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PUBLIC NOTICE OF A COMMITTEE MEETING OF THE CITY OF WATERLOO COMMON COUNCIL

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE
DATE: October 19, 2023
TIME: 5:30 p.m.
LOCATION: Municipal Building Council Chamber, 136 N. Monroe Street

- 1) CALL TO ORDER AND ROLL CALL
- 2) APPROVAL OF MEETING MINUTES: September 21, 2023
- 3) PUBLIC COMMENT (3 Minute Time Limit)
- 4) OLD BUSINESS
 - a) Police Union Contract [NOTE: The Finance Committee may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.]
 - b) 2024 Budget Deliberations- Review and Action [NOTE: The Finance Committee may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.]
 - (1) CDA
 - (2) Parks
 - (3) Fire
 - (4) Police
- 5) NEW BUSINESS
 - a) September 2023 Financial Statements: Payroll\$91,609.73, General Disbursements \$172,836.61 and Clerk/Treasurer's Reports[\[see on municipal website\]](#)
 - b) EMS Billing Contract with EMS Management and Consultants
 - c) New Fire Dept. Hire
- 6) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 7) ADJOURNMENT

Jeanne Ritter
Clerk/ Deputy Treasurer

Committee Members: Thomas, Weihert and Kuhl

Posted, Emailed & Distributed: 10/12/2023.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noted. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

**Agreement between the
City of Waterloo
and the**



**Waterloo Professional Police Association/
Wisconsin Professional Police Association
Law Enforcement Relations Division**

~~2021 – 2023~~

2024 – 2026

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AGREEMENT

This Agreement, made and entered into by and between the City of Waterloo, a municipal corporation, hereinafter referred to as the “City”, and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, hereinafter referred to as the “Union” for and on behalf of the members of the Waterloo Professional Police Association.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for all non-supervisory, regular full-time law enforcement employees with the power of arrest, excluding appointed and elected officials, the Chief, clerical, secretarial, special, temporary, seasonal, supervisory, managerial, and confidential employees.

ARTICLE II REPRESENTATION

Either Party may select for itself a negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of the Wisconsin laws. The parties shall advise each other of the name or names of their negotiators upon commencement of the negotiations. This is not intended to prohibit the adding of additional negotiators at any point during the course of negotiations.

ARTICLE III - COOPERATION

~~Either party may select for itself a negotiator or negotiators for the purpose of carrying on conferences and negotiations under the provisions of the Wisconsin laws. The parties shall advise each other of the name or names of their negotiators upon commencement of the negotiations. This is not intended to prohibit the adding of additional negotiators at any point during the course of negotiations.~~

Employees affected by this agreement will individually and collectively perform their work and fulfill their duties in a loyal, safe, prompt and efficient manner, and they will use their influence and best effort at all times to protect the property of the City and to protect and promote the City's best interests.

ARTICLE IV – PURPOSE AND NON-DISCRIMINATION

Both parties to the agreement are desirous of teaching an amicable understanding with the respect to the Employer-Employee relationship which exist between them and to enter into an agreement covering rates of pay, hours of work, and conditions of employment.

Neither the city nor the Union nor any of its members will interfere with, restrain, coerce or discriminate against any employee by reason of the employee's race, color, creed, sex, age,

employee's membership or non-membership in the Union, nor because the employee exercises any right under the Wisconsin Employment Peace Act.

ARTICLE V – MANAGEMENT RIGHTS

Section 5.01 – Management Rights

The union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the City has not specifically and expressly abridged, delegated or modified by other provisions of this agreement, are retained exclusively by the City. Such powers and authority, in general, include, but are not limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees ~~the employees~~ of the City, to make assignment of jobs, to determine the size and composition of the work force and each employee, and to determine the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees.
- C. To determine the method and means by which the operations of the City are to be conducted.
- D. To utilize part-time employees in a manner consistent with the past practices of the City.
- E. To hire and promote employees, to transfer employees within the department, and to make promotions to supervisory positions in the manner most advantageous to the City.
- F. To lay off employees.
- G. To discipline, suspend, demote, and discharge employees.
- H. To establish or alter the number of shifts, hours of work, work schedules, methods, and processes within guidelines of Article XIII.
- I. To schedule overtime work in a manner consistent with the past practices of the City.
- J. To Create new positions or department, to introduce new or improved operations or work practices, to terminate or modify existing positions, department, operations or work practices, to consolidate existing positions, department or operations, and to contract with others to provide service.
- K. To make and alter the rules and regulations for the conduct of its business and of its employees within the guidelines of Article VII.
- L. To take required action necessary to carry out the functions of the City in situations of emergency.

Section 5.02 Limitations

The City's exercise of the foregoing functions shall be limited only by the express provisions of this agreement. The City has all the rights which it had at common law, except those expressly bargained away in this agreement, and except as limited by statute.

ARTICLE VI – NO STRIKE OR SLOWDOWN

Section 6.01 – No Strikes

The Union agrees individually and collectively not to strike, slowdown, engage in a mass sick call, or in any other manner impede the full working efficiency of the City's Police Department.

Section 6.02 - Union Responsibility

The union shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 6.01 above. Upon Written notification by the City to the Union that its members are engaged in acts prohibited in Section 6.01 above, the Union shall immediately order such members to return to work immediately.

Section 6.03 Discipline & Discharge

Participation by employees in the action prohibited by Section 6.01 above shall be the basis for discipline, including discharge.

ARTICLE VII UNION MEMBERSHIP

The Union, as the exclusive representative of all the employees in the bargaining unit, shall represent all such employees equally and fairly. No employee in the bargaining unit shall be required to join the union, but membership in the Union shall be made available to bargaining unit employees who apply, consistent with the Constitution and By-Laws of the Union. No employee shall be denied Union membership on the basis of race, color, creed, sex, age, handicap, marital status, sexual orientation, national origin, or ancestry.

The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association and with the understanding that the deduction will cease as reasonably and practical after receipt of written notice of revocation.

ARTICLE VIII – RULES AND REGULATIONS

Section 8.01 Existing Rules and Regulations

The members of the bargaining unit will abide by the rules, regulations, policies and procedures as are established and approved and in existence at the time that this agreement is executed.

Section 8.02 Prior Notice of Changes

The City agrees to give the Union prior notice of any proposed rule, regulation, policy of procedure change. The Union shall have the right to discuss such change with the City prior to the implementation of any such change.

ARTICLE IX - PROBATION

A probationary period of twelve (12) months shall be served by each new employee. This probationary period may be extended for an additional period of up to six (6) months at the discretion of the City for performance related reasons only, which shall be explained to the employee and his/her representative. During the probationary period, discipline, suspension or discharge will not be subject to the grievance and arbitration procedure. Employees promoted to a higher classification shall serve a six (6) month trial period. A promoted employee can be returned to the employees' previous classification within the trial period.

ARTICLE X – SENIORITY

Section 10.01 definition

Seniority is established by the total years of continuous service as a sworn officer, calculated to begin with the first date for which compensation was paid to the officer. An approved leave of absence shall not constitute a break in seniority. A new employee shall not obtain any seniority rights until the employee has completed the probationary period.

Section 10.02 Termination of Seniority

Seniority and employment relationship shall be broken and terminated when:

- A. An employee quits.
- B. An employee is discharged.
- C. A laid off employee is given at least three (3) days notice of recall, mailed to his/her last known address, by registered mail or certified mail, and does not report for work at the time notified to return to work.
- D. An employee is absent from work three (3) consecutive workdays without notifying the City of the reason for the absence, in which case the employee shall be considered having resigned.
- E. An employee performs no work for the City for a period of twelve (12) months or the length of his/her seniority, whichever is less, unless otherwise agreed between the City and the Union.
- F. An employee fails to return to work upon expiration of a leave of absence.

Section 10.03 layoff and Recall

In laying off employees, those employees who are seasonal, casual, temporary, or part time shall be laid off first. Then those employees with the least seniority shall be laid off in reverse seniority, last hired, first laid off. In recalling employees after layoff, employees shall be called back in reverse order of layoff, last laid off, first called back.

Section 10.04 Later Hire Seniority

A lateral hire's seniority shall be as defined according to Section 10.01 upon where continuous service as a sworn officer refers to their service at the Waterloo Police Department.

ARTICLE XI – GRIEVANCE AND ARBITRATION

Section 11.01 Definition of Grievance

A grievance is defined to be a controversy between any employee, other than a probationary employee, and the City as to any issue, whether factual or legal, involving rights and liabilities under this agreement, which is not otherwise excluded from the grievance and arbitration procedure. Only matters involving interpretation, application or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth herein.

Section 11.03 Grievance Procedure

Any employee may process a grievance, and, if necessary, arbitration, and shall have the right to representation by the Union in conference with the City as follows:

Step One: the employee shall take up the grievance orally with the employee's immediate supervisor within ten (10) days of knowledge of the occurrence of the event causing the grievance. The supervisor shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer within ten (10) days.

Step Two: Grievances shall be considered settled in Step One unless, within ten (10) days after the supervisor's answer is due, the grievance is reduced to writing and presented to the Joint Grievance Committee. This committee shall consist of the City Personnel Committee and three (3) Association representatives. Should the Committee fail to settle the grievance within ten (10) days after the receipt of the written grievance, the matter should be referred to arbitration.

Step Three: The grievance shall be considered settled in Step Two above unless, within ten (10) days after the last response is received or due, the dissatisfied party shall notify in writing to the other party that the dispute is being submitted to an impartial arbitrator.

Time limits in the foregoing steps in the grievance procedure may be modified by mutual consent.

Section 11.04 Arbitration Procedure

- A. The impartial arbitrator shall, if possible, be mutually agreed upon by the parties. If agreement on the arbitrator is not reached within ten (10) day after the date of the notice of arbitration or if the parties do not agree upon the method of selection, the Wisconsin Employment Relations Commission shall be requested to submit a panel of

five (5) arbitrators or three (3) when five are not available. The parties shall alternately strike names until one remains. The party requesting arbitration shall be first to strike a name.

- B. The arbitrator shall neither add to, nor detract from, nor modify the language of this agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The Arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted. All expenses which may be involved in the arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or any other similar expenses associated with such proceeding, shall be borne by the party at whose request such witness or witnesses are required.
- C. The arbitrator so selected shall hold a hearing at the City of Waterloo, at a time and place convenient to the parties at the earliest possible date following notification of selection. The arbitrator shall take such evidence as in his/her judgement is appropriate for the disposition of the dispute.
- D. The cost of a court reporter and/or transcript, if any, shall be shared equally by the parties. Unless mutually waived, a transcript of all arbitration proceedings shall be taken by a court reporter and the cost shall be shared equally by the parties.
- E. The Arbitrator shall render a decision within thirty (30) days of the close of the hearing or within thirty (30) days of receipt of the last briefs filed in connection with said hearing.

Section 11.05 Exclusive Remedy of Complaint

The grievance procedures set forth herein shall be the exclusive remedy for any complaint of any employee as to any matter involving the interpretation of application of this agreement.

ARTICLE XII - RESIDENCY

Effective upon ratification of the 2015-2017 Agreement, there is no residency requirement for members recognized under Article 1 of this agreement.

ARTICLE XIII – HOURS OF EMPLOYMENT

Section 13.01 Normal Workday and Week

The normal workday shall consist of an eight (8) hour shift. The normal work week shall average forty (40) hours per week based on a fifty-two week year.

Section 13.02 Normal Work Schedule

- A. The normal work schedule shall be six (6) workdays and two (2) days off, four consecutive time (6-2 four times), six (6) work days and three (3) days off (6-

3), and five (5) work days and three (3) days off (5-3), subject to section 13.02(B) below.

- B. When full staffing levels of the police department are reached, the City and the Association agree to meet and discuss the implementation of a work schedule change.

ARTICLE XIV - OVERTIME

Section 14.01 Definition

Employees shall be paid one and one half (1 ½) times their straight rate for all hours worked in excess of their regular scheduled work day or work week.

Section 14.02 Open Shifts – Posting

Open shifts may be first offered to available part-time employees. If no part-time employee fills the open shift and there is at least a 7 -day notice, the open shift shall be posted for a period of three (3) days, and assigned on a seniority basis. Should no employee volunteer to work this open shift, the assigned employee working before the open shift will be held over four hours and the assigned employee following the open shift will be ordered in early four hours, as long as the employee in question is not going into or coming from scheduled time off; e.g. vacation, holiday, or co-time etc. this does not include regular days off not attached to other scheduled time off.

If an employee from the shift before or following the open shift is not eligible to work the open shift due to the above mentioned facts, then the least senior employee eligible to work; e. g. not on scheduled time off mentioned above, will be ordered to cover that portion of the open shift. Open shifts that are not posted (less than 7-day notice) may be first offered to part-time employees. If the open shift has not been filled, then the open shift will be offered by seniority; e.g., to the most senior eligible employee first, in person, or phone call. Management is not required to wait for a response from a left voicemail before moving on to the next person in seniority. Sould no employee volunteer to work this open shift, the assigned employee working before the open shift will be held over four hours and the assigned employee following the open shift will be ordered in early four hours, as long as the employee in question is not going into or coming from scheduled time off; e.g., vacation, holiday, or comp-time etc. This does not include regular days off not attached to other scheduled time off.

Short notice of open shift of 8 hours or less, like a sick call, does not require the open shift to be offered to either part-time employees or b seniority. The assigned employee working before the open shift may be held over four hours and the assigned employee following the open shift may be ordered in early four hours as long as the employee in question is not going into or coming from scheduled time off; e.g., vacation holiday, or comp-time etc. this does not include regular days off not attached to other scheduled time off. The City reserves the right for the Chief or Lieutenant to fill any open shift meeting the definition of a short notice opening.

If an employee from the shift before or following the open shift is not eligible to work the open shift due to the above mentioned facts then the least senior employee eligible to work e.g., not on scheduled time off mentioned above, may be ordered to cover that portion of the open shift. At management's discretion, An open shift on a Holiday will be filled by the shift officer before and after the open shift. If the shift cannot be filled, the request for the Holiday off may be denied.

Section 14.03 On Call time

When the City places an employee "On Call", the employee shall be paid at one half (1/2) of their straight time rate for all the time required to be "On Call". On call is defined as receiving a call from the Chief of Police, his/her designee, or any on-duty officer assigned as in-charge, designating the off-duty officer as "on call".

Section 14.04 Call in Time

Employees called in to perform work not contiguous to their shift, in addition to their regular scheduled hours shall receive a minimum of two (2) hours of pay at the overtime rate. Employees called in shall attempt to respond in the earliest possible time frame when call in is for an emergency.

Section 14.05 Training / Departmental Meetings

Required hours outside an employee's scheduled shift spent in state mandated training shall be paid in compensatory time off at the time and one half (1 ½) rate. Voluntary training activities shall be compensated at the straight time rate. All overtime compensation must comply with the FLSA regulations.

An officer whose compensatory time bank has reached the maximum, as specified in Section 14.05, may extend that bank to comply with this section, up to a maximum of 120 hours. The officer must reduce the bank back to the maximum of 80 hours within ninety (90) days of exceeding the maximum.

Section 14.06 Compensatory Time Off

In lieu of receiving pay for training, educational activities, or overtime hours worked, employees may accumulate up to a maximum of eighty (80) hours in the compensatory bank. Employees who use compensatory time off may replenish the account up to a maximum of eighty (80) hours.

Employees must elect whether to receive cash compensation or compensatory time off for the overtime worked by the end of the pay period in which the overtime was worked. Priority for time off shall be in the following order: Vacations, Holidays, Compensatory time. Approval of the use of compensatory time off shall be mutually agreed upon by both the employee and the Chief or his designee. The compensatory bank will be paid out at the current contractual rate at the time of separation of employment. An officer may request payment of up to sixteen (16) hours of compensatory time off, per pay period, in lieu of compensatory time off. Only compensatory time off accrued during the current year may be paid in lieu of time off.

Section 14.07 Court Time

Employees required to go to court other than during their regular shift shall be guaranteed two (2) hours at time and one-half (1 ½). For court trips outside of Waterloo, Employees shall be allowed to use a squad car or shall be paid mileage as outline by the State of Wisconsin mileage reimbursement rate if a squad car is not available. An employee will be given a twenty-four (24) hour notice of cancellation by the court if not required to appear in court. If said twenty-four (24) hour notice of cancellation is not given, employee will be guaranteed two (2) hours of pay at straight time.

ARTICLE XV – WAGES

	1/1/2024 (7%)	1/1/2025 (3.5%)	8/1/2025 (1.5%)	1/1/2026 (3.5%)	8/1/2026 (1.0%)
Sergeant	\$33.15	\$34.31	\$34.82	\$36.04	\$36.40
Sergeant (probationary)	\$32.43	\$33.57	\$34.07	\$35.26	\$35.61
Officer 1	\$31.83	\$32.94	\$33.43	\$34.60	\$34.95
Officer 1 (13-24 months)	\$29.26	\$30.28	\$30.73	\$31.81	\$32.13
Officer 2 (0-12 months)	\$28.14	\$29.12	\$29.56	\$30.59	\$30.90

Officers shall receive an additional ~~twenty (20)~~ thirty (30) cents per hour for all hours worked between 3PM and 11PM; and ~~twenty-five (25)~~ thirty-five (35) cents per hour for all hours worked between 11PM and 7AM.

Officers shall receive an additional fifty (50) cents per hour for all hours worked as field training officer.

The City may offer a lateral hire wage above the lowest step on the wage scale set forth at Article XV of the CBA for the applicable year, not to exceed the lateral hire's prior years of full-time law enforcement experience or the existing wage schedule at Article XV of the CBA.

More specifically:

- (i) Lateral hires with one year of full-time law enforcement experience will skip the Officer 2 (0-12 months) step and be hired at the Officer 1 (13-24 months) pay rate.
- (ii) Lateral hires with two (2) years of full-time law enforcement experience will skip the Officer 2 (0-12 months) and Officer 1 (13-24 months) steps and be hired at the Officer 1 pay rate.
- (iii) Lateral hires with more than two (2) years of full-time law enforcement experience will be hired at the Officer 1 rate.

The aforesaid changes to the wage schedule shall apply prospectively to only those lateral hires hired on or after February 6th, 2023. There shall be no retroactive application or retroactive pay to lateral hires hired before February 6th, 2023.

ARTICLE XVI – LONGEVITY

Section 16.01 Paid Longevity

Longevity pay will be granted and paid annually in the first pay period of December to all full-time employees.

Section 16.02 Payment

Effective with employees hired prior to January 1, 2015:

0 – 5 Years: An additional five (5) cents per hour to a maximum of 2080 hours per year or \$104.00.

6 - 10 Years: An additional seven and one-half (7 .5) cents per hour to a maximum of 2080 hours per year of \$156.00.

11- ~~Retirement~~ 19 Years An additional ten (10) cents per hour to a maximum of 2080 hours per year or \$208.00.

20 – retirement: An additional 13.5 cents per hour, to a maximum of 2080 hours per year or \$280.00.

Effective with employees hired on or after January 1,2015:

5 - 10 Years: An additional five (5) cents per hour, to a maximum of 2080 hours per years (\$104.00).

11-15 years: An additional seven and one-half (7.5) cents per hour, to a maximum of 2080 hours per year (\$156.00).

15 - ~~Retirement~~ 19 Years: An additional ten (10) cents per hour, to a maximum of 2080 hours per year (\$208.00).

20 – Retirement: An additional 13.5 cents per hour, to a maximum of 2080 hours per year (\$280.00).

ARTICLE XVII – VACATOINS

Section 17.01 Allowance and Pay

- 1 year of employment = 6 days of vacation
- 2 years of employment = 10 days of vacation
- 3 years of employment = 11 days of vacation
- 4 years of employment = 12 days of vacation

- 5 years of employment = 13 days of vacation
- 6 years of employment = 14 days of vacation
- 7 years of employment = 15 days of vacation
- 8 years of employment = 16 days of vacation
- 9 years of employment = 17 days of vacation
- 10 years of employment = 18 days of vacation
- 11 years of employment = 19 days of vacation
- 12 years of employment = 20 days of vacation
- 20 years of employment = 25 days of vacation

Section 17.02 Vacation Use

Effective January 1, 2015 the vacation schedule will be based on a calendar year rather than anniversary date year.

It is intended that vacation time be used in the immediate following calendar year after which it was earned. If it is not possible to use vacation earned as stated, exceptions may be granted by the Chief of Police for carrying the unused vacation over to the immediate next calendar year. If carrying over of unused vacation time is denied for any reason, the remainder of unused vacation time shall be paid on a separate check along with the regular salary with the pay period that ends closest to the end of the calendar year. Any vacation days carried over must be used by March 1st.

Section 17.03 Calculation of Partial Vacation

Vacation time shall be determined on a calendar year basis. When employment terminates during the course of the calendar year, the amount of unused vacation earned in the previous calendar year shall be computed and paid upon termination. The amount of vacation that has been earned in the current calendar termination year shall be prorated according to the number of months of work that the employee has performed and paid upon termination.

Section 17.04 Continuous Service

In computing continuous service for vacation purposes, only continuous regular service, including sick leave, workers compensation and vacation may be counted. No vacation shall be earned during employee requested leaves of absence.

Section 17.05 Scheduling

The vacation schedule shall be approved by the Chief of Police taking into account the requests of the officers. Prior to November 15th of each year, the Police Chief shall post a single master vacation pick schedule for the following year. Employees will pick, in order from most senior to least, one block of days connecting an employee's regular days off. e.g., regular off days are Monday and Tuesday, employee takes vacation from Wednesday through next Monday connecting to regular off days Tuesday and Wednesday. Employee's first round is done. A second round will be made where individual days or block of days can be picked. Employees

may choose to not make any pick in any round, and float their available vacation days, or make a couple of picks in the second round then float the rest. Initial vacation picks are guaranteed. Time off requests submitted after this selection process shall be treated on a first come first serve basis. If two employees submit time off at the same time for the same date, the advantage falls to the most senior employee. Time off requests shall be approved or denied as soon as possible but not to exceed 30 days. The Chief of Police reserves the right not to allow officers off at particular times and shall provide unavailable dates prior to the start of the vacation pick process.

Section 17.06 Lateral Hires

On their date of hire, a lateral hire shall be advanced up to, but not more than, seven (7) years of employment, equal to fifteen (15) days of vacation under Section 17.01 of the CBA, according to the hire's prior years of full-time law enforcement experience.

By way of example, a lateral hire with three (3) years of prior full-time experience, shall be advanced eleven (11) days of vacation, according to Section 17.01. A lateral hire with ten (10) years of prior full-time experience shall be advanced fifteen (15) days of vacation under Section 17.01.

Thereafter, lateral hires will earn additional vacation according to the schedule set forth at Section 17.01. Again, by way of example, the lateral hire with three (3) years of experience upon hire would advance to the four (4) year step (12 days of vacation) after one year of continuous service with the City. The lateral hire with ten (10) years of experience upon hire would advance to the eight (8) year step (16 days of vacation) after one year of continuous service with the City.

Any vacation that is advanced to a lateral hire upon their date of hire that is used during the probationary period, as defined at Article IX of the CBA, shall extend the probationary period by one day for each day used.

Lateral hires hired on or after January 1, 2021, shall be grandfathered for this vacation benefit.

ARTICLE XVIII – HOLIDAYS

Section 18.01 Paid Holidays

The City shall pay full-time employees for the following holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

Section 18.02 Payment

Full-time employees shall receive eight (8) hours of holiday pay for each of the ten (10) holidays listed above. In addition, employees who work any of the listed holidays shall receive one and one-half (1 ½) time their regular hourly rate for all hours worked. Employees called in on a holiday shall be paid at two (2) times the regular hourly rate for all hours worked.

Section 18.03 Holiday time-Off

Full-time employees may seek, upon written request, at least seven (7) days in advance of the holiday, to take an alternate day off for each of the holidays earned, subject to the approval of

the Chief of Police who shall have sole discretion to grant or deny the request. If the request is granted, such specified day shall be taken off during the calendar year of which the holiday was earned. Exceptions to the timetable may be granted by the Chief of Police. An employee may submit a request for time off for either Christmas Eve or Christmas Day. An employee may submit a request for time off for either New Year's Eve or New Year's Day. These days will not be available during initial vacation picks. Exceptions may be granted by the Chief of Police Prior to the posting of the December schedule. e.g. An employee is approved for Christmas Eve off. The employee may request to have Christmas Day off if the Chief Approves.

ARTICLE XIX – RETIREMENT

Full-time employees shall be eligible for retirement benefits under the Wisconsin Retirement system upon the first day of employment as a full-time employee. The Employee will pay the full Employee share of the WRS and the employer will pay the remaining percent as defined by the WRS.

ARTICLE XX – INSURANCE

Section 20.01 Health Insurance

The City shall provide health insurance coverage for full-time employees, and shall pay eighty-eight percent (88%) of the average premium cost of the qualified Tier 1 Health plans within the County of Jefferson through the Wisconsin Department of Employee Trust Funds Group Health Insurance Plan as outlined as the Maximum Employer Share by the DETF. Each employee shall pay the remaining difference for the coverage selected as outlined as the Minimum Employee Share by DETF. The City shall provide a Section 125 Flexible /Spending Account Cafeteria Plan for health insurance costs, premium co-pays and co-insurance, and childcare.

Section 20.02 Life Insurance

The City shall provide the same Life Insurance coverage for full-time employees after six (6) months of full-time employment, excepting that if any newly hired employee is already currently enrolled in the Wisconsin Retirement System, such coverage shall commence upon the first day of employment as a full-time employee.

Section 20.02 Income Continuation Insurance

The City shall provide the same Income Continuation Insurance for full-time employees after six (6) months of full-time employment, excepting that if any newly hired employee is already currently enrolled int the Wisconsin Retirement System, such coverage shall commence upon the first day of employment as a full-time employee.

Section 20.03 Income continuation Insurance

The City shall provide the same Income Continuation Insurance for full-time employees after six (6) months of full-time employment, excepting that if any newly hired employee is already currently enrolled in the Wisconsin Retirement System, such coverage shall commence upon the first day of employment as a full-time employee.

ARTICLE XXI – UNIFORM ALLOWANCE

Section 21.01 Allowance

Effective January 1, 2018 ~~2024~~, the uniform allowance shall be ~~six hundred~~ Eight hundred fifty dollars (~~\$600.00~~ \$850.00) annually for full-time employees. The allowance must be used within the year and must be billed to City hall by December 31 of that year, except up to one hundred fifty dollars (\$150.00) of the annual uniform allowance may be carried over from year to year, to a maximum of six hundred dollars (\$600.00) for the sole purpose of buying expensive duty equipment (i.e.) ballistic vest, duty weapon, jackets , etc.). If an employee exceeds his/her allotment, arrangements must be made with the City Clerk/Treasurer's Office for payment within a limited period of time.

The City will purchase a new ballistic vest for new hires (if needed) and provide ~~\$250.00~~ upto \$600.00 towards purchase of a replacement vest for employees whose vest life has expired.

Section 21.02 Termination

Any regular employee terminated or terminating employment within a given calendar year shall have his/her clothing allowance prorated according to the actual months of service during the calendar year. Terminated or terminating probationary employees will be required to return all credit allowance uniforms furnished by the City.

Section 21.03 Bicycle Patrol

Officer assigned to bicycle patrol shall receive one hundred dollars (\$100.00) per year for purchases of clothing and equipment specific to bicycle patrol duties.

ARTICLE XXII – SICK LEAVE

Section 22.01 Accrual

Regular full-time employees shall be entitled to one (1) working day of sick leave with pay for each month or a major fraction thereof of actual service up to an accumulated total of one hundred thirty-five (135) working days. The sick leave time earned during the first six (6) calendar months of full-time employment shall be available to an employee after he/she has successfully completed the first ninety (90) days of employment. Such sick leave shall be granted for doctor appointments and in case of bona fide illness of the employee or the employees' immediate family (as defined in the Wisconsin Family and Medical Leave Act), as well as diagnostic treatment, dental procedures and optician's services when performed by a duly authorized licensed practitioner, and the necessary time to travel to and from the place of

treatment. Sick leave is calculated on an hourly basis. Accumulated sick leave may be used to acquire paid health insurance only upon retirement, if employed by the City fifteen (15) years or longer or other exceptions as granted by the City Council. In the event of the employee's death after such retirement, accumulated sick leave shall be paid out in cash at the employee's most current wage rate to the employee's estate, or at the direction of the estate, be used to continue spouse/dependent paid health insurance.

Section 22.02 Longer Illness

In the case of an illness extending beyond two (2) day duration, the employee shall furnish a certificate issued by a licensed practitioner or other satisfactory proof of illness upon the request of the Chief of Police.

Section 22.03 False Reporting

Any employee that falsely reports to his department head that he is ill for the purpose of using sick leave as an additional paid vacation, shall be subject to disciplinary action and shall forfeit five (5) days of accumulated sick leave for each day or fraction thereof falsely reported.

Section 22.04 Entitlement

No employee shall be entitled to sick leave while absent from duty for any of the following reasons or causes:

- A. Disability arising from any sickness or injury purposely self-imposed or inflicted or caused by any of his/her willful misconduct.
- B. Sickness or disability sustained while on leave of absence without pay.

Section 22.05 Notification

Employees shall be required to give prompt notification of their absence from work to their supervisor or department head. If the supervisor or department head cannot be reached, the City Clerk shall be notified before 9:00 a.m. on the first day of absence as is reasonably possible. Employees shall make reasonable efforts to keep the City informed as to the duration of the absence so that the employer can plan accordingly. Failure to comply with this provision for reasonable and prompt notification without just cause shall result in a forfeiture of sick leave benefits for the hours or days involved.

ARTICLE XIII – BEREAVEMENT LEAVE

Full-time employees shall be allowed three (3) days leave with pay for the funerals of a member of the employee's immediate family. Immediate family shall be defined as: spouse of the employee, parents, parents-in-law, stepparents, stepparents-in-law, grandparents of either employee or spouse, children, stepchildren, grandchildren, brothers, stepbrothers, sisters, stepsisters, brothers-in-law and sister-in-law, sons-in-law and daughters-in-law. In-laws shall be limited to the current marital status.

ARTICLE XXIV – JURY DUTY

Officers covered by this agreement who serve on a jury shall be paid by the employer the difference between the earnings for such jury duty and his/her regular earnings. Except that in the case of the officer who reports for daily jury duty but who is dismissed from serving on the jury on any regular scheduled workday, such employee shall return to their job to complete the regular scheduled workday. If the Jury duty is a regular day off or a vacation day, the officer shall be allowed to keep the jury fees.

ARTICLE XXV – WORKERS COMPENSATION

Employees who become entitled to and receive Worker's compensation Benefits under the appropriate sections of the Wisconsin Statutes as the result of an on-the-job illness or injury may continue to receive their full pay, in the following manner: Compensation shall be from the first day of illness or injury and shall not count as sick days. Employees receiving Worker's Compensation Benefits shall choose to receive the Worker's Compensation payment only, or deduct from the sick leave bank an equal amount to make a full paycheck. All benefits to the officer, I.E. – vacations, holiday, insurance benefits, sick leave, Wisconsin Retirement Fund, and Seniority) shall continue to accrue as per contract while on Worker's Compensation.

ARTICLE XXVI – NO OTHER AGREEMENT

The City agrees not to enter any agreement with any employee covered by this agreement which conflicts with the terms of this Agreement unless the City and Union otherwise agree to the contrary in writing. Any such agreement not otherwise agreed to by the parties shall be null and void.

ARTICLE XXVII – SEPARABILITY AND SAVINGS

Section 27.01 Invalidity

If an Article or Section of this Agreement or any Rider hereto should be held invalid by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or any Rider hereto, or the application of such Article or Section to the persons or circumstances other than as to which it has been held invalid or as to which compliance with or enforcement it has been restrained, shall not be affected thereby.

Section 27.02 Renegotiation and/or Arbitration

In the event that any Article or Section of this agreement is held invalid or enforcement of or compliance with it is restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon written request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. If the Article or

Section involved relates to a non-fiscal matter and the parties are unable to agree upon a replacement within thirty (30) days, it shall be submitted to arbitration in accordance with the provisions of Article XI, Section 11.04. Collective bargaining negotiations shall be the sole method of determining a replacement if the Article or Section involved has any fiscal consequences.

SECTION XXVIII – TERMS OF AGREEMENT

Section 28.01 Effective Date

This agreement shall become effective as of January 1, ~~2021~~2024, and remain in full force and effect up to, and including, December 31, ~~2023~~2026, unless amended, changed or terminated pursuant to Section 28.02 below. This Agreement may be extended by mutual agreement of the parties. In the event such notice is served, the parties shall operate temporarily under the complete terms and provisions of this contract until a new contract is entered into.

Section 28.02 Notice to Amend or Terminate

In the event either party desires to amend, change or terminate the Agreement, it shall give notice thereof at least sixty (60) days prior to the expiration date or any anniversary thereof. Upon giving such notice, the parties shall meet within ten (10) days in order to negotiate said amendments or changes unless otherwise mutually agreed.

SIGNATURE PAGE

For the City of Waterloo:

For the WPPA/Leer, Local 113

Mayor

WPPA/Leer

Waterloo Clerk Treasurer

Waterloo Local 113 President

Waterloo Local 113 Vice-President

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the WATERLOO FIRE DEPARTMENT, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.0% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2023 and shall thereafter continue through August 31, 2026 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Waterloo Fire Department
900 Industrial Lane
Waterloo, WI 53594

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Contracts@emsbilling.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act”

(Signature of Finance Officer)

(Print Name)

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2023, by and between Waterloo Fire Department, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. 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.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information 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 such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Waterloo Fire Department

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Waterloo Finance, Insurance & Personnel Committee -- Annual Calendar

revised: 08/21/2023

- ☐ **Meeting night: 3rd Thursday of month at 6:00 pm**
- ☐ **Monthly recurring: review of disbursements, payroll, and treasurer's reports**

JANUARY
<input type="checkbox"/> Review of Department Heads as needed
<input type="checkbox"/> Audit Prep
FEBRUARY
<input type="checkbox"/> Audit
MARCH
<input type="checkbox"/> Fee Schedule Review
APRIL
<input type="checkbox"/> § 53-12 Review of debt schedules & debt refunding opportunities.
<input type="checkbox"/> Audit Presentation third Thursday
MAY
<input type="checkbox"/> Addressing items raised in financial audit.
<input type="checkbox"/> Resolution for carryover after audit is complete
JUNE
<input type="checkbox"/> Mayor's Budget start date; build Council consensus for budget policy objectives; practice two-year budgeting.
<input type="checkbox"/> Tax Incremental Finance Districts, review.
<input type="checkbox"/> WPPA Contract multi-year contract, renewal (when applicable) 2024-26
JULY
<input type="checkbox"/> Addressing items raised in worker compensation audit.
<input type="checkbox"/> Review and recommend Current Year Budget Amendment #1 (Jan. – June)
AUGUST
<input type="checkbox"/> Budget deliberation.
SEPTEMBER
<input type="checkbox"/> § 53-14 Updating capital improvement plan.
<input type="checkbox"/> Budget deliberation.
OCTOBER
<input type="checkbox"/> Initial review of calendar year insurance renewal policies.
<input type="checkbox"/> Final Committee budget recommendation to full City Council.
NOVEMBER
<input type="checkbox"/> Final review of calendar year insurance renewal policies.
DECEMBER
<input type="checkbox"/> Review and recommend Current Budget Amendment #2 (July – Dec.)