31, 2012 that the Sheboygan Fire Department staffing levels be limited not to exceed the current "Proposed Level". This limit can only be altered, when and if, the geographic service area of the Sheboygan Fire Department for ambulance service is expanded and then must be approved with a 2/3 affirmative vote of the Common Council.

*Hanna/Meyer
Res, as amended, passed*

I HEREBY CERTIFY that the foregoing Resolution ^{as amended} was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 29th day of May, 2007.

Dated June 1 20 07. Jessie Richards City Clerk

Approved June 1 20 07 [Signature], Mayor

Proceedings Published June 4 20 07.

Resolutions Published June 4 20 07.

Certified June 6 20 07 to Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Fire Dept.; Chuck Butler

Call Volume Projection Sheet with 3% Rate Increase

Call Volume Projection (From Coalition QA Reports and assuming 3% Increase per year)						
Year	2007	2008	2009	2010	2011	2012
Projected	2227	2295	2364	2434	2507	2583
Total Billable Calls with 15% No Transport Adjustment		1951	2009	2069	2131	2196

18%

Rate Increase Projection (Assuming 3.0% Starting in 2009)						
Year	2007	2008	2009	2010	2011	2012
BLS	575.00	575.00	592.25	610.02	628.32	647.17
ALS	750.00	750.00	772.50	795.68	819.55	844.13

2013
575.00
750.00

Revenue Projection based on 50/50 ALS/BLS Billing						
Year	2007	2008	2009	2010	2011	2012
BLS		560,840.63	595,033.58	631,032.60	669,457.15	710,444.37
ALS		731,531.25	776,130.75	823,086.00	873,204.98	926,666.58
Total		1,292,371.88	1,371,164.33	1,454,118.61	1,542,662.12	1,637,110.95
	48% Collection	620,338.50	658,158.88	697,976.93	740,477.82	785,813.26

Loaded Mile Revenue Projection						
Year	2007	2008	2009	2010	2011	2012
Transported Calls		1951	2009	2069	2131	2196
10.00 Per Loaded Mile x Number of Miles Assuming 3 Miles per Call.		58,530.00	60,270.00	62,070.00	63,930.00	65,880.00
Total Estimated Mileage Revenue including 25% Bad Debt Adjustment		43,897.50	45,202.50	46,552.50	47,947.50	49,410.00

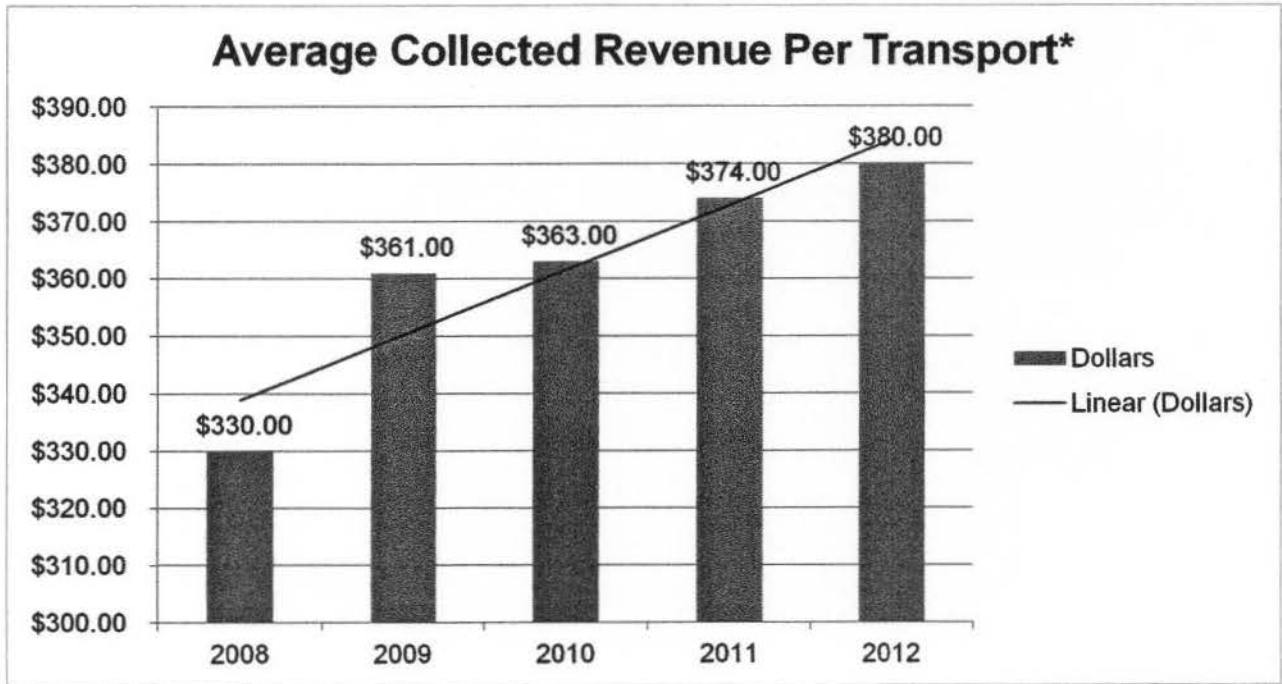
Balance Sheet with 3% Rate Increase

Projected Revenues	2008	2009	2010	2011	2012
Transport Revenues (Assuming 48% Collection and 3.0% Rate Increase)	620,338.50	658,158.88	697,976.93	740,477.82	785,813.26
Funding Assistance Program	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
Mileage Revenue	43,897.00	45,202.00	46,552.00	47,947.00	49,410.00
Total Projected Revenues	675,235.50	714,360.88	755,528.93	799,424.82	846,223.26
ACTUAL	737,388	843,416	857,798	1,000,624	1,155,978
Projected Expenses					
Employee Costs	(271,000.00)	(313,931.00)	(341,291.00)	(372,608.00)	(408,042.00)
Miscellaneous	(130,218.00)	(87,483.00)	(89,819.00)	(93,430.00)	(95,935.00)
Equipment Lease	(78,269.00)	(78,269.00)	(78,269.00)	(78,269.00)	(78,269.00)
Total Projected Expenses	(479,487.00)	(479,683.00)	(509,379.00)	(544,307.00)	(582,246.00)
ACTUAL	421,003	551,681	576,803	554,532	534,273
Total Net Revenue	195,748.50	234,677.88	246,149.93	255,117.82	263,977.26

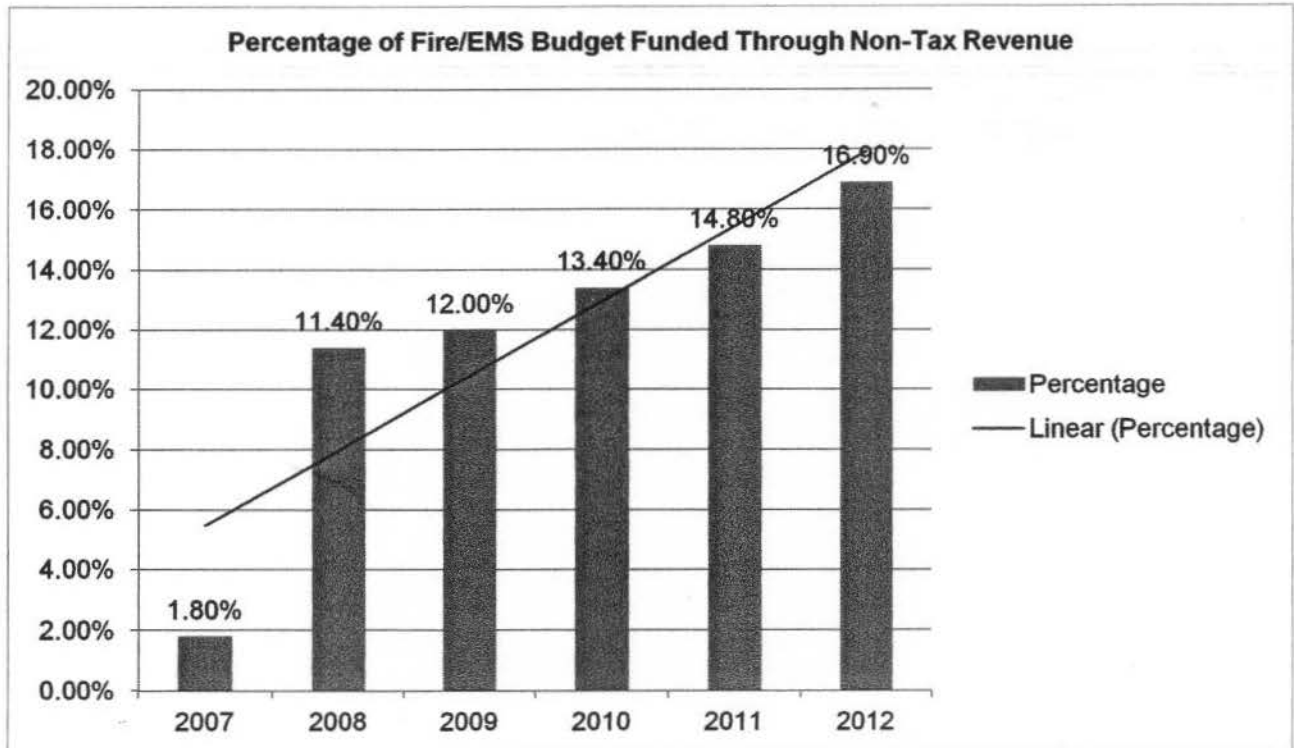
3,790,773
4,595,204

ACTUAL 316,385 291,735 280,995 446,092 620,000 (EST) 1,195,671 1,955,207

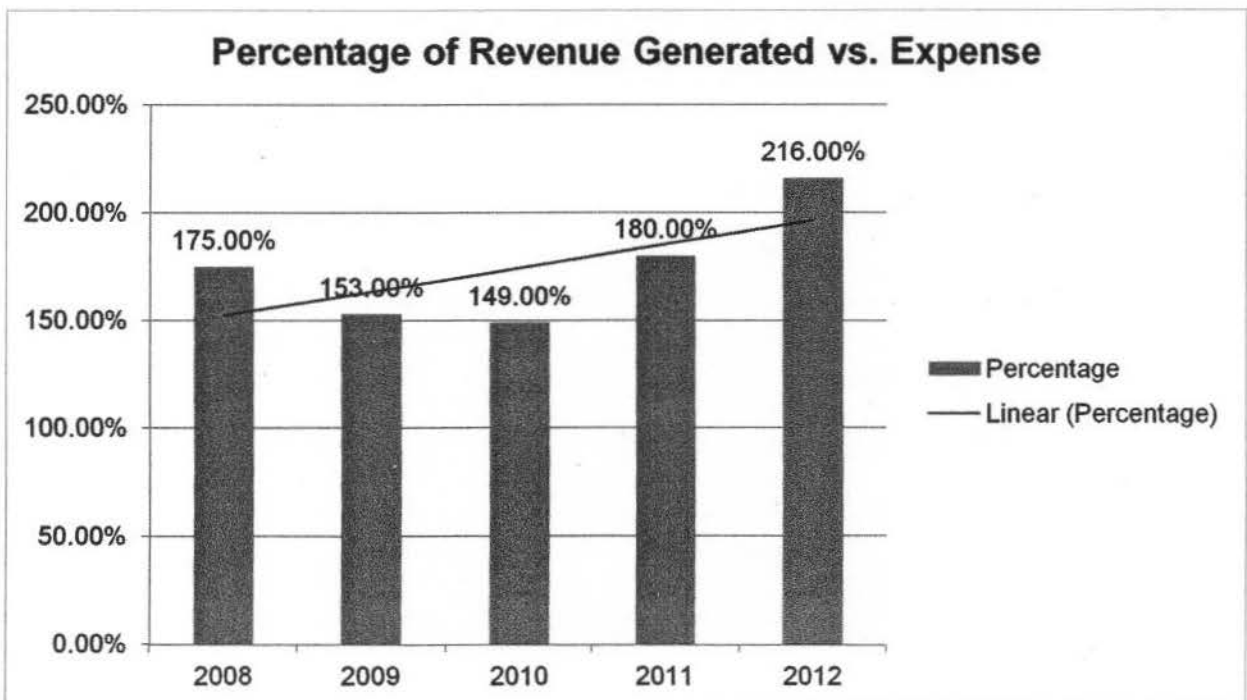
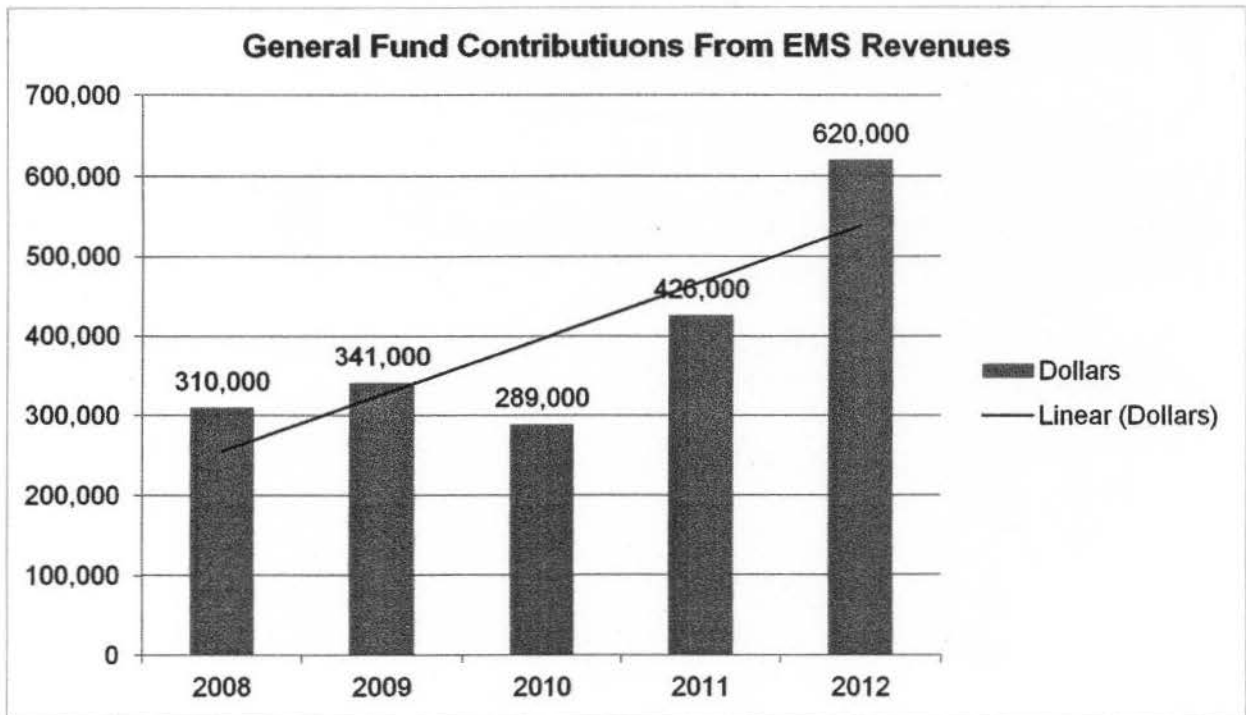
EMS Revenue Impact in the Sheboygan Fire Department

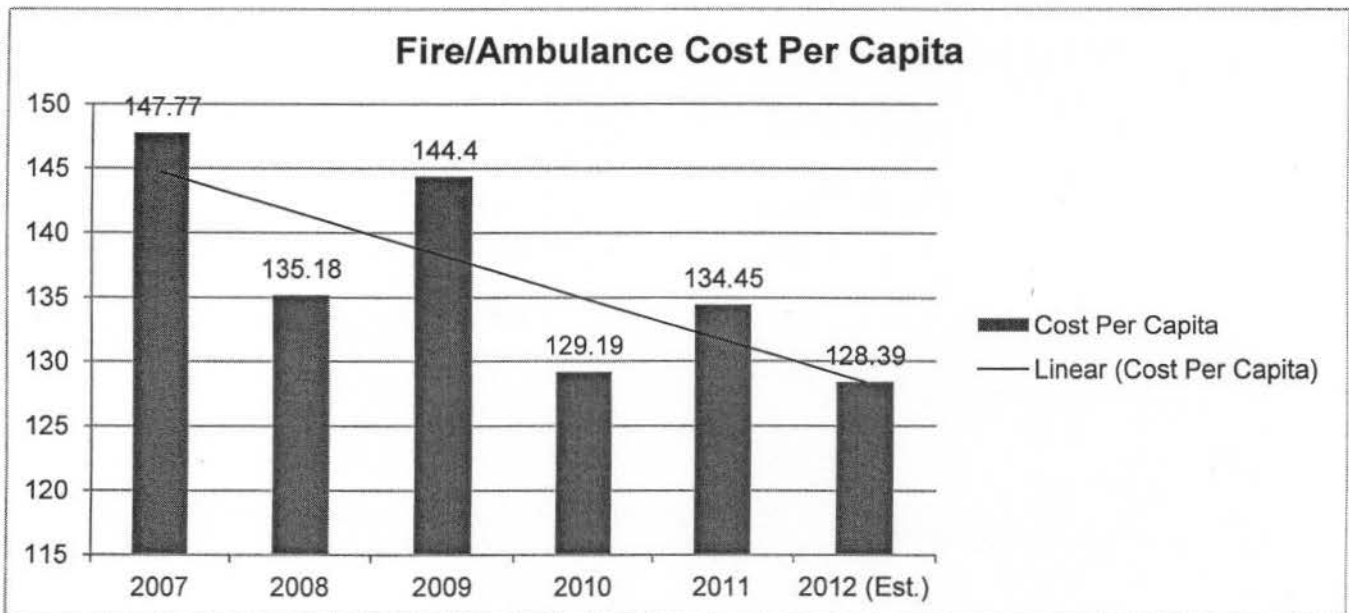
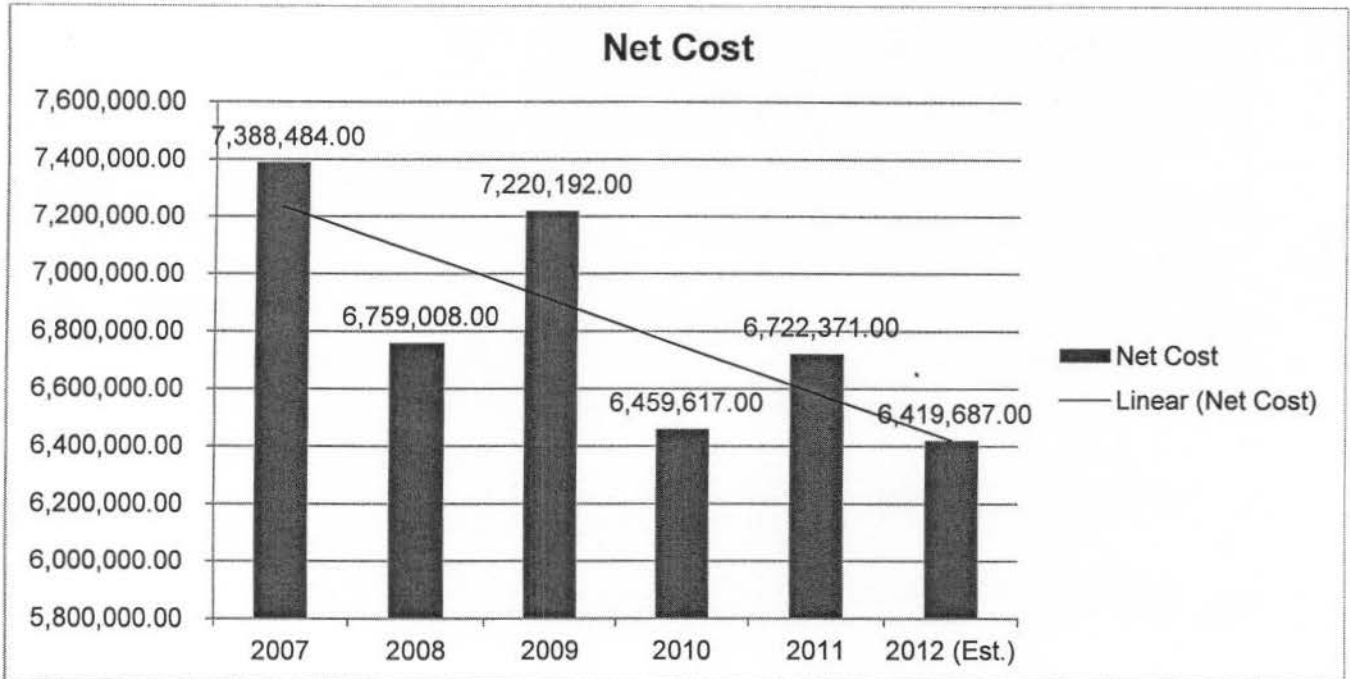


*Total transport revenues/number of transports



EMS Revenue Impact in the Sheboygan Fire Department





According to Ehlers Financial Advisors State Median Fire and Ambulance is \$182.00.

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF SHEBOYGAN WISCONSIN
828 CENTER AVENUE SUITE 205
SHEBOYGAN, WI 53081
A Municipal Corporation,**

And

EMS MEDICAL BILLING ASSOCIATES, LLC

- 9401 WEST BROWN DEER ROAD, SUITE 101
- MILWAUKEE, WI 53224
- A Wisconsin Limited Liability Company
-
- THIS AGREEMENT IS MADE and entered into by and between the CITY OF SHEBOYGAN WISCONSIN, a municipal corporation, with offices located at 828 Center Avenue, Suite 205 Sheboygan, Wisconsin, 53081, hereinafter referred to as the "CLIENT", and EMS MEDICAL BILLING ASSOCIATES, LLC, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the "SERVICE PROVIDER"
-
- WHEREAS, CLIENT desires to engage SERVICE PROVIDER to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the "PROJECT", and SERVICE PROVIDER has signified its willingness to furnish professional and technical services to CLIENT.
-
- WITNESSETH:
-
- NOW, THEREFORE, in consideration of the mutual promises, Agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
-
-
-
-
-
-
-

- **ARTICLE I**
-
- **SERVICES TO BE PROVIDED BY SERVICE PROVIDER.** SERVICE PROVIDER agrees to perform, in a good and professional manner, the professional services necessary for completion of PROJECT, as detailed in the "Scope of Services" in Exhibit A, which are attached hereto and incorporated herein by reference. This "Scope of Service" may be expanded by mutual Agreement of the parties subject to the payment of additional consideration as mutually agreed upon.
-
- **PERFORMANCE STANDARDS.** In performing PROJECT services, SERVICE PROVIDER will meet performance standards for billing services in Wisconsin, as defined in Exhibit A.
-
- **SCHEDULE OF PROJECT SERVICES.** SERVICE PROVIDER shall commence performing PROJECT services upon execution of this Agreement.
-
- **RETENTION.** All records and documents related to the services provided under this Agreement are the property of the CLIENT, but shall be retained by the SERVICE PROVIDER on behalf of the CLIENT for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to CLIENT at anytime during this Agreement, or after the expiration or termination of this Agreement, upon written request of CLIENT. Prior to the destruction of any records or documents, SERVICE PROVIDER must notify CLIENT in writing of the proposed destruction, in a manner that reasonably allows CLIENT to make a timely request for return of the records and/or documents to the CLIENT.
-
- **CONFIDENTIALITY.** No reports, information, and/or data given to or prepared or assembled by SERVICE PROVIDER under this Agreement shall be made available to any individual or organization by SERVICE PROVIDER without the written approval of CLIENT. Notwithstanding the above, SERVICE PROVIDER may release records to third party, upon having proper consents and following State laws, rules and regulations.
-
- **ERRORS, OMISSIONS OR DEFICIENCIES.** SERVICE PROVIDER shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the SERVICE PROVIDER is responsible for any errors, omissions, or deficiencies. SERVICE PROVIDER shall refund to CLIENT, upon finalization of any audit which shows a billing error, the SERVICE PROVIDER'S percentage fee times the refunded amount.
- **ARTICLE II**
-
- **SERVICES TO BE PROVIDED BY CLIENT.** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on PROJECT, CLIENT shall promptly furnish copies of these materials, provided these materials are owned by and in the possession of the CLIENT, in

- either hard copy or digital format, to be determined by the CLIENT, to SERVICE PROVIDER for use during the contract period. CLIENT designates the Fire Chief and the City Finance Director/Treasurer or his or her designee to Act as its representative(s) with respect to the work to be performed under this Agreement, and such person(s) shall have authority to transmit instructions, receive information, interpret and define CLIENT'S policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until SERVICE PROVIDER has been advised in writing by CLIENT that such authority has been revoked.

- 2.2 INCIDENT INFORMATION. CLIENT will submit to SERVICE PROVIDER an electronic run report or, if not capable by US Postal Service, fax or other electronic media, a paper "run sheet" which provides the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction of the electronic patient care export, CLIENT agrees to provide said data to SERVICE PROVIDER via U.S. Postal service, fax or other electronic media.

- 2.3 PAYMENT INFORMATION. CLIENT will provide payment information to SERVICE PROVIDER as soon as practicable, by fax, electronic mail or other electronic means.

- 2.4 CLIENT RATES AND FEES. CLIENT will provide SERVICE PROVIDER with Emergency Medical Service / Fire Incident / Fire Inspection rate and fee information within ten (10) days after the effective date of this Agreement. SERVICE PROVIDER agrees to implement CLIENT'S billing rates within five business days of written notification to the SERVICE PROVIDER.

- ARTICLE III

3.1 COMPENSATION RATE. SERVICE PROVIDER agrees to provide the services described in Article I in accordance with the following fee schedule which covers all other items of whatever nature needed in connection with **PROJECT** services: Seven (7.00%) percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services and Fire Incident Services provided by **CLIENT** beginning the effective date of this contract.

3.1.1 ANNUAL SERVICE CHARGE. CLIENT agrees to compensate **SERVICE PROVIDER** the amount of Two Hundred (\$200.00) Dollars annually, for each year of this Agreement, for software support charged to **SERVICE PROVIDER** by third party software vendor.

3.1.2 COMPENSATION FOR COLLECTION SERVICES. SERVICE PROVIDER is a licensed collection agency in the State of Wisconsin, and will provide professional collection services, up to and including referring certain delinquent accounts to an outside collection agency, for the **CLIENT** on accounts that are 90 days past due or older. The **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of Seven (7.0%) percent of net payments collected on delinquent accounts via **SERVICE PROVIDER'S** internal collections department.

The **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Seven (7.0%) percent of net payments collected by the external collection agency for the first year of the contract, and Thirty-Three (33.0%) percent for each year after. **CLIENT** is not directly responsible for any commission charged by **SERVICE PROVIDER'S** external collection agency.

3.1.3 ACCOUNT DELINQUENCY: Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to an external collection agency.

3.1.4 START-UP FEE: **CLIENT** agrees to pay the **SERVICE PROVIDER** the standard one-time start-up fee of One Thousand Two Hundred (\$1,200.00) dollars. This fee will be applied to the **CLIENT'S** first invoice.

3.1.5 CREDIT CARD PAYMENTS: **SERVICE PROVIDER** and **CLIENT** agree that to maximize collections **SERVICE PROVIDER** should have the option to accept payments in forms other than cash including credit card, debit card and online payments. The **SERVICE PROVIDER** agrees to pay all fees associated with accepting payment for ambulance service by credit card for the first year of the contract. For each subsequent year of the contract, the **CLIENT** agrees to pay all fees associated with accepting payment for ambulance service by credit card. **SERVICE PROVIDER** agrees to notify **CLIENT** in writing when the fees for such services exceeds five hundred dollars (\$500.00). The **CLIENT** can choose to continue accepting payment by credit card, or cease accepting

payment by credit card, by notifying the SERVICE PROVIDER in writing.

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- **3.2 COMPENSATION FOR ADDITIONAL SERVICES.** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, CLIENT and SERVICE PROVIDER shall agree upon a fee and payment schedule prior to commencement of additional services.

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- **3.3 MONTHLY INVOICES.** Monthly invoices shall be mailed by SERVICE PROVIDER to the CLIENT, ATTN: City of Sheboygan, Finance Director

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- **3.4 METHOD OF PAYMENT.** Payment of SERVICE PROVIDER'S fees shall be as follows:

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- **3.4.1** xInvoices which are in order are due and payable by CLIENT to SERVICE PROVIDER, no later than twenty-five (25) days from receipt of the invoice.

- **3.4.2** The CLIENT agrees to pay non-disputed portions of an invoice, but may withhold payment on disputed portions. CLIENT agrees to compensate SERVICE PROVIDER the amount of the disputed portions on the following month's invoice, providing the SERVICE PROVIDER satisfies the dispute to the CLIENT'S satisfaction.

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- **3.4.3** Invoices which are in order and not paid by CLIENT within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.

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- **3.4.4** If an invoice is in order, CLIENT may not withhold payment so long as SERVICE PROVIDER is in compliance with Section 1.2, and the provisions of Exhibit "A" of this Agreement, and so long as necessary documentation supporting payment has been provided to CLIENT.

- **3.4.5** If CLIENT fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, SERVICE PROVIDER may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts are paid in full.

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- **ARTICLE IV**

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- **TERMS OF AGREEMENT.** This three (3) year Agreement shall be effective upon approval and execution by SERVICE PROVIDER and CLIENT unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended for an additional two (2) year period by Letter of Agreement to that effect executed by all parties at any time during the Agreement term.

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- **ARTICLE V**

- **TERMINATION.** Either party shall have the right to terminate this Agreement for breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.

- **TERMINATION FOR LOSS OF FUNDING TO PROGRAM.** It is understood and agreed by both parties that, should program funding be discontinued, this Agreement shall be considered "terminated" as of the date of discontinuation. It is further agreed that **SERVICE PROVIDER** shall have the right to collect on all accounts received prior to cessation of services for a period of One Year. **CLIENT** agrees to compensate **SERVICE PROVIDER**, as outlined in this agreement, for all monies collected on said accounts.

- **NO NEW OR ADDITIONAL WORK.** **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.

- **USE OF INCOMPLETE OR UNFINISHED DOCUMENTS.** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

- **TRANSFERRING DATA AT CONTRACT TERMINATION.** **SERVICE PROVIDER** will supply to the **CLIENT** an Extensible Markup Language (XML) export of all the **CLIENT'S** data entered into **SERVICE PROVIDER'S** Imagetrend Rescue Bridge, as well as an XML export of all the **CLIENT'S** data entered into the **SERVICE PROVIDER'S** Zoll billing program, upon notification of termination of this Agreement at no cost to the **CLIENT**. Other forms of transference that require additional labor of the **SERVICE PROVIDER** will be billed at a fee of One Hundred and Twenty-Five Dollars (\$125.00) per hour.

- **ARTICLE VI**

- **CONFLICT OF INTEREST.** **SERVICE PROVIDER** shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of appropriate legal counsel and shall use said legal counsel with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics or other such legal documents or doctrine as he or she determines as appropriate as a basis for making any such determination.

- **A. TRAINED STAFF**

- **Provider Staff assigned to the City's accounts shall have adequate training and skills to effectively complete the duties delegated.**

- Staffing levels will be adequate to provide continuous coverage of the City's accounts. The provider will be able to continue to process the City's accounts and provide customer service during staff vacations, illnesses and in the event of staff turnover.

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- **ARTICLE VII**

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- **AMENDMENTS.** CLIENT may, from time to time, require modifications in the scope of or deadline for services of SERVICE PROVIDER to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between CLIENT and SERVICE PROVIDER, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

- **ARTICLE VIII**

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- **INDEPENDENT CONTRACTOR.** SERVICE PROVIDER performs services hereunder as an independent contractor.

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- **ARTICLE IX**

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- **9.1 INDEMNITY AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify, and hold harmless CLIENT, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of SERVICE PROVIDER which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. CLIENT shall indemnify, and hold harmless SERVICE PROVIDER, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of CLIENT which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.

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- **9.2 CLIENT'S ACTS AND OMISSIONS.** Neither CLIENT nor SERVICE PROVIDER are responsible for any acts or omissions of the other party or the other party's officers and employees.

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- **9.3 REPRODUCED DATA FURNISHED BY CLIENT.** CLIENT shall obtain from Owner of documents provided by CLIENT any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and SERVICE PROVIDER assumes no responsibility of any failure of CLIENT to obtain any required consent.

- **ARTICLE X**

- **INSURANCE.** SERVICE PROVIDER shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. SERVICE PROVIDER, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the City Attorney, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the CLIENT will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, CLIENT 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 the CLIENT throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of SERVICE PROVIDER in Article X – Indemnity and Hold Harmless.

- The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

- Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.

- General Liability Insurance with a minimum limit of Two Million (\$2,000,000.00) Dollars per occurrence having the following coverage:

- Contractual;

- Death, Personal Injury and Property Loss or Damage.

- Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, per occurrence, having the following coverage:

- Owned automobiles/

- Hired automobiles; and ,

- Non-own automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claims made basis.

- Excess Liability Policy of an additional \$1,000,000.00 One Million Dollars

- **ARTICLE XI**

- **ASSIGNMENT AND SUBCONTRACT.** SERVICE PROVIDER shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of CLIENT.

- **ARTICLE XII**

- **LAW, RULES AND REGULATIONS.** SERVICE PROVIDER shall fully comply with all applicable Federal, State and local laws, rules and regulations governing PROJECT services.
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- **ARTICLE XIII**
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- **SEVERABILITY.** It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- **ARTICLE XIV**
-
- **NONDISCRIMINATION.** In the performance of work under this Agreement, SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.
- **ARTICLE XV**
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- **GOVERNING LAW.** This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
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- **ARTICLE XVI**
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- **NO WAIVER.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
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- **ARTICLE XVII**
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- **TRAINING AND CONTINUING EDUCATION.** SERVICE PROVIDER will be responsible for all training of the Imagetrend Field Bridge software platform and Imagetrend Rescue Bridge software platform to the CLIENT, at no cost to the CLIENT. SERVICE PROVIDER will provide continuing education and subsequent training as necessary on software updates or changes to the software at no cost to the CLIENT. SERVICE PROVIDER will provide continuing education training for EMS and FIRE billing purposes at no cost to the CLIENT.

- **ARTICLE XVIII**

HARDSHIP REQUESTS: SERVICE PROVIDER agrees to submit all requests for hardship write-offs in writing to **CLIENT** within 10 days of being instructed by the patient. **CLIENT** agrees to provide a written decision to the **SERVICE PROVIDER** within 60 days of receiving the hardship request, or **SERVICE PROVIDER** reserves the right to pursue the account as **SERVICE PROVIDER** sees fit.

- The City of Sheboygan Finance Director and the **SERVICE PROVIDER** will mutually agree on a plan of pre-authorization of any debt write-off or write down activity prior to the elimination of any debt.

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- **NOTICES.** Any notice required or permitted to be given to either party under this Agreement shall be sufficient if in writing and hand delivered, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

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- **18.1 For CLIENT:**

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- City of Sheboygan: CITY CLERK, 828 Center Avenue
Sheboygan WI 53081

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- **With a copy to: (if applicable)**

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- City of Sheboygan Fire Chief, 1326 North 25th Street, Sheboygan WI 53081

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- **18.2 For SERVICE PROVIDER:**

- **Paula S. Bliemeister, CFO**
- **EMS Medical Billing Associates, LLC.,**
- **9401 W. Brown Deer Road, Suite 101**
- **Milwaukee, WI 53224**

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• **ARTICLE XIX**
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• **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties
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• **ARTICLE XX**
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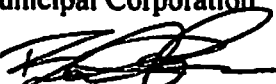
• **NONBINDING MEDIATION.** In an effort to resolve any conflicts that arise during PROJECT or following completion of PROJECT, CLIENT and SERVICE PROVIDER agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
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• **ARTICLE XXI**
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• **CLIENT and SERVICE PROVIDER** each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement.
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• **IN WITNESS WHEREOF,** the parties hereto have herein executed this Agreement on the dates below given.
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• **CLIENT:**
• **CITY OF SHEBOYGAN WISCONSIN**
• **A Municipal Corporation**
•

• **BY:** 
• Name: *Bernard R. Rammer*
• Title: *Purchasing Agent*
•
• Date: *10-8-10*

•
•
• **SERVICE PROVIDER:**
•

1) ADMINISTRATIVE ACCOUNT SET-UP:

- a) SERVICE PROVIDER will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the CLIENT.**
- b) SERVICE PROVIDER will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the CLIENT'S choice, and that all correspondence related to those payments are made available to the SERVICE PROVIDER either electronically or forwarded to the SERVICE PROVIDER'S address. SERVICE PROVIDER will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the CLIENT has changed to reflect the address of the SERVICE PROVIDER.**
- c) SERVICE PROVIDER will recommend an agreement(s) between the CLIENT and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.**
- d) SERVICE PROVIDER will recommend write-off policies and/or hardship policies for the CLIENT'S consideration. The CLIENT determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the SERVICE PROVIDER will maintain, if any. All write-off and hardship policies should be put in writing by the CLIENT and provided to the SERVICE PROVIDER prior to beginning work.**
- e) SERVICE PROVIDER will review the billing rates of the CLIENT and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. CLIENT will provide a complete listing of all procedures and rates prior to SERVICE PROVIDER beginning work.**
- f) SERVICE PROVIDER will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.**
- g) SERVICE PROVIDER will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all CLIENT payments received.**
- h) SERVICE PROVIDER will keep CLIENT fully informed regarding any rule, regulation or industry standard of practice that may affect the CLIENT'S revenues, documentation requirements or industry standards of practice.**

2) TECHNICAL ACCOUNT SET-UP:

- a) SERVICE PROVIDER will create a segregated database for the CLIENT within the SERVICE PROVIDER'S Imagetrend Rescue Bridge that will accept EMS and fire-related incident data for the CLIENT. SERVICE PROVIDER will meet with fire department officials**

to determine what information will be added to the database. All CLIENT EMS patient care data and fire-related data will be stored on the SERVICE PROVIDER'S Rescue Bridge. CLIENT will have continuous online access to the SERVICE PROVIDER'S Rescue Bridge.

b) Upon execution of this Agreement, SERVICE PROVIDER will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the CLIENT upon receipt. CLIENT is responsible for loading all software on CLIENT computers. SERVICE PROVIDER can advise CLIENT on setup procedures, as needed. CLIENT'S Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) SERVICE PROVIDER will meet with fire department officials to determine the design of the Imagetrend Field Bridge template(s) that will be used for patient care data entry.

d) SERVICE PROVIDER will meet with fire department officials to determine the CLIENT'S setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) SERVICE PROVIDER will conduct training on the ImageTrend Field Bridge software to all EMTs on all shifts. Typically a single round of training will cover three shifts over a period of three days. SERVICE PROVIDER will repeat training as often as CLIENT requires prior to live utilization of the software in the field. On-going training is also provided by the SERVICE PROVIDER as needed by the CLIENT without cost to the CLIENT

f) SERVICE PROVIDER will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the CLIENT.

g) SERVICE PROVIDER will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) CLIENT is responsible for completing each patient care report to the specifications established by the CLIENT and SERVICE PROVIDER.

b) CLIENT will electronically upload patient care reports from the ImageTrend Field Bridge software to the SERVICE PROVIDER'S ImageTrend Rescue Bridge. SERVICE PROVIDER will initiate the billing of those incidents from the data uploaded by the CLIENT within five (5) business days.

c) SERVICE PROVIDER will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the SERVICE PROVIDER'S ImageTrend Rescue Bridge. For all

other methods of creating or storing patient care reports, the CLIENT is responsible for submitting patient care reports to WARDS.

d) SERVICE PROVIDER will utilize all information provided by the CLIENT to create a demographic and insurance profile for each incident to be billed. CLIENT is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. SERVICE PROVIDER will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to CLIENT.

e) SERVICE PROVIDER will utilize various online tools to verify demographic and insurance information prior to billing a claim. SERVICE PROVIDER makes every effort to confirm this data prior to billing.

f) CLIENT will approve all external documents used by the SERVICE PROVIDER to perform the CLIENT'S billing prior to the start of the Agreement.

g) For patients insured by Medicare, SERVICE PROVIDER will confirm coverage via Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the CLIENT'S bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, SERVICE PROVIDER will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the SERVICE PROVIDER. SERVICE PROVIDER will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, SERVICE PROVIDER will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. SERVICE PROVIDER will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the SERVICE PROVIDER. SERVICE PROVIDER will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, SERVICE PROVIDER will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the SERVICE PROVIDER directly or paying online via the SERVICE PROVIDER'S website. Patients can also electronically submit insurance information using the SERVICE PROVIDER'S website.

j) In the event of partial payment or denial of payment, the SERVICE PROVIDER will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by

the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. SERVICE PROVIDER will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the SERVICE PROVIDER agrees to forward that account to the external collection agency. SERVICE PROVIDER or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the CLIENT.

k) SERVICE PROVIDER will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the CLIENT'S patient care records. SERVICE PROVIDER will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. SERVICE PROVIDER follows all applicable HIPAA laws regarding the release of private health information.

l) SERVICE PROVIDER will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and *account* aging information and such other reports as are customarily available or as are requested by the CLIENT. Reports are provided electronically in Excel or PDF format, or can be mailed to the CLIENT monthly.

m) SERVICE PROVIDER will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) SERVICE PROVIDER will provide continuous online access to the CLIENT for the purpose of accessing reports via the SERVICE PROVIDER'S Crystal Reports server. SERVICE PROVIDER will be responsible for training the CLIENT on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

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ADDENDUM A

BY AND BETWEEN

**CITY OF SHEBOYGAN
828 CENTER AVENUE
2ND FLOOR
SHEBOYGAN, WI 53081
A Wisconsin Municipality**

And

**EMS MEDIAL BILLING ASSOCIATES, LLC
9401 W. BROWN DEER ROAD, SUITE 101
MILWAUKEE, WI 53224
A Wisconsin Limited Liability Company**

Extension of EMS Billing Agreement

The current billing agreement between The City of Sheboygan, herein after referred to as the "CLIENT," and EMS Medical Billing Associates, LLC, herein after referred to as the "SERVICE PROVIDER," expires on 10/11/2013. Per the agreement, the contract can be extended for an additional two year period pending approval by all parties. SERVICE PROVIDER is required to provide a written agreement for consideration of the CLIENT. This addendum serves that purpose.

Once officially executed by both parties, the current EMS billing agreement between the CLIENT and the SERVICE PROVIDER will be extended until 10/11/2015, with no change to any terms of the original agreement whatsoever.

CLIENT

DATE

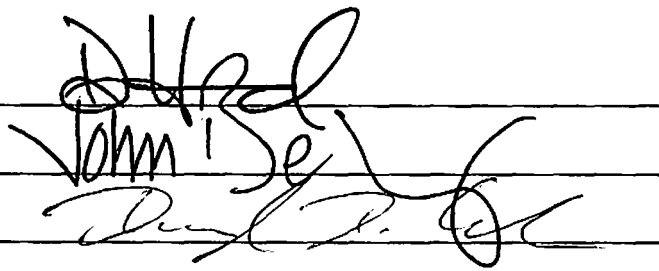
SERVICE PROVIDER

DATE

R. C. No. 102 - 13 - 14. By FINANCE. July 15, 2013.

Your Committee to whom was referred Res. No. 29-13-14 by Alderperson Hammond authorizing extending the contract with EMS Medical Billing Associates, LLC of Milwaukee for providing Emergency Medical Services billing and collection services for an additional two year period by Letter of Agreement to that effect; recommends that the Resolution be passed.

refer to
C.O.W.
Ayes: 8
Nays: Hammond, Carlson, Donaldson,
Hammond, Leonard - 6



_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

5.4

Res. No. 29 - 13 - 14. By Alderperson Hammond. July 1, 2013.

A RESOLUTION authorizing extending the contract with EMS Medical Billing Associates LLC of Milwaukee for providing Emergency Medical Services billing and collection services for an additional two years period by Letter of Agreement to that effect.

WHEREAS: The City of Sheboygan has utilized EMS Medical Billing Associates LLC of Milwaukee for three years;

WHEREAS: The original contract with EMS Medical Billing Associates LLC provided for an extension of the contract with the same terms and conditions;

RESOLVED: That the City is hereby authorized to extend the contact with EMS Medical Billing Associates LLC until October 11, 2015. The cost of these services is based upon a specific percentage of all funds collected and there is no cost to the City assessed unless revenue is collected.

*Finance
approve*



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2013.

Dated _____ 2013. _____, City Clerk

Approved _____ 2013. _____, Mayor