

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO GOLDEN HOUR DATA SYSTEMS, INC.'S AGREEMENT**

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Golden Hour Data Systems, Inc., ("Golden Hour"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Golden Hour's Revenue Cycle Management – Billing Assist Master Services Agreement and Business Associate Agreement (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for revenue cycle management services (the "Services"); and

WHEREAS, County desires that Golden Hour provide Services as will be more specifically described in this Agreement (hereinafter "Services"); and

WHEREAS, Golden Hour represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

1. **Term.** This Agreement is valid for a period of six (6) months, commencing as of the Commencement Date, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Golden Hour will render Services to County as described in Exhibit A.
3. **Non-appropriation; Taxes.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by Golden Hour or Golden Hour's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor  
Attn: Robert Ed Sturdivant  
301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Limit of Appropriation.** Golden Hour clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Zero and 00/100 dollars (\$0.00), specifically allocated to fully discharge any and all liabilities County may incur. Golden Hour does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Golden Hour may become entitled to and the total maximum sum that County may become liable to pay to Golden Hour shall not under any conditions, circumstances, or interpretations thereof exceed Zero and 00/100 dollars (\$0.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Golden Hour expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Golden Hour shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Golden Hour expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Golden Hour in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.

- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Golden Hour verifies that if Golden Hour employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Golden Hour does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Golden Hour represents pursuant to § 2252.152 of the Texas Government Code, that Golden Hour is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Addendum and Exhibit A.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, GOLDEN HOUR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** Golden Hour may use County's name without County's prior written consent only in any of Golden Hour's customer lists, any other use must be approved in advance by County.
11. **Performance Warranty.** Golden Hour warrants to County that Golden Hour has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Golden Hour will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Golden Hour warrants to County that the Services will materially conform to all requirements and specifications contained in the attached Exhibit A.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
17. **Successors and Assigns.** County and Golden Hour bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
18. **Personnel.** Golden Hour represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Golden Hour shall furnish and maintain, at its own expense, adequate and sufficient personnel, to perform the Services when and as required and without delays.

When performing Services for the County, Golden Hour shall comply with, and ensure that all Golden Hour Personnel comply with, all reasonable rules, regulations and policies of County that are communicated to Golden Hour and accepted by Golden Hour in writing (such acceptance not to be unreasonably withheld), including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Golden Hour shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Golden Hour shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Confidential Information.** Golden Hour acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Golden Hour or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) to the extent containing Confidential Information by Golden Hour shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Golden Hour) publicly known or is contained in a publicly available

document; (b) is rightfully in Golden Hour's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Golden Hour who can be shown to have had no access to the Confidential Information.

Golden Hour agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Golden Hour uses in maintaining the confidentiality of its own confidential information, and not sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Golden Hour shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Golden Hour shall advise County immediately in the event Golden Hour learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Golden Hour will reasonably cooperate with County in the County seeking injunctive or other equitable relief in the name of County against any such person. Golden Hour agrees that, except as directed by County, Golden Hour will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Golden Hour will promptly turn over to County all documents, papers, and other matter in Golden Hour's possession which embody Confidential Information.

Golden Hour acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Golden Hour acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Golden Hour in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

## **21. Termination.**

- 21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
  - (a). If Golden Hour fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;



(b). If Golden Hour materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

21.3. If, after termination, it is determined for any reason whatsoever that Golden Hour was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 22.1 above.

21.4. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Golden Hour.

21.5. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

22. **Independent Contractor.** In the performance of work or services hereunder, Golden Hour shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Golden Hour or, where permitted, of its subcontractors. Golden Hour and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

24. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

26. **Insurance.** Prior to commencement of the Services under this Agreement, Golden Hour shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Golden Hour shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates for any

such insurance expiring prior to completion of Services. Golden Hour shall obtain such insurance written on an Occurrence form, or claims made form if occurrence form is unavailable, from such companies having Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$2,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
  - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form.
  - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
  - (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

If required coverage is written on a claims-made basis, Golden Hour agrees that any retroactive date applicable to coverage under the policy will precede the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

Golden Hour's insurance will be primary to any insurance carried or self-insurance program established by the County. Golden Hour's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

Certificates of Insurance as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management  
Address: 301 Jackson St., Suite 224, Richmond, TX 77469  
Facsimile Number: 281-341-3751

**27. Notices.**

27.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

27.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Emergency Medical Services  
Attn: Chief of EMS  
4332 Highway 36 South  
Rosenberg, Texas 77471

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: Golden Hour Data Systems, Inc.  
Attn: Heidi B. Newton, CFO of ZOLL Data Systems, Inc.  
10052 Mesa Ridge Court, #200  
San Diego, California 92121

27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 27.1 and 27.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

27.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.


(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

  
 KP George, County Judge  
 County Judge KP George

8.24.2021

Date

ATTEST:

  
 Laura Richard, County Clerk

REVIEWED:

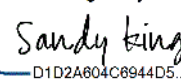
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Emergency Medical Service Department

GOLDEN HOUR DATA SYSTEMS, INC.

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Authorized Agent – Signature

Sandy King

Authorized Agent- Printed Name

Director of Operational Accounting

Title

8/16/2021 | 09:32 PDT

Date



#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


  
 Robert Ed Sturdivant, County Auditor

Exhibit A: Golden Hour's Revenue Cycle Management – Billing Assist Master Services Agreement and Business Associate Agreement

# Exhibit A

**Revenue Cycle Management – Billing Assist (RCM)  
Master Services Agreement (MSA)  
Fort Bend County EMS**

This Revenue Cycle Management – Billing Assist (“RCM”) Master Services Agreement (“MSA”), also referred to as the **“Agreement”**, is entered into as of the date of last signature below (**“Effective Date”**) between Fort Bend County EMS (**“Fort Bend”** or **“Customer”**), with offices in Rosenberg, Texas, and Golden Hour Data Systems, Inc. (“Golden Hour”), with offices in San Diego, CA, and together referred to as the **“Parties.”**

**WHEREAS**, Customer operates an emergency medical transport program in accordance with both Federal and State laws; and

**WHEREAS**, Golden Hour is a wholly owned subsidiary of ZOLL Data Systems, Inc.; and

**WHEREAS**, Golden Hour provides certain prebilling and coding services as specified in more detail in Schedule A hereto (the **“Services”**) for medical claims associated with emergency medical transports in accordance with compliant business practices; and

**WHEREAS**, Customer hereby selects Golden Hour to provide such Services in support of their emergency medical transport program in accordance with this Agreement for the fees contained herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, both Parties agree:

1. **Services.** Golden Hour shall provide Services as set forth in Schedule A hereto in accordance with established policies, procedures, and workflows for medical claims associated with emergency medical transports in accordance with compliant business practices.
2. **Assignment.** Customer shall assign all emergent and nonemergent medical transports performed by Customer to Golden Hour to process as a **“Third Party Biller”** on behalf of Customer.
3. **Transport Claim Information.** Customer agrees to provide Golden Hour with the following transport information for each transport for which the Services are to be provided by Golden Hour:
  - a) Completed Transport Record
  - b) Digital attachments of all ancillary data including:
    - a. Assignment of Benefits (**“AOB”**)
    - b. Advance Beneficiary Notice (**“ABN”**)
    - c. Certificate of Medical Necessity (**“CMN”**) or Physician Certification Statement (**“PCS”**)

- d. Copies of all signature documents related to ambulance transport, such as:
    - i. Memorandum of Transfer forms
    - ii. Letters of Agreement
    - iii. Guarantees of Payment
    - iv. Authorizations from Insurance and Other Entities
  - e. Any additional attachments or records that support the use of an ambulance vehicle for transport of a patient and that patient's condition such as:
    - i. EKG readings
    - ii. Discharge summaries
    - iii. Hospital medical records
    - iv. Specialized hospital transport teams involved with the care enroute of the ambulance transport
  - c) Hospital demographics detail
  - d) Copy of all Correspondence associated with a Claim
  - e) Complete payment information related to any reimbursement/payment accepted prior to or at the time of transport
4. **Coding.** Based upon the information provided by Customer, Golden Hour shall verify the appropriate billing code in accordance with the regulations published by the applicable third party payors. The assignment of such billing codes shall be based on the medical crew's clinical impressions, medical records and related documentation. Such coding shall be performed in a standardized method in compliance with payor specific coding system and instructions. Golden Hour shall also verify and assign appropriate billing modifiers within the regulations published by the applicable third party payors. As with the billing code, such assignment of billing modifiers shall be based on the available medical records and related documentation.
5. **Payors.** Golden Hour shall work with Customer to obtain insurance verification and other necessary information to provide the Services. This effort shall include Golden Hour obtaining appropriate confirmation of insurance coverage for such transports, exercising due diligence in obtaining information needed to process claims, and identifying primary, secondary and tertiary payors in accordance with all Federal and State laws.
6. **Commencement.** The specific tasks associated with the Services defined herein will begin on a specific "**Commencement Date**" as mutually agreed by both Parties. Golden Hour shall notify the Customer of the official Commencement Date via written notice.
7. **Fees.** In consideration of the Services defined within this Agreement, Customer will pay Golden Hour the Fees as outlined in Schedule A of this Agreement.
8. **Invoices.** Golden Hour shall invoice Customer for the fees identified above on a monthly basis. All valid invoices submitted by Golden Hour are due and payable by Customer within Net 30.

9. **Term**: This Agreement is valid for a period of six (6) months ("**Term**"), commencing as of the Commencement Date.

10. **Termination**: Either Customer or Golden Hour may terminate this Agreement upon ninety (30) days prior written notice to the other Party after the initial Term.

11. **BAA**. Golden Hour agrees to be bound to the terms and conditions included in the Business Associate Agreement ("**BAA**") which is executed separate from this Agreement. Golden Hour also agrees that such BAA may be updated from time-to-time as new rules and guidelines are issued. Both Customer and Golden Hour agree to work in good faith to negotiate and execute such future BAA's as they are modified.

12. **Confidentiality**. Both Parties agree that all information, products, fee schedules, trade secrets, patient information, workflows, business processes, financial data, and any other information, whether written, verbal or visual, disclosed by either Party to the other, which is not within the public domain, shall be considered "**Confidential Information**." Both Parties shall not disclose, copy, disseminate or in any manner utilize Confidential Information for any purpose other than in the performance of the services identified within the Agreement. Both Parties also agree to protect all Confidential Information in accordance with the Customer's BAA.

13. **Indemnification**. This indemnification provision is enforceable against the Parties only to the extent authorized under the Constitution and laws of the State of Texas. Both Parties agree to indemnify the other against any reasonable losses and liabilities arising out of a breach by the other Party of any representation, warranty, or covenant contained within this Agreement. For clarity, each Party agrees to indemnify and hold the other party and its directors, officers, members, employees, and agents from and against all demands, claims, losses, damages, judgments, expenses and costs, including attorney fees, arising out of or relating to any and all losses arising out of or related to the performance of this contract. Provided, however, that reasonable notice, authority and information to defend is given, and provided that Parties will have no such indemnification obligations to the extent that such demands, claims, losses, damages, judgments, expenses and costs are based on, or arise out of the other party's willful or negligent acts or omissions. To receive the foregoing indemnities, the Party seeking indemnification must notify the indemnifying Party, in writing, of a claim or suit promptly, and provide reasonable cooperation and full authority to defend or settle the claim or suit. Neither party will have any obligation to indemnify the other under any settlement made without its written consent. In no event shall the liability of Golden Hour exceed the service fees as defined within this Agreement.

14. **Travel Expenses**. Customer agrees to reimburse Golden Hour for reasonable business travel related expenses, including lodging and out-of-pocket expenses, in accordance with Customer's usual and customary travel reimbursement policy. Such travel related expenses shall be itemized and invoiced to Customer on a monthly basis and shall include copies of all travel related receipts. All reimbursable business travel shall be pre-approved by Customer.



15. **Relationship.** The Services provided by Golden Hour shall be deemed “work-for-hire” and “reasonable-level-of-effort” and shall be performed in accordance with professional standards for a “Third Party Biller” in accordance with the BAA, HIPAA guidelines, and the Golden Hour Professional Code of Conduct. In performing these services, Golden Hour shall be acting as an independent contractor and is responsible for all withholding, unemployment, social security, and other taxes associated with the personnel provided by Golden Hour.

16. **Taxes.** Golden Hour’s fees do not include any direct or indirect local, state, federal or foreign taxes, levies, sales tax, use tax, gross receipt tax, business occupation tax, commercial activity taxes, health care taxes, or similar taxes (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchase of Services, if any. It is the Customer’s responsibility to provide any exemption certificate if available.

17. **Force Majeure.** Neither Party shall be liable to the other or be in default of this Agreement if delays or failure of performance is due to events of Force Majeure that cause such delays or failures to occur despite the non-performance party’s reasonable efforts to avert such delays or failure. The term “**Force Majeure**” shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and is beyond the reasonable control of the non-performing Party. Force Majeure includes, but is not limited to, governmental regulations imposed after the fact, public utility failures, malicious computer virus or viruses, epidemic, quarantine, terrorism, vandalism, sabotage, denial of service attacks, internet outages, war or civil disruption, strikes, tornados, hurricanes, fire, flood, earthquake or other “acts of God” or natural disasters of any kind which prevent the Parties from performing their responsibilities.

18. **Warranty.** Each Party hereby represents and warrants to the other that they have the power and authority to enter into this Agreement and that entering into this Agreement does not violate any agreement or obligation existing with any third party.

19. **Disclaimer.** Except as otherwise set forth in this agreement, Golden Hour specifically disclaims any implied warranties. In no event shall either Party be liable to the other Party for any special, consequential, or incidental damages, including lost profits, unless such damages are the result of a Party’s willful negligence or willful misconduct. In no event shall either Party be liable to the other Party for non-compliance with any or part of HIPAA, Medicare, CMS, or other compliance requirements, unless that Party contributed to such non-compliance. In no event shall the liability of either Party exceed the service fees as defined within this Agreement.

20. **Customer Data.** Golden Hour acknowledges that all data provided to Golden Hour by Customer, entered into a ZOLL computer system, collected by Golden Hour on behalf of Customer, all account notes, and all data managed by Golden Hour in support of the Services provided by Golden Hour is owned by and is the property of the Customer (“**Customer Data**”). Upon Customer request, or upon termination,

Golden Hour shall return to Customer all Customer Data in an electronic readable XML file format and all related materials in Golden Hour's possession.

21. **De-Identified**. Subject to compliance with HIPAA Privacy and Security Standards, Customer will consider periodic requests from Golden Hour to retain specific categories of non-identifiable patient data for both internal and external uses, provided such information is blinded and made anonymous in accordance with the de-identification standards set forth in 45 CFR 164.514 and all applicable laws and regulations. Golden Hour shall have a perpetual, royalty free license to use such non-identifiable data in accordance with these restrictions.

22. **Insurance**. Golden Hour, at its own cost and expense, shall obtain and maintain, during the Term of the Agreement, insurance policies in adequate amounts to support Golden Hour's obligations and operations. Such insurance coverage shall include Worker's Compensation Insurance, General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance.

23. **Sanctions**. Golden Hour represents and warrants that each of its personnel assigned to perform Services under this Agreement shall have the proper skill, training and background, and, if applicable, licensure and certification to perform in a professional manner. Golden Hour further represents that neither it nor any of its employees have been debarred, suspended, excluded, convicted, or sanctioned or otherwise deemed ineligible to participate in Medicaid, Medicare, or any other Federal or State health reimbursement program.

24. **Operational Compliance**. Golden Hour shall comply, at its own cost and expense, with the provisions of all applicable Federal, State, County and municipal laws, ordinances, and regulations in the performance of these Services. Examples of such regulations include, but are not limited to, Title VI and Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, the Social Security Act of 1974, the National Health Planning and Resources Development Act of 1974, the Ethics in Patient Referrals Act, the Medicare and Medicaid Anti-Fraud and Abuse Law, and the rules and regulations of the Department of Health and Human Services.

25. **HIPAA**. Golden Hour shall comply with all the rules enacted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and as further amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009.

26. **Notices**. Except as otherwise provided in this Agreement, all notices, requests, demands, or other communications from one Party to the other under this Agreement shall be in writing. Delivery of such written notice can be given either directly or via certified mail or overnight courier.

27. **Assignment**. Neither Party may assign, subcontract, or delegate this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. If a Party consents

to such assignment, subcontract or delegation, such consent is subject to the condition that all terms and conditions of this Agreement and amendments are fully binding upon the successors, assignees, subcontractors and delegates. Fort Bend hereby consents to Golden Hour's subcontracting or delegation of Services to Thar Worx LLC, a Pennsylvania limited liability company.

28. **Audits.** During the term of this Agreement, Customer shall have the right to engage, at its expense, with internal or external auditors for the purpose of performing an Audit that may be required by Customer's compliance program or finance department to determine the accuracy and correctness of the Services provided by Golden Hour. Golden Hour shall cooperate with such audit requests and provide all information as is reasonably necessary to perform and complete such audit. Any such audit will be conducted in a manner to reasonably avoid undue disruption of Golden Hour's operations.

29. **Solicitation.** Customer shall not solicit or hire Golden Hour's employees, either during this Agreement or for a period of one (1) year after the expiration of this Agreement, without the prior written consent of Golden Hour.

30. **Dispute Resolution.** In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall strive to discuss and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If they do not reach a settlement, then either Party may, by notice to the other Party, demand resolution via written document. If settlement is not reached within 60 days after service of a written demand, any unresolved controversy or claim relating to this Agreement shall be resolved either via arbitration, litigation, or some other dispute resolution technique.

31. **Law.** This Agreement shall be deemed to have been made and shall be interpreted in accordance with the laws of the State of California.

32. **Regulations.** In the event that any law, rule or regulation is modified in a way that materially changes the terms or scope of this Agreement, both Customer and Golden Hour agree to negotiate in good faith to amend this Agreement in a manner consistent with such change and the intent of the Parties. If the Parties are unable to agree on an amended Agreement within a reasonable period, then either Party may terminate this Agreement without Cause in accordance with the terms described above.

33. **Entirety.** This Agreement supersedes all previous proposals or contracts regarding this subject matter and constitutes the entire agreement between the Parties. No oral statements or prior written material not specifically incorporated shall be of any force or effect. And no changes or additions to this Agreement shall be recognized unless incorporated by written Amendment signed by both Parties.

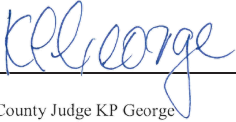
**IN WITNESS WHEREOF**, both Parties hereby execute this Agreement on the Effective Date.

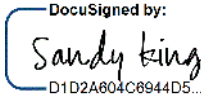
**Customer**

**Golden Hour**

Revenue Cycle Management – Billing Assist (RCM)  
Master Services Agreement (MSA)

Fort Bend County EMS / Golden Hour  
210726

By:   
County Judge KP George  
Name: KP George  
Title: Fort Bend County Judge  
Date: 8/26/2021

By:   
Sandy King  
Name: Sandy King  
Title: Director of Operational Accounting  
Date: 8/16/2021 | 09:32 PDT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Golden Hour Data Systems**  
10052 Mesa Ridge Court, #200  
San Diego, CA 92121  
858.768.2500

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## SCHEDULE A

### RCM Billing Assist Fees

#### a) RCM Billing Assist Services

##### Prebilling –

- Verification of chart completeness;
- Verification of signature documents as required by applicable law;
- Verification of Primary and secondary insurance coverage using available eligibility resources;
- Enter the correct Coordination of Benefits to claims;
- Enter the transport details into Billing System; and
- Assign a workflow status to a Claim if additional action is required.

##### Coding –

- Apply Current Procedural Technology codes and International Classification of Disease (“ICD”) codes including, but not limited to, ICD 10 diagnosis codes;
- Review clinical charts, abstract level of service for ground transports and apply correct Healthcare Common Procedure Coding System (“HCPC”) codes;
- Review sending and receiving facilities, determine whether a closer facility exists and add correct HCPC code with correct miles;
- Apply pick up and drop off modifiers to Claim; and
- Assign a workflow status to a Claim if additional action is required.

#### b) RCM Billing Assist Fees

Service	Fee
Prebilling and Coding of Incomplete or Unbilled Claims	<b>Waived.</b>
Follow Up and Denial Management Services	<b>Excluded. Only offered through full RCM Collection Services.</b>

#### c) Golden Hour Project Implementation Fee

**Waived**



## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (this "BAA") is entered into by and between Fort Bend County EMS ("Covered Entity") and Golden Hour Data Systems, Inc. ("Business Associate") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations collectively referred to as "HIPAA"). This BAA amends the terms and conditions of and is hereby incorporated as part of that certain Revenue Cycle Management – Billing Assist Master Services Agreement (the "Agreement") between Covered Entity and Business Associate dated on or about the date of last signature below.

### STATEMENT OF AGREEMENT

- 1. Definitions.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of Covered Entity unless otherwise stated.
- 2. Compliance and Agents.** Covered Entity and Business Associate agree to comply with HIPAA; and the Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code ("MRPA"). Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this BAA with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth in this BAA.
- 3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this BAA, including Section 16 hereof, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this BAA, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity. In addition to the foregoing, Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103 and/or applicable Texas laws and regulations). Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.
- 4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this BAA. Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under restrictions at least as stringent as those that apply to Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI. If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.
- 5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- 6. Report of Improper Use or Disclosure.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA. Business Associate shall, as soon as practicable but not more than ten (10) business days after becoming aware of any successful Security Incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) business days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103). "Breach" shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of Public Law 111-5. "Breach of System Security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- 7. Individual Access.** In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.
- 8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties. Business Associate shall make available to Covered Entity, in a reasonable time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under HIPAA and the MRPA.
- 9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.
- 10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of,

Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

**11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

**12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13. Term.** This BAA shall take effect on the effective date of the Agreement, and shall continue in effect unless and until either party terminates this BAA or the Agreement.

**14. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BAA, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this BAA. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**15. Return of PHI.** Business Associate agrees that upon termination of this BAA, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this BAA to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**16. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "**Limited Data Set**" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e) and any other applicable laws and/or regulations.

**17. Survival.** All representations, covenants, and agreements in or under this BAA shall survive the execution, delivery, and performance of this BAA.

**18. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this BAA. The terms and conditions of this BAA will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity in this BAA with respect to the Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this BAA.

**19. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this BAA and may affect the parties' obligations under this BAA. The parties agree to take such action as is necessary to amend this BAA from time in order as is necessary for Covered Entity to comply with HIPAA.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this BAA. By signing below, the parties agree to the terms and conditions of this BAA. Once signed, any reproduction of this BAA made by reliable means (for example, photocopy or facsimile) shall be considered an original.

**Golden Hour Data Systems, Inc.**

Signature:

DocuSigned by:  
  
D1D2A604C6944D5...

Name: Sandy King

Title: Director of Operational Accounting

Date: 8/16/2021 | 09:32 PDT

**Fort Bend County EMS**

Signature:

  
\_\_\_\_\_  
County Judge KP George

KP George

Title: Fort Bend County Judge

Date: 8/26/2021