

AGREEMENT

#534-PHD0606

between

EL DORADO COUNTY

and

WITTMAN ENTERPRISES, LLC

for

AMBULANCE BILLING SERVICES

Amendment I

THIS AMENDMENT I to that AGREEMENT made and entered into on July 1, 2006 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, (hereinafter referred to as “Contractor”);

RECITALS

WHEREAS, County has selected Contractor to perform ambulance billing services required under the original contract, effective July 1, 2006; and

WHEREAS, Consultant has warranted and represented to County that it is fully experienced, competent, and able to provide County with advanced, customized Ambulance Medical Services billing; and

WHEREAS, County has determined that Contractor can efficiently and competently deposit payments received on behalf of the County; and

WHEREAS, County has determined that Contractor can efficiently and competently process refunds to payers on behalf of the County;

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

ARTICLE I – Scope of Services is hereby amended as follows:

Item G shall be replaced in its entirety with the following:

- G. Accurately post all payments and adjustments to patient accounts upon receipt of payment and respond to any and all inquiries, both written and verbal, from County, patient or payer.

Payments will be posted to the proper account within one day of noting the source of that payment. All charges applied to a patient’s account will be retained as a permanent record of that patient’s medical history. Full payments posted that result in a zero balance will require no further action. When a partial payment is made, it will be posted and the balance transferred to the appropriate pay source. Follow-up will be completed by the Customer Service Representative regardless of private or secondary insurance billing. Contractor will provide options for customers to pay outstanding balances via credit card, fund transfers, debit card, checks or cash. Contractor is also encouraged to provide web-based and phone payment options. Contractor will deposit to the County’s designated bank account all gross proceeds collected on its behalf no less than twice weekly.

Item K shall be replaced in its entirety with the following:

- K. Processing of refunds for overpayments from payers.

Contractor shall be responsible for processing all refunds to payers resulting from an overpayment. Contractor will submit a separate invoice to County no less than quarterly for reimbursement of refund payments issued to payers. The invoice shall include: a listing of refunds by patient account, the amount refunded, and a copy of the patient credit report. County shall have 30 days upon receipt of invoice to process payment to Contractor for reimbursement.

ARTICLE V – Compensation for Services is hereby replaced in its entirety with the following:

For services provided herein, County agrees to pay Contractor monthly at the rate of 4.75% of net ambulance billing collections deposited into the County Treasury in a designated account at the close of each month. Parties agree to deduct any refunds made by contractor during the month from gross receivables before calculating payment. A payment will be processed within 30 days after the close of each month. Reconciliation will be performed and provided to the Contractor that includes a summary of all deposits received and refunds made within the aforementioned period.

Requesting Department Concurrence:

By: _____ Dated: _____
Gayle Erbe-Hamlin, Director
Public Health Department

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

James R. Sweeney, Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- CONSULTANT --

Dated: _____

WITTMAN ENTERPRISES, LLC,
A CALIFORNIA CORPORATION

By: _____

Corrine Wittman-Wong, CEO
"Contractor"

By: _____ Dated: _____

Corporate Secretary