Wittman Enterprises, LLC

Ambulance Billing and Collection Services

AGREEMENT FOR SERVICES #9842

THIS AGREEMENT, 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 2540 Empire Drive, Suite 100, Winston-Salem, North Carolina 27103 and whose local address is 11093 Sun Center Drive, Rancho Cordova, California 95670 (hereinafter referred to as "Contractor").

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Emergency Medical Services Agency in providing ambulance billing and collection services;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on April 7, 2025, Contractor was formally awarded competitive Request for Proposals (RFP) #24-0121 for the provision of ambulance billing services;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I
Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked “Scope of Work,” incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the ambulance billing and collection services required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor's receipt of the fully executed Agreement shall serve as Contractor's authorization to begin and perform the services listed herein. No payment will be made for any work performed prior to the execution of this Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of this Agreement unless County and Contractor mutually agree to amend this Agreement prior to the performance of such services.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Deliverables shall be submitted via electronic file and Contractor shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Contractor unless specifically described as a task or item of work to be provided by County.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties and shall cover the period of January 1, 2026, through December 31, 2030.

ARTICLE III
Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

Collections by Contractor: Contractor shall ensure funds collected from patients or patient payors are submitted directly to County. Contractor shall, no less than twice weekly, deposit funds via remote deposit or courier deposit through County's bank into the County's Treasury in the single account designated by County for all deposits.

Invoices: For billing purposes, a "service month" shall be defined as a calendar month during which Contractor performs services in accordance with this Agreement.

Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a service month except in those instances where Contractor obtains written approval from the County's Contract Administrator or designee granting an extension of the time to complete billing for services. The monthly invoice shall include detailed back up for each account processed during that month. The invoice shall also include a listing of refunds by patient account, the amount refunded, and reason for the refund.

In the event County disputes any part of the invoiced amounts, such dispute shall be raised in writing to Contractor within thirty (30) days of receipt of invoice. Contractor shall respond to any such notice of dispute within thirty (30) days of receipt thereof.

Rates: Contractor shall provide the billing rates as a stated fee. Ambulance Billing Services for accounts received January 1, 2026, or later, shall be billed at 3.49 % of funds received less refunds and payments deposited for accounts that have been referred to County's Collection Agent. For those accounts deemed to be uncollectible and transferred to County for collections, no fee shall be billed to County by Contractor.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be emailed to County at the following address:

Serena.Lemmons@edcgov.us
and
ELDoradoEMS@edcgov.us

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Emergency Medical Services Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein.

Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII
Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, and to meet the requirements listed in Exhibit A, Contractor shall maintain, for a period of at least ten (10) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII
Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

a. The alleged default and the applicable Agreement provision, and

b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.

b. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

c. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

b. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.

c. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.

d. A violation of ARTICLE XX, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV

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 in duplicate and addressed as follows:

To County:

County of El Dorado
Emergency Medical Services Agency
2900 Fair Lane
Placerville, California 95667

Attn.: Sue Hennike
Assistant Chief Administrative Officer

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer, MPA, CPPO
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Wittman Enterprises, LLC
2540 Empire Drive, Suite #300
Winston-Salem, North Carolina 27103

Attn.: Corinne Wittman-Wong, Chief Executive Officer

or to such other location as Contractor directs.

ARTICLE XV
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 as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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.

ARTICLE XVI
Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

D. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII
Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX
Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX
Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

ARTICLE XXI
Nondiscrimination:

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII
California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, <u>or</u> County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding $1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

HIPPA Compliance:

As a condition of Contractor performing services for the County, Contractor's execution of this Agreement shall represent the Contractor's agreement to adhere to the terms and conditions specified in the County's Business Associate Agreement, which is attached hereto as Exhibit B, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof**.**

ARTICLE XXVII

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

A. Contractor shall immediately notify the County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.

C. At the direction of the County, Contractor shall discontinue the provision to the County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by the County.

D. If the use of previously undisclosed GenAI is approved by the County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Contract, at no additional cost to the County.

E. The County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. The County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

ARTICLE XXVIII
California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX
Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Sue Hennike, Assistant Chief Administrative Officer, Chief Administrative Office, or successor.

ARTICLE XXX
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII
Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII
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.

ARTICLE XXXIV
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV
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.

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

--COUNTY OF EL DORADO--

By: ______________________________ Dated: ____________________

Purchasing Agent
Chief Administrative Office
"County"

--WITTMAN ENTERPRISES, LLC--

By: George Abatjoglou
George Abatjoglou (Nov 7, 2025 14:11:11 EST) Dated: 11/07/2025

George Abatjoglou
President
"Contractor"

Wittman Enterprises, LLC

Exhibit A

Scope of Work

Contractor shall provide ambulance billing services to process and collect fees and issue refunds for services provided by County's contracted ambulance service operators and providers (Agency or Agencies). The Agencies currently under contract for ambulance services include California Tahoe Emergency Services Operations Authority (CALTahoe), North Tahoe Fire Protection District, and El Dorado County Emergency Services Authority.

The Agencies are responsible for the completion of electronic Prehospital Care Reports ("ePCR") which indicate the services provided. ePCR Processing standards and timelines shall be based upon applicable rules, regulations, and industry standards. County will make every effort to submit the ePCR to the Contractor within forty-eight (48) hours from time of Agency completion and review of the ePCR.

Contractor Responsibilities: Contractor agrees to furnish the personnel and equipment necessary to perform accurate and timely billing for ambulance services as outlined below.

All services provided pursuant to this Agreement shall also be subject to the terms and conditions of Exhibit B, marked "HIPAA Business Associate Agreement". To the extent there is any ambiguity between the provisions of this Agreement and Exhibit B, any ambiguity shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally, as set forth in Section 11 of Exhibit B.

1. **Distribution of Revenues to Appropriate Profit Center:** Contractor's billing system shall contain sufficient detail to categorize billings pursuant to multiple categories (Revenue Distribution Categories) as provided by County.

   a. County shall advise Contractor, in writing, of any changes to the Revenue Distribution Categories, at least fifteen (15) days prior to implementation.

   b. Contractor shall provide reporting with sufficient detail to track and report accounts from each Agency submitting ePCRs under this Agreement.

      i. An account will be created for each ambulance run. Account information includes at a minimum, the ambulance run number, the specific services performed, fees imposed for each service, date of service, Agency performing the service, applicable insurance providers, payments made and by whom, monetary adjustments, balance due, contact history, and any customer service representative notes.

   c. Charges will be determined on a per event basis and assigned to a specific Profit Center solely for accounting and tracking purposes.

d. Contractor shall provide the flexibility to maintain any prior Revenue Distribution structure concurrently with the current Revenue Distribution structure if required to do so by County.

2. **Ambulance Services Fees:** Contractor shall maintain a table-driven process for recording ambulance fees according to the Ambulance Fee Schedule provided by County. Contractor shall be able to concurrently process multiple fees based on multiple geographic areas, implementation dates and end dates.

   a. Contractor shall bill in accordance with the County's Ambulance Fee Schedule, which is posted on the County Emergency Medical Services Agency's webpage and shall be updated by notice from County on an as needed basis in accordance with Article XIV, Notice to Parties. In the event an updated Ambulance Service Fee Schedule is approved by the County Board of Supervisors, County will provide a copy of the updated fee schedule to Contractor within three (3) days of adoption, and Contractor shall make updates within thirty (30) days of receipt of updated fees.

3. **Billing System Parameters:** Contractor's billing system shall allow for a clear and traceable audit trail for initial contact verification, billing notification, and telephone contact by Contractor's staff. Further, the software shall automatically update each individual account detailing date, change, or billing function. All history and noted entries shall be "write protected" so no alterations can be made.

   a. Patient accounts shall be referenced by all components listed above in Article 1, "Distribution of Revenues to Appropriate Profit Center," Subsection b.i.

   b. County shall have twenty-four hours a day, seven days a week (24/7) access to a Contractor provided EMS/MC Portal (Portal) which allows access to billing data, reports, statistics, and patient records (e.g. claims, notes).

   c. The Portal shall allow County to access patient billing history, insurance providers, and shall allow County to access available documents received pertinent to the account.

   d. Contractor shall bill in accordance with any parameters or policies provided by County to Contractor. For example, County billing policy may require County approval of Medicare Modifiers (e.g. "GY Modifier") prior to application.

   e. All accounts received by Contractor with a service date of January 1, 2026, or later, will be processed through the Portal. All open accounts, with a service date prior to January 1, 2026, will be transferred to the Portal by June 30, 2026.

f. Contractor will maintain County's existing access to the Wittman client portal for all accounts not transferred to the Portal. All current access and capabilities will remain active within the Wittman client portal, unless otherwise agreed upon by the County's Contract Administrator.

4. **Billing timetable:** Each payor (Insurance, Medicare, Medi-Cal, Private, etc.) shall be invoiced immediately, if possible, but in no event shall an invoice be generated any later than fifteen (15) days from receipt of ePCR. Collection efforts shall be made at least once every thirty (30) days. If attempts to collect from the patient result in no payments for a period of one hundred eighty (180) days, the account shall be referred to a collections agency as directed by the County, unless individual account circumstances preclude the meeting of any such deadline.

5. **Follow Up Procedures:**

   a. Contractor's first call to a patient account shall occur immediately after data entry of the incident into the system and automated and/or manual searches for previous accounts for the same patient have been completed.

   b. Contractor shall determine if the patient has insurance or any special circumstances that may make it difficult to pay the bill in a reasonable amount of time. This information shall be documented in Contractor's billing system.

   c. Contractor's follow up procedures used to elicit payment shall include a data file established for each patient from which information regarding the account, billing, and payment can be recorded and retrieved, and patient information can be updated.

6. **Medicare and Medi-Cal/Medicaid Process:** Medicare and Medi-Cal accounts shall be processed by staff trained specifically in Medicare and Medi-Cal billing. Staff shall be well versed in all aspects of Medicare and Medi-Cal billing, including applicable federal and state laws. Only those staff trained in Medicare and Med-Cal billing procedures and requirements shall process denials and appeals. Medicare and Medi-Cal/Medicaid claims, if denied, shall be appealed automatically, to ensure County receives maximum legal reimbursements. Secondary insurance or private balance billing shall occur immediately upon posting of Medicare and Medi-Cal/Medicaid programs. Additional follow-up shall occur as required based on the secondary source until full adjudication is resolved. All secondary billings shall occur pursuant to State and Federal law and regulation, including AB716.

   a. <u>Contractual Allowance:</u> If payment for services is approved by a government sponsored program or regulatory agency, and County is legally and/or contractually prohibited from collecting an amount greater than the amount authorized by such program or agency, Contractor shall adjust the amount of any account based upon the maximum amount authorized by such program or agency. This adjustment shall be, hereinafter, referred to as a "Contractual

Allowance." Contractor shall immediately cease all collection efforts underway to collect an amount greater than the adjusted amount. The settled amount shall be exclusive of the patient's "share of cost" or co-pay amount, which is not subject to adjustment and shall be reported to County. Contractual allowances shall be made when the payment is received, for all accounts in the Portal, or when the primary payer is changed, for accounts that have not been entered into the Portal.

b. Medicare Secondary Payer (MSP) Act: Contractor shall maintain compliance with the Medicare Secondary Payer (MSP) Act (Title 42 US Code Section 1395y (b)), (available at https://www.law.cornell.edu/uscode/text/42/1395y or subsequent replacement site), which ensures that Medicare does not pay for services and items where other health insurance or coverage has primary responsibility for payment. The MSP provisions apply to situations when Medicare is not the patient's primary insurance.

c. Government Insurance Programs: Contractor shall maintain a high level of proficiency in government payor regulation compliance. Contractor shall maintain complete compliance with all government payors. Contractor's Medicare and Medi-Cal compliance program shall be updated on a regular basis to comply with current law and regulations. Contractor shall ensure compliance with State laws and local ordinances by continually educating itself as to any differences that may apply.

d. Electronic Billing: Contractor shall electronically bill both Medicare and Medi-Cal/Medicaid.

   i. When Contractor receives ePCRs indicating Medicare or Medi-Cal/Medicaid coverage, Contractor shall verify this information through electronic verification systems to ensure accurate initial billing.

   ii. Medicare and Medi-Cal/Medicaid claims shall be transmitted via batches weekly in accordance with the current Medicare/Med-Cal format and requirements.

7. **AB 716: Balance Billing:** Contractor shall comply with Assembly Bill No. (AB) 716 (2023). Prior to applying adjustments to uninsured or self-pay patient accounts pursuant to AB 716, Contractor shall exhaust all attempts to contact patient or identify insurance or other payors and provide County an opportunity to review.

8. **Revalidation:** Contractor is responsible for timely submission of the required Medicare revalidation documents to Centers for Medicare & Medicaid Services (CMS). Contractor is responsible for timely submission of Nevada Medicaid enrollment.

9. **Treatment Authorization Request (TAR):** Certain procedures and services are subject to authorization by Medi-Cal before reimbursement can be approved. Authorization requests are made with a TAR. Authorization requirements are

applied to specific procedures and services according to state and federal law. Certain medical procedures and services require authorization from the Department of Health Care Services (DHCS) before reimbursement is approved. Contractor shall obtain all TAR authorizations prior to billing.

10. **Subpoenas:** Contractor shall forward all records requests and subpoenas to County to fulfill in accordance with all local, state, and federal laws, rules, and regulations.

11. **Payment Processing:** Customer Service Representatives (CSR) shall answer all calls live Monday through Friday 8:00 a.m. – 4:30 p.m. pacific time, to assist patients with insurance information and/or making payments. An after-hours message shall direct patients to the Patient Portal, where they can leave insurance information and other demographic information along with a request for a live person call-back the next business day. Contractor shall provide patients with internet based (Patient Portal) and telephone payment options. Each invoice, statement, and letter mailed to patients shall include a toll-free telephone number and website link for them to access, login, provide insurance information, make a payment or to inquire about their bill. The Patient Portal is to be available twenty-four hours a day, seven days a week (24/7). Patient inquiries shall be responded to within one (1) business day. Acceptable forms of payment shall include cash, check, and credit card payments for invoiced services. For credit card payments, a credit card portal shall also be available for patients. CSR shall be available via telephone Monday through Friday 8:00 a.m. – 4:30 p.m. pacific time, Voicemail messages are to be accepted twenty-four (24) hours per day.

    a. Contractor shall maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments, and refunds. Contractor shall accurately post all payments and adjustments to patient accounts within one (1) day of payment and respond to any and all inquiries, both written and verbal, from County, patient, or payor.

    b. Payments shall be posted to the proper account within three (3) days of noting the source of that payment unless the payment lacks sufficient information to identify the account. All charges applied to a patient's account shall be retained as a permanent record of that patient's medical history.

    c. If a payment is received with insufficient information to post to the proper account, Contractor shall request the required information from payor. Contractor shall maintain a current list of payments pending additional information from the payor, and such list shall be accessible by the County.

    d. Full payments posted that result in a zero balance will require no further action.

e. Partial payments shall be posted, and the balance transferred to the appropriate pay source. For example, a Medicare payment shall be posted with the appropriate adjustments and the patient's applicable responsibility transferred for billing to the secondary insurance or to the patient. Follow up shall be completed regardless of private or secondary insurance billing.

f. Contractor shall deposit to the County's designated account all gross proceeds collected on its behalf and no less than twice weekly.

g. Contractor may receive interest for delayed payments from insurance providers. The interest is self-imposed, based on the insurance provider's inability to timely pay the amounts owed on behalf of their policy holders. Contractor shall remit any interest received to County. The amount of interest shall be identified separately from the payment and posted as “Interest”; this will necessitate a designated corresponding adjustment code to clearly identify the interest payment for tracking. Contractor shall make every effort to determine the appropriate account associated with each payment. When Contractor is unable to identify an account, the payment shall be deposited in an unidentified payments account.

   i. Contractor shall provide County with a report detailing all unidentified payments.

   ii. Contractor shall notify the County of any payment which remains unidentified after sixty (60) calendar days.

12. **Refund/Overpayment (Recoupment) Processing:** Contractor shall not issue refunds without authorization from County. Contractor shall be responsible for:

a. Determining the Payee(s).

b. Processing all refunds to secondary payees resulting from an overpayment.

c. Providing the County with information regarding refunds, including at a minimum: Explanation of Benefits (EOBs), correspondence, reason for refund and amount to be refunded.

d. Refunding Medicare within sixty (60) days of receipt of the duplicate payment, pursuant to 42 CFR 489.20, when Contractor determines that Medicare is the secondary payor and has previously paid a claim.

e. Collecting and disseminating to County all necessary documentation regarding overpayments:

   i. Contractor shall establish and maintain a trust account for the payment of refunds resulting from an overpayment. The trust account shall be established and maintained in accordance with Government Code 31000.8. Funds in the trust shall not exceed the Board of Supervisors approved maximum (as evidenced by a Board Minute Order) at any one time. The amount shall be a sum sufficient to provide for the refund of overpayments for a thirty (30) day period. The trust fund shall be maintained as follows:

1. County will maintain the trust fund at fifty thousand dollars ($50,000).

2. County will fund the trust fund no less than quarterly provided the request is a minimum of five thousand dollars ($5,000.00).

ii. Contractor shall notify County when the trust account needs to be replenished and the amount necessary to be deposited. Contractor shall provide County with a check register or other agreed upon form of documentation, which includes all disbursements made by Contractor, and a monthly reconciliation of the trust account and shall make other reports on the status of the trust account and disbursements therefrom as may be required by County in addition to the foregoing check register. The trust account shall not be used for any payments to the Contractor.

iii. Recoupment documentation shall be applied to corresponding account in which recoupment was made.

13. **Bad Debt Recovery:** Contractor shall refer to current County Board of Supervisor's Policy B-4 for appropriate timeframes for referral of accounts for bad debt recovery.

a. Upon determination that Contractor's billing efforts are exhausted, and within the timeframes agreed upon by both parties, Contractor shall at least monthly account for remaining balances and submit said report to the persons agreed upon by both parties.

b. The monthly report of accounts to be transferred to County's Collection Agent shall be in a format agreed upon by both parties and list the patient's name, date of service, amount referred, run number, incident number, and date referred. Said report shall be based upon the following:

i. Small Balances: The County shall indicate a Small Balance threshold in writing to the Contractor, based on County policy, current law, and the acceptance threshold of the County's current collections agency for new accounts. A balance less than the Small Balance threshold shall be considered uncollectible as the amount owed is too small to justify the need for collection.

1. Contractor shall, monthly, advise County of all small balance accounts via the applicable small balance or uncollectible report.

2. Upon County approval of the report Contractor shall transfer the accounts and balances to County for annual presentation to the Board of Supervisors for discharge from further accountability to collect the debts.

ii. Large Balances: Accountability for all accounts deemed uncollectible with balances greater than the Small Balance threshold, shall be transferred to County's Collections Agent as designated by County in writing. Contractor shall provide account information electronically to County's Collections Agent via mutually acceptable format and transfer protocol.

1. Contractor and County's Collection Agent shall mutually agree to a reconciliation process sufficient to ensure that all accounts and balances transferred have been received by County's Collections Agent, and appropriately documented in County's Collections Agent's accounting system.

2. Upon completion of the transfer and reconciliation in accordance with this Agreement, accountability for collection of those accounts shall be transferred to County's Collections Agent.

3. Contractor shall submit a monthly report of accounts transferred to the County's Collection Agent to the persons agreed upon by both parties in the format requested by County listing the patient’s name, date of service, amount referred, date referred, run number, incident number, and any applicable payment plans and payments made.

iii. Uncollectible Accounts: For those accounts determined to be uncollectible, Contractor shall transfer accountability for collection to County or subsequent agent designated by County via the applicable small balance or uncollectible report. No fee shall be billed by Contractor to County for these uncollectible accounts.

iv. Funds Collected After Collections Referral: Funds collected by Contractor for accounts that have been referred to County's Collections Agent, pursuant to the current County Board of Supervisor’s Policy B-4, shall be deposited separately into the designated County account and shall be reported to County as a separate line item on each monthly invoice. County’s Collections Agent and County shall be notified of payment in writing and within forty-eight (48) hours of receipt. No fee shall be billed by Contractor to County for accounts that have been sent to the County’s Collection Agent and returned to Contractor for billing purposes.

v. Authorization of Collections Referral: Prior to referral of any account to a collections agency, Contractor shall obtain County’s authorization, using a process to be determined by Contractor and County.

vi. Withholding of Transfers: Should County determine that there is a need to withhold the transfer of accounts to County's Collection Agent, County may provide written notice to Contractor requesting a temporary suspension of said transfer. Contractor and County shall mutually agree upon the revised date to transfer accounts and transfer of accounts shall resume in the agreed upon collections method.

14. **Re-Billing When Further Information Becomes Available:** Contractor shall re-bill any medical payor (e.g. Medicare, Medi-Cal, private insurance) at no additional charge to County, or the County's Collections Agent, when notified by County's Collections Agent that they have found corrected or additional information.

15. **Outstanding Accounts:** Contractor shall continue to work outstanding accounts upon termination or expiration of this Agreement, until such time as said accounts can be successfully transitioned to County or to another entity specified by County, in accordance with ARTICLE XIII, Default, Termination and Cancellation.

16. **Record Retention & Audits:** Contractor shall maintain patient records, books, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all costs, including any matching costs and expenses, all of which shall be deemed to constitute "records" for purposes of this Agreement. Such records shall clearly reflect the cost and scope of the services performed by County's contracted ambulance service Agencies.

Contractor's facility or office, or such part thereof as may be engaged in the performance of this Agreement, and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State or any of its duly authorized representatives, including the Comptroller General of the United States.

Contractor shall preserve and make available its records, in an agreeable/readable format, for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either (or both) of the following:

a. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: (a) be preserved and made available for a period of ten (10) years from the date of any resulting final settlement; or (b) at the sole option of County, immediately become the property of County and shall be delivered by Contractor to County in an electronic format as agreed upon by County.

b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

The ten (10) year period is in compliance with the recommendation of the American Ambulance Association.

17. **Monthly Reporting:** Submit reports to appropriate parties within ten (10) days of processing the final transactions for any given month.

a. Month-end correspondences include at a minimum:

Cash Receipt Reports that reconcile all deposits, receivables, billings, patient accounts, adjustments, dishonest checks, refunds, and other supporting documentation, as requested.

b. Reports should be easily accessible and include comprehensive and relevant information. Reports should be presented in a clear and straightforward manner.

c. Reports shall be available, at the County's request, in Adobe portable document format (PDF) and Microsoft Excel (Excel) formats.

d. Reports shall be made available on the portal, emailed, sent to the appropriate County-specified mailbox, or sent via U.S. Mail to a County-specified recipient.

18. **Ad Hoc Reporting:** Contractor shall make electronic reporting tools available to County using a software or internet-based reporting system. The reporting tools shall allow County to run custom reports on an ad hoc basis. Reports shall be available in both PDF and Excel, formats. Reportable data shall include at a minimum, account number, patient name and demographic information, primary complaint, pickup address, destination address, call disposition, profit center, charges applied (Base rates, mileage, and supplies), payments received, contractual write-downs applied, primary payor, and secondary payor.

a. Reporting shall allow County to identify any add-on or supplemental payments, such as the Public Provider Ground Emergency Medical Transport Intergovernmental Transfer (PP-GEMT-IGT) add-on payment.

19. **Training:** Contractor shall provide training as requested by County's Contract Administrator. Trainees may include County staff, Agency staff (including EMTs, paramedics, etc.), or County contractors. For Agency staff, training is to be offered not less than annually and can be completed either in person or via web format as agreed upon by both parties.

20. **Notice of Privacy Practices:** Contractor shall mail/provide Notice of Privacy Practices to transported patients. A list of the provided notices and the dates they were sent shall be documented in the patient portal.

Wittman Enterprises, LLC

Exhibit B

HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate ("BA") entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103; and

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

WHEREAS, "Individual" shall have the same meaning as the term" individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. <u>Definitions</u>. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. <u>Scope of Use and Disclosure by BA of County Disclosed PHI</u>

   A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.

   B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:

      (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.

      (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law.

      (3) disclose PHI as necessary for BA's operations only if:

         (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:

            (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,

            (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.

      (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.

      (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.

(6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.

C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:

A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.

B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.

D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:

A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.

C. To assist the County in meeting its disclosure accounting under HIPAA:

(1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

(2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County

A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.

C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination

A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

(2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.

10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.