

**AGREEMENT FOR SERVICES #067-S1211
AMENDMENT I**

Ambulance Billing Services

This Amendment I to that Agreement for Services #067-S1211 (aka Agreement for Services #134-096-P-E2011) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Wittman Enterprises, LLC, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 21 Blue Sky Court, Sacramento, CA 95828, and whose Agent for Service of Process is Walter Imboden, 21 Blue Sky Court, Sacramento, CA 95828 (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, Contractor has been engaged by County to provide ambulance billing services in accordance with Agreement for Services #067-S1211 dated November 15, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department has been reorganized and is now known as the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend Article IV – Term, Article V – Compensation for Services, and Article XVI – Notice to Parties; and

WHEREAS, the parties hereto have mutually agreed to add Article XXX – Confidentiality and Information Security Provisions, Article XXXI – Access to Records, Article XXXII – Change of Address, Article XXXIII – Nondiscrimination, Article XXIV – Taxes, Article XXXV – No Third Party Beneficiaries, and renumbering Article XXX – Entire Agreement to accommodate the insertion of the aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #067-S1211 shall be amended a first time as follows:

- 1) All references in the original agreement to the “County Health Services Department” or “HSD” shall be deemed to refer to Health and Human Services Agency.

- 2) Article IV shall be amended in its entirety to read as follows:

Article IV

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 to June 30, 2016 unless earlier terminated pursuant to the provisions under the Articles titled "Fiscal Considerations" and "Default, Termination and Cancellation" herein.

3) Article V shall be amended in its entirety to read as follows:

Article V

Compensation for Services:

A. Collections by Contractor:

1. Contractor shall, no less than twice weekly, deposit funds collected from Clients into the County Treasury in an account designated by County.
2. Funds collected by Contractor for accounts that have been referred to Collections Agent, pursuant to Exhibit A, Paragraph 19 - Bad Debt Recovery, shall be deposited separately into the County account pursuant to Section A., 1. under the Article herein titled "Compensation for Services" and shall be reported to County as a separate line item on each monthly invoice. Collections Agent and County shall be notified of payment in writing and within forty-eight (48) hours of receipt of payment.

B. Invoices: Contractor shall submit monthly invoices as specified in the Article herein titled "Compensation for Services," Section F, no later than fifteen (15) days following the end of a service month except in those instances where Contractor obtains written approval from County Health and Human Services Agency Director or Director's designee granting an extension of the time to complete billing for services or expenses. The monthly invoice shall include reimbursement of refund payments issued to payers and a listing of refunds by patient account, the amount refunded, and reason for refund. For billing purposes, a "service month" shall be defined as a calendar month during which Contractor performs services in accordance with Exhibit "A," Scope of Services. Detailed backup including all components listed in the definition for "Accounts" under the Article herein titled "Definitions" shall accompany each invoice.

C. Payment: For services performed herein, County agrees to pay Contractor monthly at the rates listed the Article herein titled "Compensation for Services," Section D. for ambulance billings received and deposited into the County Treasury pursuant to the Article herein titled "Compensation for Services," Section A., 1. A payment will be processed within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor shall receive no reimbursement for collections received subsequent to referral to Collections Agent as further described in Article herein titled "Compensation for Services," Section A., 2.

D. Rates shall be as defined in the table below:

Type of Prehospital Care Report	Rate
PCR	4.75%
ePCR	4.50%

1. Rates shall be paid on a per Agency basis, and shall remain at the PCR rate for any Agency submitting manual PCRs.

2. For those Agencies transitioning to electronic PCR (ePCR) submissions, upon satisfactory completion of the thirty (30) day live ePCR monitoring period defined in Exhibit "A," Paragraph 13.2.3, ePCR rates shall apply effective the first day of the month following the service month in which this live ePCR monitoring is successfully completed.
 3. In the event Contractor is requested to return to the ePCR testing process pursuant to Exhibit A, Paragraph 13.2.5, PCR rates shall apply until the ePCR process is re-established and criteria for live data monitoring and implementation pursuant to Article herein titled "Rates," has been met.
- E. Monthly Reconciliation: A monthly reconciliation will be performed by County and provided to the Contractor that includes a summary of all deposits received, and refunds paid within the month being reconciled.
- F. Invoices / Remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled "Notice to Parties."

Mail invoices to:	Mail remittance to:
Health and Human Services Agency Attn: Health Services Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Wittman Enterprises, LLC PO Box 269110 Sacramento, CA 95826 Attn: Walter Imboden

4) Article XVI shall be amended in its entirety to read as follows:

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
 HEALTH AND HUMAN SERVICES AGENCY
 3057 BRIW ROAD, SUITE A
 PLACERVILLE, CA 95667
 ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
 PROCUREMENT AND CONTRACTS DIVISION
 360 FAIR LANE, LOWER LEVEL
 PLACERVILLE, CA 95667
 ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

WITTMAN ENTERPRISES, LLC
11093 SUN CENTER DRIVE
RANCHO CORDOVA, CA 95670
ATTN: CORINNE WITTMAN-WONG

Or to such other location as the Contractor directs.

5) Article XXX shall be added to read as follows:

ARTICLE XXX

Confidentiality and Information Security Provisions: Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations (“CFR”), Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (“PII”).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

1. Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
2. Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - a. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - b. Take all reasonable steps to destroy, or arrange for the destruction of all County or County-related records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

- B. Responsibilities of Contractor.
1. Contractor agrees to safeguards:
 - a. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - b. Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - c. Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
 2. Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - a. Network based firewall or personal firewall; and
 - b. Continuously updated anti-virus software; and
 - c. Patch-management process including installation of all operating system/software vendor security patches.
 3. Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
 4. Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's subcontractors and agents.
- C. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5565. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

6) Article XXXI shall be added to read as follows:

ARTICLE XXXI

Access to Records: Contractor shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. Contractor further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall

maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three years after final payment or for any longer period required by law.

7) Article XXXII shall be added to read as follows:

ARTICLE XXXII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

8) Article XXXIII shall be added to read as follows:

ARTICLE XXXIII

Nondiscrimination: During the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provision of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion, or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition, (including cancer, human immunodeficiency ["HIV"] and acquired deficiency syndrome ["AIDS"], age ["over 40"], marital status, or use of the Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

9) Article XXXIV shall be added to read as follows:

ARTICLE XXXIV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

10) Article XXXV shall be added to read as follows:

ARTICLE XXXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

11) Article XXX shall be renumbered as follows:

ARTICLE XXXVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement #067-S1211 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard W. Todd Dated: 3-19-2014
Richard Todd
Emergency Medical Services Agency Administrator
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 3/31/14
Don Ashton, M.P.A.
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #067-S1211 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrising
Clerk of the Board of Supervisors

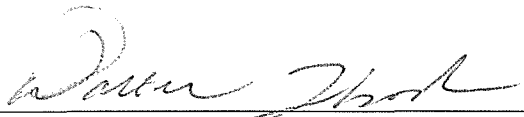
By: _____

Deputy Clerk

Dated: _____

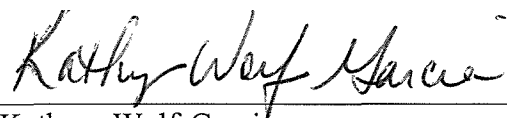
- - CONTRACTOR - -

WITTMAN ENTERPRISES, LLC

By: 

Walter Imboden
President
"Contractor"

Dated: 3/27/14

By: 

Kathryn Wolf-Garcia
Secretary
"Contractor"

Dated: 3/27/14

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