

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

This Agreement made and entered into this, **1st** day of **July 2019**, by and between **The City of Rialto**, hereinafter referred to as “PROVIDER,” and **Wittman Enterprises, LLC**, hereinafter referred to as “W.E.”

RECITALS

WHEREAS, PROVIDER 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 that 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 Provider and it shall continue in full force and in effect until it is 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 detailed in this section. PROVIDER 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 PROVIDER 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 Insurance Information Gathering

W.E. to prepare all Request for Insurance Information mailings. 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.

2.2 Medicare and Medi-Cal

W.E. will prepare all invoices and electronically convey to Medicare and Medi-Cal 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 insurance information is received, or account is returned to the PROVIDER for collection or other handling. W.E. will provide PROVIDER a report listing all accounts that have been inactive for six (6) months in a format specified by PROVIDER.

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 PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. W.E. shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER. Correspondence and payments will be sent to the PROVIDER'S lockbox and access will be provided to W.E. for corresponding, depositing, reconciling, and conducting the PROVIDER'S contracted work. PROVIDER remains responsible for access to and any associated fees for their own lockbox.

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

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 PROVIDER upon completion of research. PROVIDER 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 PROVIDER 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

2.7.1 Special Reporting

Included in W.E.'s scope and fees are providing the billing reporting required by the GEMT, IGT, QAF, and other similar government reimbursement programs. Distribution of our reports will follow GEMT, IGT, QAF, and other program deadlines and instructions. W.E. will not complete nor submit cost reports to these programs on PROVIDER's behalf.

2.8 Source Documents

W.E. will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER'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 Provider 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.	Ambulance Billing Services	6.00% of net collections
B.	Monthly and Special reports	Included

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

4. FINANCE CHARGE: W.E invoices unpaid by 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 PROVIDER specifically designates W.E. as its agent for the purpose of performing the services described in Section 11 of this Agreement. W.E. and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by W.E. on behalf of PROVIDER only so long as this Agreement remains in effect.

5.1 Liaison: PROVIDER 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 PROVIDER 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 (pacific 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 (pacific 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 PROVIDER

Name: Stephanie Cooper-Noe

Joe Powell

Title: Client Liaison

EMS Coordinator

Address: 11093 Sun Center Drive

131 S. Willow Avenue

Rancho Cordova, CA 95670

Rialto, CA 92376

Phone: 916-669-4606

(909) 820-2657

Email: scooper-noe@webillems.com

jpowell@confire.org

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 PROVIDER general staff and six (6) hours for EMS management. Additional training as requested by PROVIDER at a contract rate of \$85.00 per instructional hour. Additional onsite training as requested by PROVIDER at a contract rate of \$100.00 per hour plus travel expenses.

6. PERFORMANCE MONITORING: W.E. agrees to allow PROVIDER, 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 PROVIDER, its officers and employees from 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.

PROVIDER 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 attorney's fees), losses or liabilities incurred by or asserted against W.E. its officer or employees as a result of this Agreement; 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 negligent or intentional act, recklessness or gross negligence of W.E. its officers, or employees.

10. W.E. LIMITED LIABILITY: W.E. shall use due care in processing the claims of the PROVIDER, 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 PROVIDER. 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 PROVIDER.

- (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. PROVIDER RESPONSIBILITIES: Provider 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 arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

14. 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.

15. DISENGAGEMENT AGREEMENT: Upon termination of the contract, W.E. will continue to perform billing services to the date agreed upon as the termination date. W.E. will return to

PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER's expense.

16. 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
Email cwittmanwong@webillems.com

PROVIDER:

Joe Powell, EMS Coordinator
131 S. Willow Avenue
Rialto, CA 92376
Email: jpowell@confire.org

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

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 it 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 RIALTO

By:
Corinne Wittman-Wong, CEO

By:
Joe Powell, EMS Coordinator

(Signature)

(Date)

(Signature)

(Date)

**Wittman Enterprises, LLC
Business Associate Agreement**

Between Wittman Enterprises, LLC and the City of Rialto

This Business Associate Agreement (“Agreement”) between the **City of Rialto** (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 the City of Rialto 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 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 Rialto 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 Rialto and to an individual who has a right of access in a manner that satisfies the 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 Rialto, or take other measures necessary to satisfy the City's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the City or an individual who has a right to an accounting within 60 days and as necessary to satisfy the City of Rialto's obligations under 45 CFR §164.528;
8. To the extent that Wittman Enterprises, LLC is to carry out any of the City of Rialto's obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the 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 Rialto, available to the Secretary of the Department of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the City's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the City of Rialto notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the City has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the 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 Rialto 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'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 agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the 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 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 Rialto 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 Rialto 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 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.

D. Termination

1. The City of Rialto may terminate this Agreement if the 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 or destroy all PHI received from the City, or created, maintained, or received by Wittman Enterprises, LLC on behalf of the 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 FIRST DAY OF JULY, 2019

City of Rialto

Wittman Enterprises, LLC

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____