

**AGREEMENT FOR PROFESSIONAL AMBULANCE BILLING SERVICES
BETWEEN CITY OF LEAGUE CITY
AND WITTMAN ENTERPRISES, LLC**

This Agreement made and entered into this 29 day of MAY 2014, by and between **City of League City**, hereinafter referred to as "COLC," and **Wittman Enterprises, LLC**, hereinafter referred to as "W.E."

RECITALS

WHEREAS, COLC desires to use the billing service offered by W.E. an independent contractor, as its agent for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES.

WHEREAS, concurrently with entering into this Agreement the parties are also entering into the HIPAA Business Associate Agreement ("HIPAA Agreement"), attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, this Agreement is the "UNDERLYING Agreement" as defined by and reference in the HIPAA Agreement.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. TERM: This Agreement shall commence on the date it is executed by W.E. and COLC and it shall continue in full force for three (3) consecutive years without escalation with an option to renew for one (1) additional year at \$1 escalation unless terminated by either party, giving ninety (90) days advance written notice to the other party.

2. SCOPE OF SERVICES: W.E. will perform services as set forth in their Proposal, in response to RFP # 14-03, dated December 3, 2013 and detailed in this section. COLC understands, agrees to, and accepts that W.E. has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that W.E. relies on COLC for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

2.1 Private Billing

W.E. to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 x 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within four (4) days of receipt of transport tickets. The Patient may also have the option to receive billing electronically. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also

be made at this time to elicit any insurance information from the patient or patient's family. If they receive no answer on this call, W.E will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

- | | |
|-----------------|-----------------------------------|
| 1. Invoice | Immediately |
| 2. Statement | 30 days following Invoice |
| 3. Past Due | 20 days following the Statement |
| 4. Final Demand | 10 days following Past-due notice |

2.2 Medicare and Medicaid

W.E. will prepare all invoices and electronically convey to Medicare and Medicaid fiscal intermediaries within seven (7) days of receipt patient documentation.

All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

2.3 Workers' Compensation and Private Insurance

W.E. to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by W.E.

2.4 Delinquent Claim Handling

Telephone follow up at a minimum of 3 calls will continue to the patient until payment in full is received, acceptable payment arrangements are established or account is returned to the COLC for collection or other handling. W.E. will provide COLC a report listing all accounts that have been inactive for six (6) months in a format specified by COLC.

2.5 Receipts Processing

W.E. will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a COLC-designated bank account. Bank deposit receipts will be sent electronically to COLC. W.E. shall have no access to the proceeds of the receipts. All funds are under the exclusive control of COLC.

And/or

W.E. will receive electronic copies of payments deposited by COLC and post those payments to the correct patient account within one (1) day of receipt.

All credit card fees incurred through payment processing will be the responsibility of the COLC. A credit card processor/merchant account will be designated and set up by COLC.

2.6 Refunds: W.E. will research and verify all overpayments. If a refund is required, W.E. will submit electronically all supporting documentation to COLC upon completion of research. COLC will issue payment directly to specified party and will send an electronic copy to W.E., to be posted to the Patients account within 24 hours.

2.7 Reports

Monthly, W.E. will perform accurate month end close procedures that will result, as a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to COLC on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month

2.8 Source Documents

W.E. will retain in electronic format all source documents including attachments for six (6) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to COLC in an electronic format at COLC's expense.

3. COMPENSATION AND PAYMENT: W.E. will provide the billing services as stated for a fee as outlined in 3.1. W.E. will invoice COLC at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by W.E. within thirty (30) calendar days of the invoice date.

3.1 Fees

- | | | |
|----|-------------------------|----------|
| A. | Per Ticket One-time Fee | \$25.00 |
| B. | Monthly reports | Included |

W.E. will provide COLC financial information for EFT payment of invoices.

4. FINANCE CHARGE: W.E. invoices unpaid by for more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

5. AGENCY RELATIONSHIP: W.E. is an independent billing service contractor and COLC specifically designates W.E. as its agent for the purpose of performing the services described in Section 11 of this Agreement. W.E. and COLC agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by W.E. on behalf of COLC only so long as this Agreement remains in effect.

5.1 Liaison: COLC shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

5.2 Coordination of Services: The W.E. and COLC mutually agree that person(s) who have knowledge of this agreement and the legal capacity to comply with this agreement shall be available for conference at all regular business hours (central time). Each party agrees that during a time that this agreement is in effect, the responsible contact person(s) will be available at all regular business hours (central time) for communication or other matters of this agreement. The current contact information as of the signing of this agreement is:

Primary Contact for W.E.

Primary Contact for COLC

Name: Russ Harms

James Fisher

Title: Client Liaison

EMS Chief

Address: 11093 Sun Center Drive

260 FM 270 South

Rancho Cordova, CA 95670

League City, Texas 77573

Phone: 916-669-4628

281-554-1206

Email: rharms@webillems.com

james.fisher@leaguecity.com

5.3 Training: W.E. will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for CLOC general staff and six (6) hours for EMS management. Additional training as requested by COLC at a contract rate of \$85.00 per instructional hour. Additional onsite training as requested by COLC at a contract rate of \$100.00 per hour plus travel expenses.

6. PERFORMANCE MONITORING: W.E. agrees to allow COLC, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.

7. COMPLYING WITH THE LAW: W.E. shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

8. INSURANCE: W.E. will maintain in force throughout the term of this Agreement the following insurance:

- A) General Liability Insurance, 3,000,000 aggregate,
- B) Professional liability insurance, 1,000,000
- C) Workers Compensation insurance, 1,000,000.

9. INDEMNIFICATION AND HOLD HARMLESS: W.E. hereby agrees to indemnify, defend, and save harmless COLC, its officers and employees from any and all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of W.E. its officers, or employees.

COLC agrees to defend, indemnify and hold W.E. and its officers, and employees harmless from and against any and all claim, actions, damages, expenses (including reasonable attorneys fees), losses or liabilities incurred by or asserted against W.E. its officer or employees for which the COLC, its officers and employees are solely responsible; provided, however, that such duty to defend indemnify and hold harmless shall not apply to any claim or liability to the extent caused by the gross negligence, willful misconduct, or violation of applicable state or federal law or regulation by W.E., its officers or employees.

10. W.E. LIMITED LIABILITY: W.E. shall use due care in processing the claims of the COLC, but W.E. will be responsible only to the extent of correcting any errors which occur within W.E.'s reasonable control; such errors will be corrected at no additional charge to COLC. This liability of W.E. with respect to this Paragraph shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability, regardless of the form of action.

11. W.E. SERVICES AND RESPONSIBILITIES: W.E. shall perform the following services for COLC, and as more fully set forth in aforementioned W.E. response to RFP # 14-03, dated December 3, 2013.

- (a) screen, prepare, and submit claims to any and all payors including but not necessarily limited to individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
- (b) track and trace all claims submitted,
- (c) resubmit or otherwise resolve denied or disallowed claims,
- (d) retain all source documents for 72 months,
- (e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
- (f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of W.E.
- (g) conduct all contact and correspondence with beneficiaries or responsible parties.

12. COLC RESPONSIBILITIES: COLC shall have the following responsibilities to W.E.

- (a) Provide W.E. with the proper documentation necessary to prepare claims and reach final adjudication,
- (b) Provide W.E. with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for W.E. to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.

(c) Obtain patient signature or patient representative signature on trip ticket, or indicate why unable to obtain signature.

13. DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by alternative dispute resolution procedures provided for under Texas law.

14. CONTINUATION DURING DISPUTES: W.E. and COLC agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such disputes, unless enjoined or prohibited by any court. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

15. EXCUSE OF NON-PERFORMANCE: Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

16. DISENGAGEMENT AGREEMENT: Upon termination of the contract, W.E. will continue to perform billing services to the date of the termination. W.E. will return to COLC all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the COLC's expense.

17. NOTICE: Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

Wittman Enterprises, LLC
Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670
Facsimile: 916.471.5108
Email cwittmanwong@webillems.com

City of League City:
Contract Signator: R. Mark Rohr, City Manager
Address: 300 W. Walker St.
City, State, ZIP: League City, TX 77573
Email: Mark.rohr@leaguecity.com

Copy to: Jon Riese, Esquire
Signature Law Group
3400 Bradshaw Road Ste. A-4A
Sacramento, CA 95827
(916) 290-7616

Arnold G. Polanco
Ross, Banks, May, Cron & Cavin, P.C.
2 Riverway, Suite 700
Houston, Texas 77056
(713) 626-1200

18. ENTIRETY: Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as its applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provision give any third persons any rights of subrogation or action over against any party to this Agreement

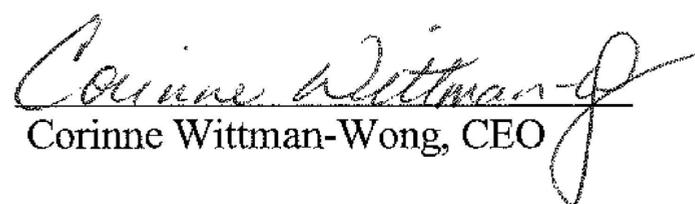
This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.

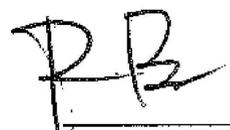
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein above written.

Wittman Enterprises, LLC

City of League City

By: R. Mark Rohr, City Manager


Corinne Wittman-Wong, CEO



(Signature)

5/29/14

(Date)

**Wittman Enterprises, LLC
Business Associate Agreement**

Between Wittman Enterprises, LLC and the City of League City, Texas

This Business Associate Agreement (“Agreement”) between the **City of League City** (Covered Entity) and **Wittman Enterprises, LLC** (Business Associate) is executed to ensure that Wittman Enterprises, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of **City of League City** in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Wittman Enterprises, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the **City of League City** any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the **City of League City** without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Wittman Enterprises, LLC agree to the same restrictions, conditions, and requirements that apply to Wittman Enterprises, LLC with respect to such information;

5. Make PHI in a designated record set available to the **City of League City** and to an individual who has a right of access in a manner that satisfies the **City of League City's** obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the **City of League City**, or take other measures necessary to satisfy the **City of League City's** obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the **City of League City** or an individual who has a right to an accounting within 60 days and as necessary to satisfy the **City of League City's** obligations under 45 CFR §164.528;
8. To the extent that Wittman Enterprises, LLC is to carry out any of the **City of League City's** obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the **City of League City** when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Wittman Enterprises, LLC on behalf of the **City of League City**, available to the Secretary of the Department of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the **City of League City's** compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the **City of League City** notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the **City of League City** has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the **City of League City** is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Wittman Enterprises, LLC agrees to assist the **City of League City** in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the **City of League City's** Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the **City of League City** agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the **City of League City** of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the **City of League City** of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Wittman Enterprises, LLC on behalf of the **City of League City** include:

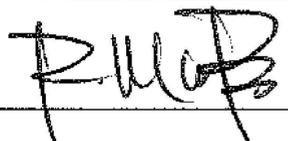
1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the **City of League City** to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the **City of League City** to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Wittman Enterprises, LLC has been engaged to perform on behalf of the **City of League City**.

D. Termination

1. The **City of League City** may terminate this Agreement if the **City of League City** determines that Wittman Enterprises, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Wittman Enterprises, LLC shall return to the **City of League City** or destroy all PHI received from the **City of League City**, or created, maintained, or received by Wittman Enterprises, LLC on behalf of the **City of League City** that Wittman Enterprises, LLC still maintains in any form. Wittman Enterprises, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 29 day of MAY, 2014

 Signature: 
 Title: City Manager
 Date: 5/29/14

Wittman Enterprises, LLC
 Signature: 
 Title: CEO
 Date: 5/16/14

