

AGREEMENT FOR SERVICES #534-PHD0606
AMENDMENT II

This Amendment II to that Agreement for Services #534-PHD0606, 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 CT, Sacramento, CA 95828*, (hereinafter referred to as "Contractor");

W I T N E S S E T H

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to perform ambulance billing services, in accordance with Agreement for Services #534-PHD0606, dated July 1, 2006, Addendum letter dated July 14, 2006 and Amendment I, dated December 12, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending **Article IV**; and

WHEREAS, the parties hereto have mutually agreed to amend **Articles XII – Notice to Parties** and **Article XIX - Administrator**;

WHEREAS, the parties hereto have mutually agreed to amend and replace **Exhibits A and B**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #534-PHD0606 shall be amended a second time as follows:

I. All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

II. Article IV shall be amended in its entirety to read as follows:

ARTICLE IV

Term: The initial term of this Agreement shall be three years commencing July 1, 2006. County may, in its sole discretion, award Contractor up to two (2) one year extensions of the Agreement.

Effective July 1, 2009, County elects to extend the term of this Agreement through June 30, 2010.

III. Article XII shall be amended in its entirety to read as follows:

ARTICLE XII

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 in duplicate and addressed as follows:

**EL DORADO COUNTY Health Services Department
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, 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: CORRINE WITTMAN-WONG**

Or to such other location as Contractor directs.

IV. Article XIX shall be amended in its entirety to read as follows:

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard Todd, EMS Agency Administrator, Health Services Department – Public Health Division, or successor.

V. Original Exhibit A shall be amended and replaced with amended Exhibit A attached hereto and incorporated herein.

VI. Original Exhibit B shall be amended and replaced with amended Exhibit B attached hereto and incorporated herein.

Except as herein amended, all other parts and sections of that Agreement #534-PHD0606 shall remain unchanged and in full force and effect.


REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 4/29/09
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #534-PHD0606 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: 
Ron Briggs, Chairman
Board of Supervisors
"County"

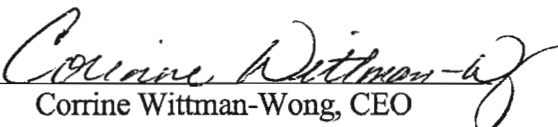
Dated: 6/9/09

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


By: 
Date: 6/9/09
Deputy Clerk

-- CONTRACTOR --

WITTMAN ENTERPRISES, LLC

By: 
Corrine Wittman-Wong, CEO
"Contractor"

Dated: 5-8-09

By: 
Jack Wittman, CFO
Contractor
Walter Imboden, President

Dated: 5-8-09

**2008 EL DORADO COUNTY
AMBULANCE RATE SCHEDULE**

Effective September 1, 2008

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,003
ALS Emergency Base Rate – Nonresident*	\$1,028
ALS Non-Emergency Base Rate ² – Resident	\$1,003
ALS Non-Emergency Base Rate – Nonresident*	\$1,028
ALS Level 2 ³ – Resident	\$1,085
ALS Level 2 – Nonresident*	\$1,110
Mileage	\$23/mile
Facility Waiting Time (per 1/4 hour)	\$194
Oxygen Use	\$87
Standby (Per Hour)	\$144
Critical Care Transport ⁴ – Resident	\$1,560
Critical Care Transport – Nonresident*	\$1,585
Treatment – No Transport ⁵	\$300
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: Charge applies only to a patient whose home address includes a city, state or zip code located outside El Dorado County.

EXHIBIT B
(amended)

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.
- **** Services – 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.)
- ***** 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.

Amendment I

10-0408.C.7

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: _____

Gayle Erbe-Hamlin, Director
Public Health Department

Dated: _____

12/8/06

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: 12/12/06

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

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: Cynthia Johnson Dated: 12/12/06
Deputy Clerk

-- CONSULTANT --

Dated: 12-5-06

By: Corrine Wittman Wong
Corrine Wittman-Wong, CEO
Wittman Enterprises, LLC

Dated: 12-5-06

By: Jack Wittman
Jack Wittman, CFO
Wittman Enterprises, LLC



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director / Dr. Jason Eberhart-Phillips, Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

ADDENDUM LETTER

To Agreement # 534-PHD0606
between
EL DORADO COUNTY and WITTMAN ENTERPRISES, LLC
For Ambulance Billing Services

This addendum letter shall clarify the intent of both parties with regard to Article I, Scope of Services, item G. The County herein authorizes Wittman Enterprises, LLC, to accept on behalf of the County all payments on ambulance billing accounts in the form of cash, check, money order, credit card, or other verifiable means of payment. Wittman shall deposit all proceeds received to the County's Bank of America account #510000859 14893 50167 no less than twice weekly and shall provide County with an itemized verification of all deposits.

Signed,

On behalf of County:

Gayle Erbe-Hamlin, Director
El Dorado County Public Health Department

7/14/06

Date

On behalf of Contractor:

Corrine Wittman-Wong, CEO
Wittman Enterprises, LLC

7-17-06

Date

AGREEMENT

#534-PHD0606

between

EL DORADO COUNTY

and

WITTMAN ENTERPRISES, LLC

for

AMBULANCE BILLING SERVICES

THIS AGREEMENT made and entered 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 determined that it is necessary to obtain a Contractor to provide Ambulance Billing Services; and made a Request for Proposals, #06-946-111 dated March 13, 2006, attached herein and incorporated by reference as though fully set forth; **WHEREAS**, County has selected Contractor to perform the services required hereunder based upon Contractor's response, dated April 10, 2006, to County's Request for Proposal (hereinafter referred to as "RFP Response") said RFP Response attached hereto and incorporated by reference as though fully set forth ; and

WHEREAS, in its RFP Response, 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 be fully operational within the County's specified implementation timeline, and County relies on said warranties and representations contained in Consultant's RFP Response; 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 regulations; and

WHEREAS, Contractor is not required to provide bad debt recovery services directly under the scope of this Agreement; and

WHEREAS, County will at its sole discretion provide or designate a bad debt recovery service; and

WHEREAS, County has determined that the provisions of these services provided by Contractor are 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 El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Contractor agrees to furnish all personnel and services necessary to:

- A. Retrieve "Patient Care Reports" (PCRs) and other billing related forms directly from all transporting field providers within 48 hours of date of service

County can designate retrieval at no extra cost by any of the following means: Internet retrieval via scanning and email, UPS, FEDEX, or Courier; all methods are offered at no extra cost to the County.

- B. Verify and enter PCR data into Contractor's computerized billing system within 48 hours of receipt.

Upon receipt, PCRs will be date stamped, counted in double custody, and the number received verified. All PCRs will then be sent to the Data Entry Production Department where they will be reviewed for completeness and coded with the appropriate level of service, payer and patient condition within 48 hours of receipt. PCRs that have social security numbers will be checked for Medi-Cal eligibility by using the Medi-Cal online verification system and billed out immediately. Patient accounts with private insurance information will be billed out immediately. If insurance information is not available then the patient's account will be set up for private billing. A phone call to that patient will be made also within 72 hours of receipt of the PCR.

- C. Calculate applicable charges according to the current ambulance rate schedule approved by either El Dorado County or Alpine County (Exhibits A and B respectively), depending upon location of service.

Contractor's billing system shall set up "zones" that can be used to track and report transports from each agency. Additionally, charges will be identified on an individual

basis and associated to a specific agency when added to Contractor's system during the initial set up with the County.

D. Research addresses, guarantors, payment sources and charges.

Contractor will process billing forms as needed to fulfill the requirements and intent of this Agreement and have a variety of processes and resources in place to follow-up on accounts that have inadequate billing information. These resources should include but not be limited to:

- Use of Zip Code/Street directories for obtaining missing/incomplete addresses
- Use of Accurint.Com for tracing mail returns
- Contacting EMS Division to locate missing information from Run Reports
- Contacting receiving hospital for missing/incomplete billing information
- Contacting patient's family members for billing or insurance information
- Mailing inquiry forms to the patient.

If needed, Contractor will request the following information from the County's receiving hospitals.

- Insurance information including billing address, phone numbers, and member or subscriber number:
- Medicare or Medi-Cal/Medicaid information including – social security numbers and date of birth
- Current address, phone number and employer information for the patient,
- Alternate contacts or nearest relative's address or phone number

Information can be requested via email, fax or phone call to the financial office of the hospital or skilled nursing facility. Contractor shall establish contacts and work out on an individual basis the best way to retrieve patient demographics. If no information is received, accounts will be handled in accordance with the County's guidelines.

E. Set up accounts and submit bills via paper or electronic media as appropriate to patients, Medi-Cal, Medicare, private insurance and all other appropriate payers.

Contractor will customize the private bill schedule to reflect the County's needs. These billing schedules shall work in conjunction with Contractor's billing program that tracks accounts receivable and assigns them to a Customer Service Representative for making follow up calls.

Contractor's invoices shall contain fields for specialized messages and payment instructions. Contractor will fulfill any of the County's specialized letter or message

requirements. In addition to the above mailings, Contractor will provide their Customer Service Representatives letters appropriate to each collection situation. As part of follow-up, these letters can be scheduled to address a particular circumstance. Contractor's computer program shall have fields filled with next of kin information, as well as employer data, so that reaching the patient or family members for additional information will be successful.

Contractor's first call to a private account will occur immediately after data entry of the incident into the system. Contractor shall determine if the patient has insurance or any special circumstances that will make it difficult to pay the bill in a reasonable amount of time.

Contractor's follow-up procedures used to elicit payment will include a data file established for each patient from which information regarding the transport, billing and payment can be recorded and retrieved, and patient information can be updated. Patient accounts will be referenced by name, date of service, incident and run number, social security number, and insurance identification numbers.

Contractor shall bill Medicare and Medi-Cal/Medicaid patients electronically

When Contractor receives a trip indicating Medicare or Medi-Cal/Medicaid coverage, Contractor will verify this information through electronic verification systems in order to be certain of billing correctly the first time. These claims will be transmitted daily using ANSI, the format set forth under the HIPAA requirements.

Contractor shall verify with phone calls all insurance information provided at the time of input. On-line access to insurance companies will be utilized where offered. Contractor's Customer Service Representatives, in the event of incorrect insurance information, will contact hospitals, and if necessary, the patient for the corrections to that information. Contractor will electronically bill all qualified primary and secondary insurance sources, workers' compensation, health maintenance organizations, third party liability, benefit programs, and self-insurance programs. Patients who do not qualify will be billed on paper. Contractor will appeal, when indicated and demand payment, with interest when applicable, from non-compliant insurance companies.

Contractor shall understand the applicable sections of the Knox Keene Act, Insurance codes, and Health and Safety codes, and will quote them when demanding payment from insurance.

F. Trace, follow up and resubmit returned mail or unpaid claims.

Contractor will follow up on all accounts insuring the maximum legal reimbursement for County. Medicare and Medi-Cal/Medicaid claims, if denied, shall be appealed

automatically, insurance companies will be challenged when claims are denied or underpaid.

Follow-up procedures used to elicit payment include a data file established for each patient from which information regarding the transport, billing and payment will be recorded and retrieved, and patient information will be updated accordingly.

Contractor's billing system, shall allow for a clear and traceable audit trail for initial contact verification, billing notification and phone contact by Customer Service. 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.

Contractor's Medicare and Medi-Cal/Medicaid Specialists will process all denials and appeals. These specialists shall receive extensive training in all aspects of Medicare and Medi-Cal billing. They will be versed in federal and state law and in the implementation of the fee schedule. Secondary insurance or private balance billing will occur immediately upon posting of Medicare payments. Follow-up will occur as required based on the secondary source until full adjudication is resolved.

Contractor shall process "crossover" claims with multiple coverage and send additional notices as necessary.

- G. Accurately post all payments and adjustments to patient accounts upon receipt of payment or remittance advice from the County 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. For example a Medicare payment will be posted with the appropriate write downs and the patient's remaining 20% responsibility transferred for billing to the secondary insurance or to private billing directly to the patient. Follow-up will be completed by the Customer Service Representative regardless of private or secondary insurance billing.

- H. Maintain access to legal counsel.

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

- I. Maintain and preserve all books, records, data, and other related and relevant documentation including any agreement issued as a result of this contract.

Contractor will retain all records on site for seven years. Patient Care Reports will be stored on paper in a filing system that insures easy retrieval of information for a variety of purposes including requests for information by attorneys. Electronic PCRs will be stored as PDF files for easy retrieval. All computer-generated information will be available to access at any given moment. Contractor further agrees to maintain records for County a minimum of four years after the expiration of any agreement issued as a result of this RFP.

- J. Provide standard reports and ad hoc reports as may be requested by County within reasonable timeframes.

Contractor will provide financial reports of all billing pursuant to Generally Accepted Accounting Principles on a monthly, quarterly, and annual basis, or as requested by the County. Ad hoc reports can be provided at a moments notice. Reports will be detailed and easy to read. Reports shall be provided hard copy, emailed, or available on Contractor's website for retrieval.

- K. Collect and disseminate to County all necessary documentation regarding overpayments.

Contractor shall submit all necessary documentation to the County for refund of an overpayment on an account. County will process all refund requests and make payments directly to payers. Contractor will provide the County with detailed reports and documentation as to any refund request.

- L. Maintain Government Payer Compliance and perform Rate/Reimbursement Analysis when requested by County.

Contractor shall maintain a high level of proficiency in government payer regulation compliance and perform rate and reimbursement analysis. Contractor will maintain complete compliance with all government payers. Contractor's Medicare compliance program will be updated on a regular basis to comply with current law. Contractor will ensure compliance with local and state laws by continually educating itself as to any differences that may apply.

Contractor shall provide at the request of the County a thorough and complete rate and reimbursement analysis for Medicare fee schedule implementation plan.

Contractor shall assist County with periodically setting new ambulance rates in order to maximize revenues and with identifying new revenue opportunities. Contractor will assist the County in keeping charge data current by supplying rates from a wide variety of providers spanning over 6 nearby counties along with providing recommendations.

- M. Meet the customer service needs of the patients and clients it serves.

Contractor shall meet customer needs including, but not be limited to: provision of toll-free telephone lines in adequate numbers to accommodate billing inquiry calls during normal business hours, and voicemail options for calls received after business hours. Provide language support services as appropriate for non-English speaking customers. Customer Service Representatives will be available 8:00 am to 4:30 pm. 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. Email addresses shall be provided also for more convenient correspondence.

N. Comply with Local, State and Federal Laws.

Contractor shall comply with all local, State and federal laws related to medical billing and patient privacy. Contractor shall maintain complete State, Federal, CMS, and HIPAA regulation compliance. Contractor shall sign HIPAA Business Associate Agreement concurrent with executing this Agreement. Contractor shall perform internal audits to insure that Contractor billing service remains in complete compliance. Along with those audits, Contractor's Supervisors shall perform spot audits on all employees to insure their understanding and, therefore, their compliance with all local, state and federal laws. Contractor shall ensure compliance with these laws by continually educating itself as to any differences that may apply. Contractor shall abide by any applicable ordinances of the County.

O. Provide training to County and ambulance provider staff when requested.

Contractor shall provide training as requested to County and ambulance provider staff. Contractor agrees that, when requested, it will provide revenue enhancement training for the County or Ambulance Staff. Contractor will offer documentation training for field personnel.

P. Comply with all prevailing HIPAA laws and regulations.

Contractor shall designate Privacy and Security Officers who will ensure that all HIPAA policies involving privacy and security are followed. Contractor shall provide access to internet resources for continuing education with regard to any changes that may develop with HIPAA law. Contractor shall secure Protected Health Information per HIPAA requirements at the close of each business day

Contractor will sign and comply with all provisions of the HIPAA Business Associate Agreement (Exhibit C) hereto attached.

ARTICLE II

Bad Debt Revenue Recovery: Contractor agrees that:

- A. Upon determination that Contractor's billing efforts are exhausted, and within timeframes established by Board of Supervisor's Policy B-4, Contractor will transfer all necessary documents electronically to County's Office of the Treasurer/Tax Collector Revenue Recovery Division or other collection agent as designated by the County via mutually-acceptable means.
- B. Contractor will not be required to provide backup hard copy documents except for accounts where legal action is being taken. For those accounts, Contractor will provide at the request of the Revenue Recovery Division or other County designated collection agent legible hard copies including, but not limited to: itemized statements, information from patient care reports as permitted by HIPAA, and transport information.
- C. Contractor will re-bill insurance when notified by the Revenue Recovery Division or other County designated collection agent that they have found corrected or additional information at no additional charge.

ARTICLE III

Transition Period: During the initial six months of the contract, at no extra cost to the County, Contractor agrees to:

- A. Maintain processing all existing accounts in the County's Amazon® ambulance billing database by accessing the County's billing server via a dedicated T-1 network connection to be provided by the County. Any new accounts pending but not yet entered into the Amazon® database will be entered into Contractor's billing database for processing.
- B. Work directly with Revenue Recovery Division to establish procedures for the electronic transfer of bad debt accounts for further collections efforts pursuant to ARTICLE II above.
- C. Establish a direct and effective working relationship with all County's contract ambulance provider agencies.
- D. Provide at least one training directly to contract ambulance provider agencies to insure prompt, accurate and complete transfer of patient billing data.
- E. At Contractor's option, deploy one or more billing employees to work in County offices on a space available basis. Contractor will be responsible for the direct costs for phones and computers, or any approved modifications to the workspace. Contractor will be responsible for all liability associated with its employee(s) operating on County property.

ARTICLE IV

Term: The initial term of this Agreement shall be three years commencing July 1, 2006. County may, in its sole discretion, award Contractor up to two (2) one year extensions of the Agreement.

ARTICLE V

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly at the rate of 4.75% of ambulance billings received and deposited into the County Treasury in a designated account at the close of each month minus any refunds paid out by County in that period. 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 and refunds received and paid within the aforementioned period.

ARTICLE VI

Changes to Agreement: 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.

ARTICLE VII

Contractor to County: It is understood that the services provided 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 VIII

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 provided, in whole or in part, to any other person or entity without prior written consent of County. County herein approves Contractor's use of an existing subcontractor for the purpose of printing and mailing ambulance billing statements.

ARTICLE IX

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 subcontractor(s), if any are authorized herein, as they relate to services to be provided 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 X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County 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. Notwithstanding any other provision of this Agreement, County shall pay to consultant all fees and costs due and owing to consultant on or before the effective date of such notice.

ARTICLE XI

Default, Termination and Cancellation:

- A. **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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. 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.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. 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. 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. 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.
- E. Contractor may terminate or cancel this Agreement upon written notice to the County. The effective date will be no less than one hundred twenty (120) days from the date of notification. Contractor agrees to cooperate with County during transition including but not limited to the transfer of account, data, files and archived material back to County or new contract billing service.

ARTICLE XII

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 in duplicate and addressed as follows:

El Dorado County Public Health Department
931 Spring Street
Placerville, CA 95667
ATTN: Gayle Erbe-Hamlin

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: Corrine Wittman-Wong

or to such other location as the Contractor directs.

ARTICLE XIII

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) or 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 XIV

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. 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 \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. 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.
- G. 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 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.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. 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 all liability policies except worker's compensation and professional liability insurance policies.
- I. 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 in excess of the Contractor's insurance and shall not contribute with it.
- J. 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.
- K. 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.
- L. 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.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. 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.

- O. 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 protection of the County.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided 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 XVI

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 XVII

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, certify 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 XVIII

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 XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director, Public Health Department, or successor.

ARTICLE XX

County Systems and Network Security: County shall establish a dedicated T-1 line for the Contractor's interface to the County's Amazon Billing System. The parties hereto acknowledge

and anticipate that Contractor shall not need or require any other access to County's computer network system in order to perform its obligations under this Agreement. The parties hereto acknowledge and anticipate that Consultant shall not need or require access to County's computer network system in order to perform its obligations under this Agreement. At all times during the term of this Agreement, Consultant shall use reasonable commercial efforts to provide all services, and use all resources related thereto, in a secure manner and in accordance with the County's security requirements, including reasonable measures for the prevention and detection of fraud, abuse or other inappropriate use or access of County's systems and networks by all appropriate means. All Consultant and Consultant's personnel including the personnel of Consultant's subcontractors shall be subject to and shall at all times conform to all state and federal laws, rules and requirements for the protection of County's premises and personnel.

ARTICLE XXI

Examination and Audit: Consultant shall keep records with regard to this Agreement in accordance with sound accounting principles, including records that track the amount billed for County and the amount of funds received from patients, and such other records as will facilitate an effective audit. Consultant agrees that County, its authorized representatives, and the State of California and its authorized representatives, shall have access to and shall be entitled to review and copy Consultant's financial records, books, papers, and other records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of seven (7) years after billing. Consultant agrees to allow access during normal business hours and to allow interviews of any employees or representatives who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State of California to audit records and interview staff related to the performance of this Agreement.

ARTICLE XXII

Survival: The provisions of this Agreement, Articles XIII, XIV, XXI, XXIII, and XXVIII shall survive the expiration or termination of this Agreement.

ARTICLE XXIII

Confidentiality of Records:

- A. Contractor agrees to comply and require its employees to comply with the provisions of Title 22, California Code of Regulations, Section 51009, and Welfare and Institutions Code, Section 14100.2, to assure that all records concerning an individual made or kept by the Contractor in connection with this Agreement shall not be open to examination for any purpose not directly connected with the administration of the services being provided by this Agreement.
- B. No person will publish or disclose, or use or permit or cause to be published, disclosed, or used any confidential information pertaining to an application or recipient.

C. Contractor shall inform all of its officers, employees, agents, subcontractors and partners of the above provisions and that any person knowingly and intentionally violating the said provisions of state law is guilty of a misdemeanor.

ARTICLE XXIV

Order of Preference: Each of the items listed below is by reference hereby incorporated into this Agreement. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving preference in the following order:

- (i) Applicable Federal and State of California statutes, regulations and certification requirements;
- (ii) This Agreement and its exhibits;
- (iii) County Request for Proposal ;
- (iv) Consultant's RFP Response
- (v) Any other provision, term or material incorporated herein by reference.

ARTICLE XXV

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 XXVI

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 XXXVII

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

ARTICLE XXVIII

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 Concurrence:

By: Gayle Erbe-Hamlin Dated: 6/27/06
Gayle Erbe-Hamlin, Director
Public Health Department

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

-- COUNTY OF EL DORADO --

Dated: 6/27/06

By: Jack R. Sweeney
Jack R. Sweeney, Chair
Board of Supervisors
"County"

ATTEST:
Cindy Keck,
Clerk of the Board of Supervisors

By: [Signature] Dated: 6/27/06
Deputy Clerk

-- CONSULTANT --

Dated: 6

WITTMAN ENTERPRISES, LLC,
A CALIFORNIA CORPORATION

By: Corrine Wittman-Wong
Corrine Wittman-Wong, CEO
"Contractor"

By: _____ Dated: _____
Corporate Secretary

2006
EL DORADO COUNTY
AMBULANCE RATE SCHEDULE

Effective July 1, 2006

Description	Rate
ALS Emergency Base Rate *	\$752
ALS Non-Emergency Base Rate **	\$752
ALS Level 2 ***	\$1,089
Mileage	Market Rate
Facility Waiting Time (per 1/4 hour)	\$175
Oxygen Use	Market Rate
Standby (Per Hour)	\$129
Critical Care Transport	\$1,287
Medical Supplies & Drugs ****	Market 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 and 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, and 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.

**ALPINE COUNTY
AMBULANCE RATE SCHEDULE**

Effective September 1, 2005

Description	Rate
ALS Emergency Base Rate *	\$1,167
ALS Non-Emergency Base Rate **	\$1,167
ALS Level 2 ***	\$1,690
Mileage	\$26/mile
Facility Waiting Time (per 1/4 hour)	N/A
Oxygen Use	\$50
Standby (Per Hour)	N/A
Critical Care Transport	\$1,998
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, and 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.

HIPAA Business Associate Agreement

This HIPAA 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 entered into the Underlying Agreement pursuant to which Contractor 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 made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the “Privacy and Security Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; 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); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

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 Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - 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, Contractor 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 Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) 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.
 - (4) not disclose PHI disclosed to Contractor 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.
 - (5) de-identify any and all PHI of County received by Contractor 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. Contractor 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 Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.

- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
 - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
 - G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor 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.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, 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.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's

compliance with the Privacy Rule, subject to any applicable legal restrictions.

- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor 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 Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor 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 Contractor 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 Contractor, or created or received by Contractor 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 Contractor, the County shall either:

- (1) Provide Notice and a 10-day opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
- (2) Immediately terminate this Agreement if the Contractor 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 Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
- (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor 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 from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to 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 arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor 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 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 in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their 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 Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor 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 Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

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 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

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.



**COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY**

Subject:	Policy Number
COLLECTIONS – RECOVERY OF PUBLIC FUNDS	B-4
	Date Adopted: Revised Date:
	12/13/1988 09/24/2002

1. **BACKGROUND:**

The Board of Supervisors recognizes Article XVI, Section 6 of the California Constitution prohibits a gift of public money or a thing of value to another governmental entity, private individual or association, and that all property held under the County’s care and control is in trust for the people of the State of California.

The Board further recognizes, as part of the County’s fiduciary duty to safeguard the property and monies held in public trust, the importance that the County enforces just and legal obligations by efficient collection practices within its departments.

It is also recognized that equity and practicality are important factors depending upon the circumstances of a given matter, and collections efforts made without concern to these aspects may result in expending additional public funds in an uneconomical or unjust manner.

In view of the foregoing concerns, the Board of Supervisors adopts the following policy guidelines regarding collection of just and due obligations for services or assistance rendered by the County.

2. **POLICY:**

RECOVERY OF PUBLIC FUNDS

1. **Priority**

Collection of just and legal obligations and debts owing the County is a high priority concern to the Board of Supervisors. Departments and officers of the County are to prioritize collection of any obligations within their department according to this policy.

2. **Scope of Policy**

This policy shall apply to collections for all services and/or assistance provided by County employees or officers, except for state or federally regulated assistance programs, such as Aid to Families With Dependent Children (AFDC) and Food Stamp programs, or such other debts or obligations for which a specified collection procedure exists under state, federal or local laws, statutes or regulations. Community Service Areas (CSA) Nos. 3 and 7 ambulance service debts shall be processed as set forth in Paragraph 4.

This policy supersedes all County policies, procedures or regulations which conflict with the policy expressed herein.

This policy expressly does not supersede those debts and obligations for which a collection procedure is otherwise specified by law, for example, the billing and collection of real property taxes or the course of action required in the event of non-payment.

3. Billing and Timely Referral for Collection Action

- a. Departments are directed to bill the recipient of any services or monies for which an obligation to repay the County is incurred as soon as possible or within thirty (30) days from the date such services or monies are provided.
- b. If not paid within thirty (30) days from the initial billing, a second billing, which indicates in bold type it is the second billing and requests immediate payment, should be prepared and sent out.
- c. If not paid within sixty (60) days from the date of providing County services, the department shall refer the case to the County Counsel for legal proceedings to enforce the obligations.

4. CSA Nos. 3 and 7 Ambulance Billing

Due to the complex nature of the Health Care Industry and associated billing for related services, the Ambulance Billing Department utilizes a claims processing procedure based upon the patient's payer type. Each payer type requires a unique claims process and time frame. When patient's contract with a combination of payer types, the claims process must be extended to accommodate a claim submission to each payer and a prescribed amount of time for repayment.

Therefore, the following policy establishes guidelines that will address the billing process, collections and bad debts for the CSA #3 and CSA #7 Ambulance Billing Department.

A. Major Payer Types

The following are recognized as the major payer types for ambulance services:

1. Patient (Uninsured)
2. Medicare
3. Medi-Cal
4. Private Health Insurance
5. Worker's Compensation (work related injuries)
6. Third Party Liability (auto accidents)

It is important to note that patient's may present many combinations of payer types (combinations of Medicare, Medi-Cal, Private Insurance, Worker's Compensation and Third Party Liability, i.e., auto insurance). Although specific rules apply to identify the primary payer when multiple insurance carriers are presented failure to identify the correct primary payer will extend the billing process; additionally, the number of insurance carriers presented will have a direct bearing on the billing time-frame.

B. Billing and Timely Referral for Collection Action

1. Ambulance Billing is directed to bill the recipient of ambulance services for which an obligation to repay the County is incurred as soon as possible or within fifteen (15) days of the date of service.
2. Subsequent billings and referral for collection enforcement care guidelines based on the various payer types and as follows:

Patient Payer:

1st Invoice	15 days
Final Invoice (10 days to pay)	45 days
Review Action	55 days
Referral for Collection Enforcement	70 days

Medicare Only Payer:

1st Invoice	15 days
Review claim - Tracer Sent	60 days
Denial Received (prompts review)	60 days (est)
2nd Denial (prompt patient billing)	90 days (est)
Patient Final Invoice (10 days to pay)	120 days
Review Action	130 days
Referral for Collection Enforcement	145 days

(Ambulance billing is authorized to write-down that amount over and above the Medicare allowable amount for covered benefits if Medicare pays)

Medicare with One Supplemental Private Health Insurance:

1st Invoice	15 days
Review claim - Tracer Sent	60 days
Denial received (prompt a claim review)	60 days
2nd Denial (prompts billing to patient & insurance)	90 days (est)
Final Invoice Patient (10 days to pay)	120 days
Review Action	130 days
Referral for Collection Enforcement	145 days

Medi-Cal Only (Excluding Scheduled Transports):

1st Invoice	15 days
Review claim - Tracer Sent	60 days
2nd Review, send a 2nd Tracer	90 days
Review and re-submit claim information	110 days
Referral for Collection Enforcement	150 days

If patient has a Medi-Cal share of cost (SOC-a specified amount for which the patient is financially responsible each month), billing will transfer to a patient pay account until the SOC is paid and will then revert back to a Medi-Cal billing.

If patient has no SOC, Medi-Cal only patients cannot be billed unless the service is deemed not medically necessary by Medi-Cal; the patient then becomes responsible for all costs incurred. If Medi-Cal pays, Ambulance billing is authorized to administratively write-off the amount over and above the Medi-Cal allowable amount. This claim cannot be referred for collection enforcement unless the service is deemed not medically necessary at which time the patient becomes financially responsible.

Scheduled transports for Medi-Cal patients require an approved Treatment Authorization Request Form prior to submitting the initial invoice. This process may add up to thirty (30) additional days to the billing process.

Medicare/Medi-Cal (Excluding Scheduled Transports):

1st Invoice to Medicare	15 days
Review claim and sent a Tracer	60 days
Denial received (prompts claim review)	60 days (est)
2nd Denial (prompts billing of Medi-Cal)	90 days
Review claim and send a Tracer	135 days
2nd Medi-Cal Denial (prompts a 1st Appeal)	200 days
If denied, forward to Claims Rec. Serv.	
Referred Bad Debt	210 days

If patient has a Medi-Cal share of cost (SOC) billing will transfer to a patient pay account until the SOC is paid and will then revert back to a Medi-Cal billing.

If patient has no SOC, patient cannot be billed unless the service is deemed not medically necessary by Medi-Cal; the patient then becomes responsible for all costs incurred. If Medi-Cal pays, Ambulance billing is authorized to administratively write-off the amount over and above the Medi-Cal allowable amount.

If Medi-Cal pays on the claim and the payment is more than Medi-Cal will allow, Ambulance Billing is authorized to administratively write-off the Medi-Cal uncollected balance.

Worker's Compensation:

1st Invoice	15 days
Review Action	60 days
Referral for Collection Enforcement	90 days

(Collection Enforcement is initiated only when a determination has been made that the services did not result from a work related injury.)

Worker's Compensation has sixty (60) days to approve or deny a claim. A Worker's Compensation denial will transfer the billing process to a third party payment type (employer). The patient cannot be billed until both the employer and Worker's Compensation have both denied the claim as a non-industrial related injury (follows and appeal process).

Third Party Liability:

1st Invoice to Insurance or Patient	15 days
Final Patient Invoice (10 days to pay)	45 days
Review Action	55 days
Referral for Collection Enforcement	70 days

Patients must resolve litigation matters (i.e., auto accidents) outside of this billing process as such legal action may take years to settle. The patient will be held responsible for payment.

Private Insurance (No supplemental Insurance):

1st Invoice to Insurance Company	15 days
Patient Courtesy Notice of Insurance Billing	15 days
Final Notice (Patient)	45 days
Review Action	55 days
Referral for Collection Enforcement	70 days

If the patient has supplemental insurance, the time-frame for processing this type of claim must be multiplied by the number of supplemental insurance carriers.

C. Periodic Payment Agreements:

Periodic payment agreements shall be based upon a written agreement providing for the entire debt to be paid within twelve 12 months from the date of provision of services. A failure of a debtor to make two (2) periodic payments under a repayment agreement, either consecutive or intermittent, is to be referred for collection enforcement. At the conclusion of twelve (12) months from the date of service, if the entire debt is not paid, the account will be referred for collection enforcement.

5. Standardized Referral Forms

Due to the increasing volume of collection matters, all departments shall utilize standardized referral forms, lien forms and repayment agreements approved by County Counsel unless otherwise required by state or federal regulation. The applicable forms should be filled out completely concerning any matter to be referred for collection.

6. Liens

Department shall ensure that lien forms should include a date of birth and driver's license number in addition to the Social Security number. The name and signature on the lien form should be typed and include the full and complete name, be legible, and include a middle name, if applicable.

7. Notice of Bankruptcy

Any department receiving oral or written notice that a debtor of the County has filed an action or proceeding in bankruptcy of any type should immediately refer the case to County Counsel and seek advice since federal bankruptcy law usually imposes an automatic stay upon further collection efforts unless an exception to the stay provision is obtained.

8. Periodic Payment Agreements

Unless otherwise provided for or required by law, no periodic payment agreements for obligations or debts owed the County shall be entered into by a department or County officer without review and approval as to form by County Counsel. Repayment agreements unless otherwise provided for by law or a previously approved agreement, should be based upon repayment with a twelve (12) month period from the date of provision of services or assistance by the County. A failure of a debtor to make two (2) periodic payments under a repayment agreement, either consecutive or intermittent, is to be referred for collection enforcement. Further reinstatement upon a periodic repayment agreement shall be in the discretion of and upon such terms and conditions as may be required by the Collections Officer.

9. Implementation

Each department to the extent permitted by law shall review its internal policies and practices to ensure consistency with this policy and to avoid further services or assistance to those currently owing repayment or in default of an obligation to the County.

10. Rates, Fees and Charges

Obligations shall be calculated at the rates, fees and charges established by law or by Board of Supervisors action at the time the obligation was/is incurred. Collection of the full amount of legal obligations shall be accomplished to the greatest extent practicable, taking into account the totality of circumstances relating to any particular case, including but not limited to, practicality of enforcement and the best interests to the public. For matters in litigation or pending litigation, County Counsel shall have authority to resolve any collection matter less than twenty-five thousand dollars (\$25,000.00) upon determination that such action is in the best interests of the public.

11. Joint and Several Obligations

It shall be the County policy that obligations imposed by law as "joint and several" shall be enforced accordingly, i.e., where the law specified one or more parties

are responsible for payment of an obligation, no "splitting" is to be utilized and the debt is to be enforced fully against each and every party until paid.

12. Probation "In Re Gerald C" Matters

- a. For purposes of collection of charges arising out of juvenile matters pursuant to Welfare and Institutions Code Section 900, et seq., where no court order has been entered, the County Administrative policy shall be to adopt the statute of limitations period for those matters where the obligation is founded upon statute, i.e., three (3) years, or as may otherwise be provided for by law. Collection of matters for which enforcement is barred by the applicable statute of limitations should be administratively discharged by the department.
- b. Unless otherwise provided for by law or this policy, the rate used to calculate the amount obligated to be repaid by responsible parties shall be that rate established and in effect at the time the obligation is incurred. For matters which have proceeded to judgment, the judgment amount together with any additional charges or fees is the amount of the obligation. For matters which are in litigation or pending litigation, the established rate may be adjusted to conform to law or the sufficiency of proof.

13. Welfare

Prior to referral of cases for reimbursement of County General Assistance (GA) administered by the County Welfare Department, the Welfare Department shall determine whether the recipient possesses sufficient assets so as to give rise to a County claim for reimbursement. Prior to referral, the Department shall also make written demand for repayment upon the recipient and report the response of its demand by the recipient as part of the referral.

14. Discharge of Debt – Write-Offs

Absent a judgment or written agreement between the County and a debtor to the contrary, payments shall be credited as to debts first incurred and legally enforceable and thereafter to subsequent obligations accrued against a debtor.

After consultation and concurrence with County Counsel, a department may determine that a recipient of aid services or assistance rendered by County is unable to provide reimbursement and prepare for Board of Supervisors a resolution discharging those particular cases or debts. The County Counsel through its Collections Officer may develop and implement guidelines to be applied on a case by case basis for determining whether prosecution of a collection action would result in an uneconomical expenditure of additional public funds.

For all matters involving actual or potential collection litigation and debt amounts less than twenty-five thousand dollars (\$25,000.00), County Counsel shall have authority to proceed or not proceed with litigation or compromise and discharge/release the debt.

Primary Department: Office of the County Counsel

References: California Constitution Article XVI



June 27, 2006

County of El Dorado
Board of Supervisors

RE: Agreement #534-PHD0606, Ambulance Billing Services

As the Secretary of Wittman Enterprises, Limited Liability Company, I am writing this letter to confirm that Corinne Wittman-Wong, our Chief Executive Officer has the authority to commit Wittman Enterprises, LLC to perform EMS billing services in contractual agreements.

Sincerely,

Jack Wittman
Secretary, CFO