

AGREEMENT FOR SERVICES #134-096-P-E2011
Ambulance Billing Services – Wittman Enterprises, LLC

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and Wittman Enterprises, LLC, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 21 Blue Sky Court, Sacramento, CA 95828, and whose *Agent for Service of Process* is *Walter Imboden, 21 Blue Sky Court, Sacramento, CA 95828* (hereinafter referred to as CONTRACTOR);

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a contractor to perform ambulance billing services; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

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

WHEREAS, COUNTY has determined that the provision of these services performed by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. DEFINITIONS

ACCOUNTS	An account is created for each ambulance run. Account information includes, but is not limited to: the ambulance run number; the specific services performed; fees imposed for each service; date of service; AGENCY performing service; applicable insurance providers; payments made and by whom; monetary adjustments; balance due; contact history; and CSR notes.
AGENCY / AGENCIES	Those entities with whom the COUNTY contracts for ambulance services, including but not limited to California Tahoe Emergency Services Operations Authority (CAL TAHOE), North Tahoe Fire Department, and El Dorado County Regional Prehospital Emergency Services Operations Authority (JPA).
CLIENT	A customer whose "account" is being processed by CONTRACTOR or COLLECTIONS AGENT.
COLLECTIONS AGENT	The entity identified by COUNTY that performs bad debt recovery services.
CSR	Customer Service Representative working for CONTRACTOR
DEVELOPER	Contractor hired by the AGENCIES to develop software that captures and transmits ePCR information.
DISCHARGE OF ACCOUNTAILITY	Pursuant to Government Code Section 25257-25259, the Board of Supervisors may make an order discharging an Officer from accountability for the collection of debts deemed to be too small or the likelihood of collection does not warrant the expense. Discharge from accountability does not constitute a release of any person from liability for payment of any amount.
ELECTRONIC PREHOSPITAL CARE REPORT (ePCR)	An electronic record comprised of all the data required for billing ambulance services.
HIPAA	Health Information Privacy and Accountability Act of 1996.
PREHOSPITAL CARE REPORT (PCR)	A handwritten, or printed, paper document comprised of all the data required for billing ambulance services.
PROTECTED HEALTH INFORMATION (PHI)	Pursuant to section 106.103 of Title 45, Code of Federal Regulations, PHI is: Individually identifiable health information: (1) Except as provided in Paragraph (2) of this definition, that is: (i) Transmitted by electronic media; (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium. (2) Protected health information excludes individually identifiable health information in: (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and

	(iii) Employment records held by a covered entity in its role as employer.
MEDICARE SECONDARY PAYER & PRIMARY PLAN	<p>Title 42 US Code Section 1395y (b)(s)(A): In general, payment under this subchapter may not be made, except as provided in subparagraph (B), with respect to any item or service to the extent that (i) payment has been made, or can reasonably be expected to be made, with respect to the item or service as required under Paragraph (1), or (ii) payment has been made, or can reasonably be expected to be made under a workmen's compensation law or plan of the United States or a State or under an automobile or liability insurance policy or plan (including a self-insured plan) or under no fault insurance.</p> <p>In this subsection, the term "primary plan" means a group health plan or large group health plan, to the extent that clause (i) applies, and a workmen's compensation law or plan, an automobile or liability insurance policy or plan (including a self-insured plan) or no fault insurance, to the extent that clause (ii) applies. An entity that engages in a business, trade, or profession shall be deemed to have a self-insured plan if it carries its own risk (whether by a failure to obtain insurance, or otherwise) in whole or in part.</p>
SECONDARY PLAN	<p>An insurance provider, including Medicare and Medi-Cal which is not the patient's PRIMARY PLAN.</p> <p>http://www.cms.gov/MLNProducts/downloads/MSP Fact Sheet.pdf or subsequent replacement site.</p>
SPECIALIST	A CSR specially trained in Medicare and Medi-Cal/Medicaid billing rules and regulations.
WRITE OFF	An accounting term which indicates that the amount due and payable on an account has been reduced, cancelled, or changed to zero.

Article II. SCOPE OF SERVICES

CONTRACTOR agrees to furnish all personnel and services necessary to perform accurate and timely billing for ambulance services, as outlined in Exhibit A – Scope of Services, attached hereto and incorporated by reference herein.

Article III. PERFORMANCE MEASURES

Section 3.01 CONTRACTOR shall provide monthly report(s) to the COUNTY Contract Administrator, in a format and topic to be mutually agreed upon, including but not limited to an Unknown Billing Information Report which is a detailed listing of all open accounts that cannot be billed due to missing or incorrect data, and open accounts which have been denied/rejected by an insurance provider including Medicare/Medi-Cal. Report should indicate what data is missing or incorrect, or the reason for denial/rejection, on an as-needed basis.

Section 3.02 CONTRACTOR shall perform quarterly compliance audit, available upon request by COUNTY, pursuant to Section 7.03.

Article IV. TERM

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2011 to June 30, 2014 unless earlier terminated pursuant to the provisions under Article XV herein.

Article V. COMPENSATION FOR SERVICES

Section 5.01 Collections by CONTRACTOR:

- (a) CONTRACTOR shall, no less than twice weekly, deposit funds collected from CLIENTs into the COUNTY Treasury in an account designated by COUNTY.
- (b) Funds collected by CONTRACTOR for accounts that have been referred to COLLECTIONS AGENT, pursuant to Exhibit A, Paragraph 19- Bad Debt Recovery, shall be deposited separately into the County account designated in Section 5.01(a) and shall be reported to COUNTY as a separate line-item on each monthly invoice. COLLECTIONS AGENT and COUNTY shall be notified of payment in writing and within forty-eight (48) hours of receipt of payment.

Section 5.02 Invoices:

- (a) CONTRACTOR shall submit monthly invoices as specified in Section 5.06 no later than thirty (30) days following the end of a "service month" except in those instances where CONTRACTOR obtains written approval from COUNTY Health Services Department Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which CONTRACTOR performs services in accordance with Exhibit A -Scope of Services. Detailed backup including all components listed in the definition for "Accounts" (Article I) shall accompany each invoice.
- (b) CONTRACTOR will submit a separate invoice to COUNTY no less than quarterly for reimbursement of refund payments issued to payers, less fees paid by COUNTY. The invoice shall include: a listing of refunds by patient account, the amount refunded, and reason for refund.

Section 5.03 For services performed herein, COUNTY agrees to pay CONTRACTOR monthly at the rates listed in Section 5.04 for ambulance billings received and deposited into the COUNTY Treasury pursuant to Section 5.01. A payment will be processed within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. CONTRACTOR shall receive no reimbursement for collections received subsequent to referral to COLLECTIONS AGENT as further described in Section 5.01(b).

Section 5.04 Rates shall be as defined in the table below:

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

- (a) Rates shall be paid on a per AGENCY basis, and shall remain at the PCR rate for any AGENCY submitting manual PCRs.
- (b) For those AGENCIES transitioning to electronic PCR (ePCR) submissions, upon satisfactory completion of the thirty (30) day live ePCR monitoring period defined in Exhibit A, Paragraph 13.2.3, ePCR rates shall apply effective the first day of the month following the service month in which this live ePCR monitoring is successfully completed.
- (c) In the event CONTRACTOR is requested to return to the ePCR testing process pursuant to Exhibit A – Paragraph 13.2.5, PCR rates shall apply until the ePCR process is re-established and criteria for live data monitoring and implementation pursuant to Section 5.04(b) has been met.

Section 5.05 A monthly reconciliation will be performed by COUNTY and provided to the CONTRACTOR that includes a summary of all deposits received, and refunds paid within the month being reconciled.

Section 5.06 Invoices / Remittance shall be addressed as indicated in the table below or to such other location as COUNTY or CONTRACTOR may direct per Article XVI – Notice to Parties.

Mail invoices to:	Mail remittance to:
Health Services Department – Public Health Division Finance 929 Spring Street Placerville, CA 95667	Wittman Enterprises, LLC PO Box 269110 Sacramento, CA 95826 Attn: Walter Imboden

Article VI. LEGAL COUNSEL

CONTRACTOR shall secure and maintain legal counsel for consultation on responses to subpoenas and potential lawsuits.

Article VII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 7.01 CONTRACTOR shall comply with all COUNTY ordinances and policies, Federal, State and local laws related to medical billing and patient privacy. CONTRACTOR shall maintain compliance with Federal and State regulations, and Centers for Medicare & Medicaid Services regulations, available at <https://www.cms.gov/home/regsguidance.asp>, or subsequent replacement website.

Section 7.02 Rules and Regulations

CONTRACTOR shall demonstrate full knowledge and understanding of the applicable sections, and will quote them when demanding payment from insurance, of the Knox-Keene Health Care Service Plan Act of 1975 (California Health and Safety Code Section 1340, et seq.); Insurance codes; California Rosenthal Fair Debt Collection Practices Act (California Civil Code Section 1788, et seq.); the Federal Fair Debt Collection Practices Act (Title 15 US Code, Section 1601 et seq.); and applicable California Health and Safety code sections, incorporated by reference as if fully set forth herein.

Section 7.03 CONTRACTOR shall perform internal audits quarterly to ensure that CONTRACTOR's billing service remains in complete compliance with rules and regulations including but not limited to those outlined in Section 7.02.

- (a) CONTRACTOR's supervisory staff shall perform audits on all employees to ensure their understanding, and therefore their compliance, with all Federal, State and local laws applicable to the services performed under this Agreement. Audit results shall be documented on a per-employee basis and report shall be available upon request by the COUNTY Contract Administrator as noted in Section 3.02.
- (b) CONTRACTOR shall maintain current and up-to-date resources and education for staff to ensure compliance pursuant to Article VII.

Article VIII. HIPAA COMPLIANCE

Section 8.01 By signing this Agreement, CONTRACTOR agrees to comply with Exhibit B - Business Associate Agreement, attached hereto and incorporated by reference herein.

Section 8.02 CONTRACTOR shall designate Privacy and Security Officer(s) who will ensure compliance with all HIPAA policies involving privacy and security.

Section 8.03 CONTRACTOR shall provide access to internet resources for continuing education of CONTRACTOR staff with regard to any changes that may develop with privacy and confidentiality rules and regulations.

Section 8.04 CONTRACTOR shall secure PHI per HIPAA requirements at the close of each business day.

Article IX. RECORDS RETENTION & AUDITS

Section 9.01 CONTRACTOR shall maintain client records, books, documents, records, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which shall be deemed to constitute "records" for purposes of this Agreement. Such records shall clearly reflect the cost and scope of the services performed by COUNTY's contracted ambulance service AGENCIES.

Section 9.02 CONTRACTOR's facility or office, or such part thereof as may be engaged in the performance of this Agreement, and its records shall be subject at all reasonable times to

inspection, audit and reproduction by COUNTY, the State or any of its duly authorized representatives, including the Comptroller General of the United States.

Section 9.03 CONTRACTOR shall preserve and make available its records for a period of seven (7) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either (or both) of the following:

- (a) If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: (a) be preserved and made available for a period of seven (7) years from the date of any resulting final settlement; or (b) at the sole option of the COUNTY, immediately become the property of the COUNTY and shall be delivered by CONTRACTOR to the COUNTY.
- (b) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven (7) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later.

Article X. CHANGES TO AGREEMENT

Section 10.01 This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Section 10.02 Updated Fee through Addendum

In the event COUNTY Board of Supervisors, or Alpine County Board of Supervisors, approves an updated Ambulance Service Fee Schedule, COUNTY will provide a copy of the updated fee schedule to CONTRACTOR within three (3) days of its adoption. Further, COUNTY and CONTRACTOR agree that the updated and revised Ambulance Service Fee Schedule will be attached hereto as an addendum and become effective within three (3) days of adoption by the respective Board of Supervisors. Exhibit C - County of El Dorado Ambulance Fee Schedule, and Exhibit D - Alpine County Ambulance Fee Schedule are attached hereto and incorporated by reference as the current fee schedules in place at the time of this Agreement.

Article XI. CONTRACTOR TO COUNTY

It is understood that the services performed under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as contractor only to COUNTY and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

Article XII. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be performed, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

Article XIII. INDEPENDENT CONTRACTOR/LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be performed under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

Article XIV. FISCAL CONSIDERATIONS

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

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

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

Article XV. DEFAULT, TERMINATION, AND CANCELLATION**Section 15.01 Default**

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

Section 15.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 15.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 15.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Section 15.05 Transfer of Accounts

- (a) CONTRACTOR agrees that upon termination or expiration of this Agreement, COUNTY may request, and CONTRACTOR shall transfer accounts to COUNTY or to a new contractor in a format described by COUNTY. COUNTY shall have the right to withhold CONTRACTOR's last payment until accounts have been transferred in a format acceptable to the COUNTY.
- (b) Upon expiration or termination of this Agreement, CONTRACTOR will:

- (i) Send a letter to all ACCOUNTS notifying them that CONTRACTOR will no longer be handling the ACCOUNT;
- (ii) Continue to forward all payments sent to it by any ACCOUNT to COUNTY.
 - 1) If payment is forwarded to the COUNTY within ninety (90) calendar days of expiration or termination of this Agreement COUNTY will pay CONTRACTOR the fee identified in Section 5.04.
 - 2) If the CONTRACTOR forwards payment to COUNTY after ninety (90) calendar days following expiration or termination of this Agreement, CONTRACTOR will no longer be due, nor will the COUNTY pay, said fee.

Article XVI. NOTICE TO PARTIES

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

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, MPA, ACTING DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

WITTMAN ENTERPRISES, LLC
21 BLUE SKY COURT
SACRAMENTO, CA 95828
ATTN: CORINNE WITTMAN-WONG

or to such other location as the CONTRACTOR directs.

Article XVII. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute.

This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVIII. INSURANCE

Section 18.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California; and
- (b) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
- (c) Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 18.02 In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.

Section 18.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

Section 18.04 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 18.05 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 18.06 The certificate of insurance must include the following provisions listed under Section 18.06 (a) and (b) (including an endorsement page for the "additional insured" language pursuant to 18.06 (b)), stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;

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

Section 18.07 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 18.08 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 18.09 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 18.10 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 18.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 18.12 In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 18.13 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XIX. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be performed by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XX. INTEREST OF CONTRACTOR

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XXI. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XXII. CALIFORNIA RESIDENCY (FORM 590)

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XXIII. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXIV. COUNTY BUSINESS LICENSE

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXV. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Richard Todd, Emergency Medical Services Agency Administrator, or successor.

Article XXVI. AUTHORIZED SIGNATURES

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

Article XXVII. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXVIII. VENUE

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

Article XXIX. ENTIRE AGREEMENT

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

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 10-14-2011
Daniel Nielson, MPA, Acting Director
Health Services Department

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

--COUNTY OF EL DORADO--

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY

Dated: _____

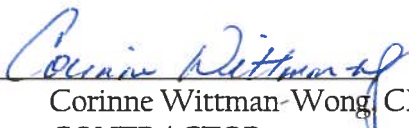
*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

Date

-- CONTRACTOR --

WITTMAN ENTERPRISES, LLC

By: 
Corinne Wittman-Wong, CEO
CONTRACTOR

Dated: 10-20-11

EXHIBIT A
AGREEMENT #134-096-P-E2011

SCOPE OF SERVICES

1 Ambulance Service Contractors

COUNTY provides ambulance billing services under a public utility model including its subcontractor AGENCIES, located both inside and outside the physical boundaries of the County of El Dorado. AGENCIES are responsible for the completion of Prehospital Care Reports which indicate the services provided.

2 Prehospital Care Reports

At the time of this Agreement, the AGENCIES are in the process of transitioning from a paper format (PCR) to electronic format (ePCR).

- 2.1 At any time during the term of this contract CONTRACTOR agrees to process PCRs and/or ePCRs in a consistent and timely manner, as requested by COUNTY.
- 2.2 COUNTY shall arrange for CONTRACTOR to receive PCRs/ePCRs and other billing related documentation within forty-eight (48) hours of date of service.

3 Assignment of Charges to Appropriate Profit Center (AGENCY)

CONTRACTOR's billing system shall contain sufficient detail to categorize billings pursuant to multiple categories as required by COUNTY. A sample of the required categories currently in place is included as Appendix A – Revenue Distribution Categories. COUNTY retains the right to make changes to Revenue Distribution Categories from time to time, as necessary.

- 3.1 COUNTY shall advise CONTRACTOR, in writing, of any changes to the Revenue Distribution Categories at least fifteen (15) days prior to implementation.
- 3.2 CONTRACTOR shall provide reporting with sufficient detail to track and report accounts from each AGENCY submitting PCRs/ePCRs under this Agreement.
- 3.3 Charges will be determined on a per event basis and assigned to a specific AGENCY.
- 3.4 CONTRACTOR shall provide the flexibility to maintain any prior Revenue Distribution structure concurrently with the current Revenue Distribution structure if required to do so by COUNTY.

4 Ambulance Services Fees

- 4.1 CONTRACTOR shall maintain a table driven process for recording ambulance fees according to Ambulance Fee Schedules provided by COUNTY. CONTRACTOR shall be able to concurrently process multiple fees based on multiple implementation dates and end dates.

4.2 COUNTY shall provide CONTRACTOR with the then effective Ambulance Fee Schedule pursuant to Article X, Section 10.02 of this Agreement.

5 PCR and/or ePCR Processing and Billing

5.1 Processing standards and timelines shall be based upon applicable rules, regulations and industry standards.

5.2 Written Procedures

5.2.1 CONTRACTOR and COUNTY shall establish mutually acceptable written procedures detailing the specific processes that CONTRACTOR shall implement.

5.2.2 Once agreed upon by COUNTY and CONTRACTOR, CONTRACTOR shall provide COUNTY with written detailed processing procedures.

5.2.3 COUNTY Contract Administrator shall acknowledge receipt and approval of said procedures in writing pursuant to Article XVI of this Agreement.

5.2.4 CONTRACTOR shall immediately notify COUNTY of any changes to processing procedures and provide COUNTY with a written copy.

6 Billing System Parameters

6.1 CONTRACTOR's billing system shall allow for a clear and traceable audit trail for initial contact verification, billing notification and telephone contact by CSRs. Further, the software will automatically update each individual account detailing date, change or billing function. All history and noted entries will be "write protected" so no alterations can be made.

6.2 Client accounts will be referenced by all components as described in the "Accounts" definition pursuant to Article I - Definitions of the Agreement.

7 Authorized Billing Timetable

7.1 Each payer shall be invoiced immediately, if possible, but in no event shall an initial invoice be generated any later than fifteen (15) days from receipt of PCRs/ePCRs.

7.2 CONTRACTOR shall adhere to follow up timelines consistent with Board Policy B-4, as defined in Exhibit E -County of El Dorado Ambulance Billing Timeframes, or replacement timeframes pursuant to the then-current Policy B-4.

8 Follow up Procedures

8.1 CONTRACTOR's first call to a private account will occur within three (3) business day after data entry of the incident into the CONTRACTOR's system.

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

8.3 CONTRACTOR's follow up procedures used to elicit payment will include a data file established for each client from which information regarding the account, billing and payment can be recorded and retrieved and client information can be updated.

9 Medicare and Medi-Cal/Medicaid Process

- 9.1 Medicare and Medi-Cal/Medicaid accounts will be processed by CSRs who are Medicare and Medi-Cal/Medicaid SPECIALISTS.
 - 9.1.1 SPECIALISTS shall receive extensive training in all aspects of Medicare and Medi-Cal/Medicaid billing.
 - 9.1.2 SPECIALISTS will be versed in Federal and State law.
 - 9.1.3 Only SPECIALISTS will process all denials and appeals.
- 9.2 Medicare and Medi-Cal/Medicaid claims, if denied, shall be appealed automatically.
- 9.3 Secondary insurance or private balance billing will occur immediately upon posting of Medicare and Medi-Cal/Medicaid payments. Additional follow-up will occur as required based on the secondary source until full adjudication is resolved.

10 Electronic Billing/Payments

- 10.1 Whenever available and/or based upon a written request from COUNTY, CONTRACTOR shall implement electronic billing to third party providers and establish a procedure whereby funds are electronically deposited into COUNTY's account. CONTRACTOR shall advise COUNTY whenever an electronic process is available for additional third party payers.
- 10.2 CONTRACTOR shall electronically bill both Medicare and Medi-Cal/Medicaid
 - 10.2.1 When CONTRACTOR receives PCRs/ePCRs indicating Medicare or Medi-Cal/Medicaid coverage, CONTRACTOR will verify this information through electronic verification systems to ensure accurate initial billing
 - 10.2.2 Medicare and Medi-Cal/Medicaid claims will be transmitted daily using American National Standards Institute (ANSI) format as required by Medicare at <http://www.cms.gov/manuals/downloads/clm104c24.pdf>, or subsequent replacement site.

11 Records

- 11.1 Maintain and preserve all books, records, data, and other related and relevant documentation including any agreement issued as a result of this contract pursuant to Article IX of this Agreement.

12 Customer Service

- 12.1 CONTRACTOR shall meet client needs including, but not be limited to:
 - 12.1.1 Toll-free telephone lines shall be available in adequate numbers to accommodate billing inquiry calls during normal business hours, and options for calls received after business hours.
 - 12.1.2 Language support services shall be provided as appropriate for non-English speaking clients.
 - 12.1.3 CSRs will be available 8:00 am to 4:30 pm. Pacific time.

- 12.1.4 CONTRACTOR's national toll-free 800-number shall have multiple lines available for patients, clients, insurance companies, attorneys, and third parties to call for information or discussion of account status.

12.2 CONTRACTOR shall provide clients with CSR email addresses.

13 ePCR Testing and Implementation

Development and testing of software and processes is presently underway, and requires collaboration among CONTRACTOR, COUNTY, AGENCIES, and DEVELOPER. Successful and timely transition from PCRs to ePCRs is dependent on the aforementioned parties working together to identify and resolve issues, and potential issues, throughout the course of this transition period.

13.1 ePCR Testing

- 13.1.1 CONTRACTOR agrees to accept dual data input during the course of this transition period. COUNTY shall continue to submit manual PCRs following the currently-established practices while DEVELOPER submits the same data via electronic format.
- 13.1.2 CONTRACTOR agrees to create a separate and distinct test environment, in addition to the existing live environment within their billing system.
- 13.1.3 CONTRACTOR shall upload ePCRs into CONTRACTOR's test environment ONLY, to avoid the possibility of duplicate billings.
- 13.1.4 CONTRACTOR shall compare manual PCR data against ePCR data and shall provide to COUNTY a listing of all discrepancies between the PCR data and ePCR test data. The listing shall contain the specific types of discrepancies.
- 13.1.5 Transition and testing of data shall occur in phases, with mutually agreed-upon target dates for accurate data upload.
- 13.1.6 CONTRACTOR agrees to participate in meetings as requested by COUNTY, provided COUNTY submits invitation to CONTRACTOR at least two (2) weeks prior to anticipated date of meeting.

13.2 ePCR Live Data

- 13.2.1 COUNTY shall advise CONTRACTOR when testing per Paragraph 13.1 above is complete, and shall mutually agree with CONTRACTOR to a date for initial live data transmission.
- 13.2.2 CONTRACTOR shall begin uploading ePCR data into their live environment on the date agreed.
- 13.2.3 CONTRACTOR shall diligently monitor billing input for a minimum of thirty (30) days following implementation of the live ePCR process. The timeframe for this review may be extended for a longer period of time, if requested by COUNTY.
- 13.2.4 CONTRACTOR agrees to participate in meetings as requested by COUNTY, provided COUNTY submits invitation to CONTRACTOR at least two (2) weeks prior to anticipated date of meeting.
- 13.2.5 At the discretion of COUNTY, CONTRACTOR may be directed to discontinue live data input and return to the test procedures identified in Paragraph 13.1 of this Exhibit.

14 Government Insurance Programs

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

CONTRACTOR shall immediately cease all collection efforts underway to collect an amount greater than the adjusted amount. The settled amount shall be exclusive of the client's "share of cost" or co-pay amount, which is not subject to adjustment and shall be reported pursuant to Paragraph 21.1 of this Exhibit A.

- 14.2 CONTRACTOR shall maintain compliance with the Medicare Secondary Payer (MSP) Act (Title 42 US Code Section 1395y (b)), (available at http://www.law.cornell.edu/uscode/uscode42/usc_sec_42_00001395---y000-.html or subsequent replacement site), which ensures that Medicare does not pay for services and items where other health insurance or coverage has primary responsibility for payment. The MSP provisions apply to situations when Medicare is not the client's primary insurance.
- 14.3 CONTRACTOR shall maintain a high level of proficiency in government payer regulation compliance. CONTRACTOR will maintain complete compliance with all government payers. CONTRACTOR's Medicare and Medi-Cal compliance program will be updated on a regular basis to comply with current law and regulations. CONTRACTOR will ensure compliance with State laws and local ordinances by continually educating itself as to any differences that may apply.

15 Payment Processing

- 15.1 CONTRACTOR shall accurately post all payments and adjustments to client accounts upon receipt of payment and respond to any and all inquiries, both written and verbal, from COUNTY, client or payer.
- 15.2 Payments will be posted to the proper account within one (1) day of noting the source of that payment, unless the payment lacks sufficient information to identify the account. All charges applied to a client's account will be retained as a permanent record of that client's medical history.
- 15.3 Full payments posted that result in a zero balance will require no further action.
- 15.3.1 Partial payments will be posted and the balance transferred to the appropriate pay source. For example a Medicare payment will be posted with the appropriate adjustments as specified in Paragraph 14- Government Insurance Programs of this Exhibit A and the client's remaining 20% responsibility transferred for billing to the secondary insurance or to the client. Follow-up will be completed by the CSR regardless of private or secondary insurance billing.

- 15.4 CONTRACTOR shall provide options for clients to pay outstanding balances via credit card, fund transfers, debit card, checks or cash. CONTRACTOR is also encouraged to provide Internet-based and telephone payment options. CONTRACTOR will deposit to the COUNTY's designated account all gross proceeds collected on its behalf no less than twice weekly, pursuant to Article V, Section 5.01 of this Agreement.
- 15.5 Interest Received: From time to time CONTRACTOR may receive interest for delayed payments from insurance providers. This interest is self-imposed, based on the insurance provider's inability to timely pay the amounts owed on behalf of their policy holders. CONTRACTOR shall remit any interest received to COUNTY pursuant to the terms and conditions set forth in Article V Section 5.01 (a). The amount of interest shall be identified separately from the payment.

16 Refund Processing

- 16.1 CONTRACTOR shall be responsible for:
- 16.1.1 Determining the PRIMARY PLAN.
 - 16.1.2 Processing all refunds to SECONDARY PAYERS resulting from an overpayment
 - 16.1.3 Refunding payment to Medicare within sixty (60) days of receipt of the duplicate payment, pursuant to 42 CFR 489.20, when CONTRACTOR determines that Medicare is the SECONDARY PAYER and has previously paid a claim.
 - 16.1.4 Collecting and disseminating to COUNTY all necessary documentation regarding overpayments, pursuant to Article V, Section 5.02 (b).

17 Unidentified Payments

- 17.1 CONTRACTOR shall make every effort to determine the appropriate account associated with each payment.
- 17.2 When CONTRACTOR is unable to identify an account, the payment shall be deposited in an unidentified payments account.
- 17.3 CONTRACTOR shall provide COUNTY with a report detailing all unidentified payments.
- 17.4 A refund shall be issued within sixty (60) calendar days for any payment which remains unidentified.

18 Data Access

CONTRACTOR shall provide fully functional Internet-based inquiry access capability into its billing system for COUNTY staff and any other AGENCIES authorized for such access by COUNTY at locations designated by COUNTY.

19 Bad Debt Recovery

- 19.1 CONTRACTOR shall refer to Board of Supervisors Policy B-4, or subsequent replacement policy, for appropriate timeframes for referral of accounts for bad debt recovery.

19.2 Upon determination that CONTRACTOR's billing efforts are exhausted, and within the timeframes agreed upon by both parties, CONTRACTOR shall at least monthly account for remaining balances pursuant to the following:

19.2.1 Small Balances

19.2.1.1 Accountability for collection of accounts with balances of \$10.00 or less shall be transferred to COUNTY Health Services Department Finance Unit, or subsequent agent designated by COUNTY, in accordance with 19.2.1.2

19.2.1.2 CONTRACTOR shall, on a monthly basis, advise COUNTY of all small balance accounts pursuant to Paragraph 19.2.1.1, via the Uncollectible Balances Report in accordance with Paragraph 21.3.5 of this Exhibit.

19.2.2 Large Balances

19.2.2.1 Accountability for all accounts deemed collectible with balances greater than \$10.00, shall be transferred to COUNTY's COLLECTIONS AGENT (per Article I – Definitions, of this Agreement) as designated by the COUNTY in writing. CONTRACTOR shall provide account information electronically to COUNTY COLLECTIONS AGENT via mutually-acceptable format and transfer protocol.

19.2.2.2 CONTRACTOR and COUNTY's COLLECTIONS AGENT shall mutually agree to a reconciliation process sufficient to ensure that all accounts and balances transferred have been received by COUNTY's COLLECTIONS AGENT, and appropriately documented in COUNTY's COLLECTIONS AGENT's accounting system.

19.2.2.3 Upon completion of the transfer and reconciliation in accordance with section 19.2.2.2, accountability for collection of those accounts shall be transferred to COLLECTIONS AGENT.

19.2.2.4 CONTRACTOR shall upon transfer of accounts, provide COUNTY with a report in Excel format and shall include the client name, date of service, balance amount, run number and date referred.

19.2.2.5 CONTRACTOR shall submit a monthly summary of accounts transferred to the COUNTY's COLLECTIONS AGENT (per Article I – Definitions, of this Agreement) to the COUNTY Contract Administrator, or designee, in Excel format listing the client name, date of service, amount referred, run number and date referred.

19.2.3 Uncollectible Accounts

19.2.3.1 For those accounts determined to be uncollectible, CONTRACTOR shall transfer accountability for collection to COUNTY Health Services Department Finance Unit, or subsequent agent designated by COUNTY, via the Uncollectible Balances Report in accordance with Paragraph 21.3.7 of this Exhibit.

- 19.3 Paragraph 19.2 of this Exhibit A notwithstanding, should COUNTY determine that there is a need to withhold transfer of accounts to COUNTY's COLLECTIONS AGENT; COUNTY may provide written notice to CONTRACTOR requesting a temporary suspension of said transfer within five (5) business days of receipt of notice. CONTRACTOR and COUNTY shall mutually agree upon the date transfer of accounts shall resume pursuant to Paragraph 19.2.

20 Re-Billing When Further Information Becomes Available

CONTRACTOR will re-bill insurance (at no additional charge to the COUNTY) when notified by the COLLECTIONS AGENT that they have found corrected or additional information.

21 Required Reports

All reports provided by CONTRACTOR to COUNTY "shall be transmitted in electronic format via HIPAA compliant encrypted inbound and outbound e-mail".

- 21.1 CONTRACTOR will provide financial reports of all billings on a monthly basis, to include all components of an "Account" (pursuant to Article I – Definitions) of this Agreement, original billing, amount received, and contractual adjustment in an Excel format. CONTRACTOR will provide financial reports of billing summarized by quarter or year as requested by the COUNTY.
- 21.2 Reports will be detailed and easy to read. Reports shall be provided as printed copy, emailed, or available on CONTRACTOR's website for retrieval.
- 21.3 All aging reports should be aged based on date of service and shall include all accounts with balances greater than zero for which accountability for collection has not been transferred to COLLECTIONS AGENT or COUNTY. CONTRACTOR shall, at a minimum, provide in a mutually-agreed upon format the following reports to COUNTY Contract Administrator on a monthly basis:
- 21.3.1 Insurance Aging Report: Detailed account listing sorted by insurance provider.
 - 21.3.2 Client Aging Report: All open accounts, both client responsible and insurance responsible, sorted by client.
 - 21.3.3 Balance sheet by AGENCY, with a COUNTY summary.
 - 21.3.4 Unidentified Payments Report: Listing all payments received and not applied to a specific account. The report shall include the date the payment was received, payer name and address, and amount.
 - 21.3.5 Small Balances Report: Listing of all debit and credit balances of \$10.00 or less, accounted for/remitted pursuant to Paragraph 19.2.1 of this Exhibit. The report shall be provided in Excel format and shall include the client name, date of service, balance amount, run number and date referred.
 - 21.3.6 Uncollectible Accounts Report: Listing of all debit and credit balances of \$10.00 or less, accounted for/remitted pursuant to Paragraph 19.2.1 of this Exhibit. The report shall be provided in Excel format and shall include the client name, date of service, balance amount, run number and date referred, utilizing "unknown" for any information not available to CONTRACTOR.

21.4 CONTRACTOR shall provide standard and ad hoc reports as may be requested by COUNTY within reasonable timelines.

21.5 Ambulance Fee Calculation Reports

21.5.1 CONTRACTOR shall, within five business days of a written request from COUNTY, provide reports, in EXCEL format, necessary for ambulance fee calculations. This information shall include, but not be limited the following data summarized for each payer (e.g. Medicare, private insurance, workers compensation, etc) and type of service:

- Number of incidents.
- The initial account balances.
- The amount of any contractual allowances.
- The amount actually received.

21.6 CONTRACTOR will provide legible print copy backup at the request of COUNTY, including but not limited to: itemized statements, information from PCR's as permitted by HIPAA regulations, and account information. Such requests from COUNTY shall be limited to accounts where legal action is taken.

22 Provision of Training

22.1 CONTRACTOR shall provide training as requested by COUNTY Contract Administrator. Trainees may include COUNTY staff, AGENCY staff and/or COUNTY contractors. Training may consist of, but shall not be limited to the following topics:

22.1.1 Accurate and complete data documentation for use in ambulance service billing.

22.1.2 Accurate documentation to ensure maximum allowable billing.

22.2 CONTRACTOR shall provide quarterly training via Webinar for emergency medical technician(s) (EMTs) and COUNTY staff.

23 Participation in Meetings

23.1 CONTRACTOR agrees to participate in meetings with the COUNTY and/or ambulance service contractors, as requested by COUNTY, provided CONTRACTOR receives invitation at least two (2) weeks prior to anticipated date of meeting.

Agreement 134-096-P-E2011, Exhibit B HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the COUNTY, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - (3) disclose PHI as necessary for BA's operations only if:
 - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
 - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
 - (4) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing COUNTY with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by COUNTY.
 - (5) not disclose PHI disclosed to BA by COUNTY not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by COUNTY.
 - (6) de-identify any and all PHI of COUNTY received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from COUNTY, or from another business associate of COUNTY, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by COUNTY to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
 - B. Report to COUNTY within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to COUNTY in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the COUNTY, BA may be required to reimburse the COUNTY for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the COUNTY and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by COUNTY to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
 - A. Provide access, at the request of COUNTY, within five (5) days, to PHI in a Designated Record Set, to the COUNTY, or to an Individual as directed by the COUNTY. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable COUNTY to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from COUNTY, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule

in the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the COUNTY in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the COUNTY, BA agrees to provide to COUNTY information collected in accordance with this section to permit the COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.

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

5. Obligations of COUNTY.

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

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

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

- D. COUNTY shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by COUNTY, except as may be expressly permitted by the Privacy Rule.
- E. COUNTY will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the COUNTY to BA, or created or received by BA on behalf of the COUNTY, is destroyed or returned to the COUNTY, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the COUNTY's knowledge of a material breach by the BA, the COUNTY shall either:
 - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the COUNTY.
 - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the COUNTY shall report the violation to the Secretary.
- C. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of COUNTY, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
 - (2) In the event that the COUNTY determines that returning or destroying the PHI is infeasible, BA shall provide to the COUNTY notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If COUNTY elects destruction of the PHI, BA shall certify in writing to COUNTY that such PHI has been destroyed.

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the COUNTY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "COUNTY") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the COUNTY in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of COUNTY as set forth herein. BA's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the COUNTY herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the COUNTY to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for COUNTY to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

EXHIBIT C - County of El Dorado Ambulance Fee Schedule



RESOLUTION NO. 061-2010
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO
ACTING AS BOARD OF DIRECTORS OF COUNTY SERVICE AREA NO. 3

RESOLUTION TO ADOPT AMBULANCE RATE SCHEDULE FOR
COUNTY SERVICE AREA NO. 3 FOR AMBULANCE SERVICES

WHEREAS, the Board of Directors of County Service Area No. 3 has determined that it is necessary to continue providing advanced life support (ALS) ambulance service within the legal boundaries of County Service Area No. 3; and

WHEREAS, the Board of Directors of County Service Area No. 3 has determined that the patients and users of such ambulance service pay a standardized rate for services to reimburse in part the cost of such ambulance service within County Service Area No. 3; and

WHEREAS, the Board of Directors of County Service Area No. 3 has determined to continue ALS billing county-wide as a matter of policy;

NOW, THEREFORE, BE IT RESOLVED

1. That the Board of Directors of County Service Area No. 3 does hereby adopt, effective June 1, 2010, the Ambulance Rate Schedule attached hereto as Exhibit A for ambulance services within the said County Service Area.
2. That the billing for said services and collections thereof shall be managed by the Ambulance Billing Office of the County of El Dorado.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 24th day of May, 2010 by the following vote of said Board:

Attest:	Ayes: Knight, Sweeney, Nutting, Briggs
Suzanne Allen de Sanchez	Noes: None
Clerk of the Board of Supervisors	Absent: Santiago
By: <u>Marcie MacFarland</u>	<u>Raymond J. Nutting</u>
Deputy Clerk	First Vice-Chairman, Board of Supervisors
	Raymond J. Nutting

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: Marcie MacFarland Date: May 26, 2010
Deputy Clerk

Resolution No. 061-2010

EXHIBIT C - County of El Dorado Ambulance Fee Schedule

Exhibit A COUNTY OF EL DORADO AMBULANCE RATE SCHEDULE

Effective June 1, 2010

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,114
ALS Emergency Base Rate – Nonresident*	\$1,314
ALS Non-Emergency Base Rate ² – Resident	\$1,114
ALS Non-Emergency Base Rate – Nonresident*	\$1,314
ALS Level 2 ³ – Resident	\$1,174
ALS Level 2 – Nonresident*	\$1,374
Mileage	\$24/mile
Facility Waiting Time (per 1/4 hour)	\$205
Oxygen Use	\$87
Standby (Per Hour)	\$152
Critical Care Transport ⁴ – Resident	\$1,648
Critical Care Transport – Nonresident*	\$1,848
Treatment – No Transport ⁵	\$317
Medical Supplies & Drugs ⁶	Market Cost + 15%

- ¹ **ALS Emergency Base Rate:** This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least 0.1 mile from the pick up location.
- ² **ALS Non-Emergency Base Rate:** This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.
- ³ **ALS Level 2:** This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.
- ⁴ **Critical Care Transport:** This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.
- ⁵ **Treatment – No Transport:** This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)
- ⁶ **Medical Supplies & Drugs:** Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.
- * **Nonresident:** \$200 additional charge applies to a patient whose home address includes a city, state or zip code located outside County of El Dorado.

EXHIBIT C - County of El Dorado Ambulance Fee Schedule



**RESOLUTION NO. 062-2010
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO
ACTING AS BOARD OF DIRECTORS OF COUNTY SERVICE AREA NO. 7**

**RESOLUTION TO ADOPT AMBULANCE RATE SCHEDULE FOR
COUNTY SERVICE AREA NO. 7 FOR AMBULANCE SERVICES**

WHEREAS, the Board of Directors of County Service Area No. 7 has determined that it is necessary to continue providing advanced life support (ALS) ambulance service within the legal boundaries of County Service Area No. 7; and

WHEREAS, the Board of Directors of County Service Area No. 7 has determined that the patients and users of such ambulance service pay a standardized rate for services to reimburse in part the cost of such ambulance service within County Service Area No. 7; and

WHEREAS, the Board of Directors of County Service Area No. 7 has determined to continue ALS billing county-wide as a matter of policy;

NOW, THEREFORE, BE IT RESOLVED

1. That the Board of Directors of County Service Area No. 7 does hereby adopt, effective June 1, 2010, the Ambulance Rate Schedule attached hereto as Exhibit A for ambulance services within the said County Service Area.
2. That the billing for said services and collections thereof shall be managed by the Ambulance Billing Office of the County of El Dorado.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 24th day of May, 2010, by the following vote of said Board:

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Ayes: Knight, Sweeney, Nutting, Briggs,
Noes: None
Absent: Santiago

By: Marcie MacFarland Deputy Clerk
Raymond J. Nutting First Vice Chairman, Board of Supervisors
Raymond J. Nutting

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: Marcie MacFarland Deputy Clerk Date: May 26, 2010

Resolution No. 062-2010

EXHIBIT C - County of El Dorado Ambulance Fee Schedule

Exhibit A
**COUNTY OF EL DORADO
 AMBULANCE RATE SCHEDULE**

Effective June 1, 2010

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,114
ALS Emergency Base Rate – Nonresident*	\$1,314
ALS Non-Emergency Base Rate ² – Resident	\$1,114
ALS Non-Emergency Base Rate – Nonresident*	\$1,314
ALS Level 2 ³ – Resident	\$1,174
ALS Level 2 – Nonresident*	\$1,374
Mileage	\$24/mile
Facility Waiting Time (per 1/4 hour)	\$205
Oxygen Use	\$87
Standby (Per Hour)	\$152
Critical Care Transport ⁴ – Resident	\$1,648
Critical Care Transport – Nonresident*	\$1,848
Treatment – No Transport ⁵	\$317
Medical Supplies & Drugs ⁶	Market Cost + 15%

- ¹ **ALS Emergency Base Rate:** This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least 0.1 mile from the pick up location.
- ² **ALS Non-Emergency Base Rate:** This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.
- ³ **ALS Level 2:** This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.
- ⁴ **Critical Care Transport:** This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.
- ⁵ **Treatment – No Transport:** This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)
- ⁶ **Medical Supplies & Drugs:** Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.
- * **Nonresident:** \$200 additional charge applies to a patient whose home address includes a city, state or zip code located outside County of El Dorado.

Exhibit D - Alpine County Ambulance Fee Schedule

**ALPINE COUNTY
AMBULANCE RATE SCHEDULE
(effective January 1, 2008)**

Description	Rate
ALS Emergency Base Rate *	\$1,237
ALS Non-Emergency Base Rate **	\$1,237
ALS Level 2 ***	\$1,791
Critical Care Transport	\$2,118
Services – No Transport ****	\$292
Mileage	\$26/mile
Facility Waiting Time (per 1/4 hour)	N/A
Oxygen Use	\$53
SCT/CCT Nurse Charge	\$138
Medical Supplies & Drugs *****	Cost + 15%

- * **ALS Emergency Base Rate:** This base rate is charged for all ambulance transports in which an emergency Code 3 response (lights and siren) was required, or emergency treatment rendered, or any type of Advanced Life Support procedure was involved.
- ** **ALS Non-Emergency Base Rate:** This base rate is charged for non-emergency transfers which can be scheduled from a private residence, nursing facility, or hospital and not requiring an emergency response.
- *** **ALS Level 2:** This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, intraosseous line.
- **** **Medical Supplies & Drugs:** Medical supplies and drugs are billed in addition to other applicable fees at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.

EXHIBIT E

County of El Dorado
Ambulance Billing Timeframes

Days Past Date of Service	Payment Type									
	Private Pay	Medicare Only	Medicare with One Supplemental Private Health Insurance:	Medi-Cal Only (Excluding Scheduled Transports):	Medicare/Medi-Cal (Excluding Scheduled Transports):	Worker's Compensation:	Third Party Liability:	Private Insurance (No supplemental Insurance):		
15	1st Invoice	1st Invoice	1st Invoice	1st Invoice	1st Invoice	1st Invoice	1st Invoice	1st Invoice to Insurance Company. Patient Courtesy Notice.		
45	Final Notice (10 Days to Pay) Review Action						Final Notice (10 Days to Pay) Review Action	Final Notice to Patient (10 Days to Pay) Review Action		
55										
60		Review claim. Tracer Sent.	Review claim. Tracer Sent.	Review claim. Tracer Sent.	Review claim. Tracer Sent.	Review Action				
60		Denial Received (prompts claim review)	Denial Received (prompts claim review)		Denial Received (prompts claim review)					
70	Referral for Collection.						Referral for Collection	Referral for Collection		
90		2nd Denial (prompt patient billing)	2nd Denial (prompt patient and insurance billing)	2nd Review 2nd Tracer Sent	2nd Denial (prompt billing of Medi-Cal)	Referral for Collection				
110				Review and re-submit claim information						
120		Patient Final Invoice (10 days to pay) Review Action	Final Invoice Patient (10 days to pay) Review Action							
130										
135					Review claim. Tracer Sent					
145		Referral for Collection Enforcement	Referral for Collection Enforcement							
150				Referral for Collection Enforcement						
200					2nd Medi-Cal Denial (prompts a 1st Appeal)					
210					Referral for Collection Enforcement					

Days Represent Elapsed Calendar Days from Date of Service