**THIS AGREEMENT** is 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 11093 Sun Center Drive, Rancho Cordova, CA 95670 and whose Agent for Service of Process is Jon Reise, Esquire, Signature Law Group, 3400 Bradshaw Road Ste, A-4A, Sacramento, CA 95827, (hereinafter referred to as "Contractor");

#### **R E CIT ALS**

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

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

**WHEREAS**, concurrently with entering into this Agreement that parties are also entering into the HIPAA Business Associate Agreement ("HIPAA Agreement"); and

**WHEREAS**, this Agreement is the "UNDERLYING Agreement" as defined by and referenced in the HIPAA Agreement; and

**WHEREAS**, Contractor and County acknowledge and agree that Contractor will supersede Advance Data Processing, Inc., a subsidiary of Intermedix Corporation, as the County's ambulance billing contractor and as such, there will be a transition from the current ambulance billing contractor to Contractor; and

**WHEREAS**, Contractor and County each commit to working in the best interest of the County to transition both new and existing billings to the new Contractor. Transfer of existing billings will proceed as described in "SCOPE OF WORK" and may be charged at a different rate than new billings, depending on the volume and viability of existing billing accounts and;

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

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by 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 shall provide ambulance billing services to process and collects fees and issue refunds for services provided by County's contracted ambulance service operators and providers (Agency or Agencies). The Agencies currently under contract for ambulance services include California Tahoe Emergency Services Operations Authority (CALTahoe), North Tahoe Fire Protection District, and El Dorado County Emergency Services Authority.

The Agencies are responsible for the completion of electronic Prehospital Care Reports ("ePCR") which indicate the services provided. ePCR Processing standards and timelines shall be based upon applicable rules, regulations and industry standards. County will make every effort to submit the ePCR to the Contractor within forty-eight (48) hours from time of Agency completion of the ePCR.

A. **Contractor Responsibilities:** Contractor agrees to furnish the personnel and equipment necessary to perform accurate and timely billing for ambulance services as outlined below and in Exhibit A marked "Request of Qualifications Response: EMS Billing and Collection Services" attached hereto and incorporated by reference herein.

All services provided pursuant to this Agreement shall also be subject to the terms and conditions of Exhibit B marked "HIPAA Agreement". To the extent there is any ambiguity between the provisions of this Agreement and the HIPAA Agreement, any ambiguity shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally, as set forth in Section 11 of the HIPAA Agreement.

- 1. **Distribution of Revenues to Appropriate Profit Center:** Contractor's billing system shall contain sufficient detail to categorize billings pursuant to multiple categories (Revenue Distribution Categories) as provided by County.
  - a. County shall advise Contractor, in writing, of any changes to the Revenue Distribution Categories, at least fifteen (15) days prior to implementation.
  - b. Contractor shall provide reporting with sufficient detail to track and report accounts from each Agency submitting PCRs under this Agreement.
    - i. An account is created for each ambulance run. Account information includes, but is not limited to: the ambulance run number, the specific services performed, fees imposed for each service, date of service, Agency performing the service, applicable insurance providers, payments made and by whom, monetary adjustments, balance due, contact history, and any Customer Service Representative notes.
  - c. Charges will be determined on a per event basis, and assigned to a specific Profit Center solely for accounting and tracking purposes.
  - d. Contractor shall provide the flexibility to maintain any prior Revenue Distribution structure concurrently with the current Revenue Distribution structure if required to do so by County.
  - 2. **Ambulance Services Fees:** Contractor shall maintain a table-driven process for recording ambulance fees according to the Ambulance Fee Schedule provided by

County. Contractor shall be able to concurrently process multiple fees based on multiple implementation dates and end dates.

- a. The current Ambulance Fee Schedule is attached hereto as Exhibit C marked "2019 El Dorado County Ambulance Rate Schedule", and shall be updated by notice from County on an as needed basis in accordance with the Article titled "Notice to Parties" herein. In the event an updated Ambulance Service Fee Schedule is approved by the County Board of Supervisors or the Alpine County Board of Supervisors, County will provide a copy of the updated fee schedule to Contractor within three (3) days of adoption.
- 3. **Billing System Parameters:** Contractor's billing system shall allow for a clear and traceable audit trail for initial contact verification, billing notification, and telephone contact by Contractor's staff. Further, the software shall automatically update each individual account detailing date, change, or billing function. All history and noted entries shall be "write protected" so no alterations can be made.
  - a. Client accounts shall be referenced by all components listed in Article I, A.1.b i "Distribution of Revenues to Appropriate Profit Center".
- 4. **Billing timetable:** Each payer shall be invoiced immediately, if possible, but in no event shall an invoice be generated any later than fifteen (15) days from receipt of ePCR. If full account payment is not received within a minimum of 180 days from the date services were initially provided—unless individual account circumstances preclude the meeting of any such deadline—the department shall refer the case to the Treasurer-Tax Collector to enforce the obligation.

#### 5. Follow Up Procedures:

- a. Contractor's first call to a private account shall occur immediately after data entry of the incident into the system and automated and/or manual searches for previous accounts for the same patient have been completed.
- b. Contractor shall determine if the client has insurance or any special circumstances that may make it difficult to pay the bill in a reasonable amount of time. This information shall be documented in Contractor's billing system.
- c. Contractor's follow up procedures used to elicit payment will include a data file established for each client from which information regarding the account, billing, and payment can be recorded and retrieved, and client information can be updated.
- 6. **Medicare and Medi-Cal/Medicaid Process:** Medicare and Medi-Cal accounts shall be processed by staff trained specifically in Medicare and Med-Cal billing, including applicable federal and state laws. Staff shall be well versed in all aspects of Medicare and Med-Cal billing, including applicable federal and state laws. Only those staff trained in Medicare and Med-Cal billing procedures and requirements shall process denials and appeals. Medicare and Medi-Cal/Medicaid claims, if denied, shall be appealed automatically, to ensure County receives maximum legal reimbursements. Secondary insurance or private balance billing will occur immediately upon posting of Medicare and Medi-Cal/Medicaid programs. Additional follow-up shall occur as required based on the secondary source until full adjudication is resolved.

a. <u>Contractual Allowance</u>: If payment for services is approved by a governmentsponsored program or regulatory agency, and County is legally and/or contractually prohibited from collecting an amount greater than the amount authorized by such program or agency, Contractor shall adjust the amount of any account based upon the maximum amount authorized by such program or agency. This adjustment shall be, hereinafter, referred to as a "Contractual Allowance."

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

b. <u>Medicare Secondary Payer (MSP) Act:</u> Contractor shall maintain compliance with the Medicare Secondary Payer (MSP) Act (Title 42 US Code Section 1395y (b)), (available at

http://www.law.cornell.edu/uscode/uscode42/usc\_sec\_42\_00001395---y000-.html or subsequent replacement site), which ensures that Medicare does not pay for services and items where other health insurance or coverage has primary responsibility for payment. The MSP provisions apply to situations when Medicare is not the client's primary insurance.

- c. <u>Government Insurance Programs:</u> Contractor shall maintain a high level of proficiency in government payer regulation compliance. Contractor shall maintain complete compliance with all government payers. Contractor's Medicare and Medi-Cal compliance program shall be updated on a regular basis to comply with current law and regulations. Contractor shall ensure compliance with State laws and local ordinances by continually educating itself as to any differences that may apply.
- d. <u>Electronic Billing:</u> Contractor shall electronically bill both Medicare and Medi-Cal /Medicaid
  - i. When Contractor receives PCRs/ePCRs indicating Medicare or Medi-Cal /Medicaid coverage, Contractor will verify this information through electronic verification systems to ensure accurate initial billing.
  - ii. Medicare and Medi-Cal/Medicaid claims will be transmitted via batches weekly in accordance with the current Medicare / Med-Cal format and requirements.
- 7. **Treatment Authorization Request (TAR):** Certain procedures and services are subject to authorization by Medi-Cal before reimbursement can be approved. Authorization requests are made with a *Treatment Authorization Request* (TAR). Authorization requirements are applied to specific procedures and services according to state and federal law. Certain medical procedures and services require authorization from the Department of Health Care Services (DHCS) before reimbursement is approved.
- 8. **Subpoenas:** Contractor shall respond to and fulfill records requests and subpoenas in accordance with all local, state, and federal laws, rules and regulations.
- 9. **Payment Processing:** Customer Service Representatives will answer all calls live, Monday – Friday, 8:00 a.m. – 4:30 p.m. local time. An after-hours message will direct patients to the Patient Portal, where they can leave insurance information and other demographic information along with a request for a live person call-back the next business day. Contractor shall provide patients with internet based (Patient Portal) and

telephone payment options. Each invoice, statement, and letter mailed to patients shall include a toll free telephone number and website link for them to access, login, provide insurance information, make a payment or to inquire about their bill. The Patient Portal is to be available twenty-four (24) hours a day, seven (7) days a week. Patient inquiries shall be responded to within one (1) business day. Acceptable forms of payment shall include cash, check, and credit card payments for invoiced services. For credit card payments, a credit card portal shall also be available for patients. This portal shall be accessed through County of El Dorado website. Customer Service Representatives (CSR) shall be available via telephone Monday – Friday 8:00 a.m. – 4:30 p.m. local time. Voicemail messages are to be accepted twenty-four (24) hours per day.

- a. Contractor shall maintain appropriate accounting procedures for reconciling all deposits, receivables, billings, patient accounts, adjustments, and refunds. Contractor shall accurately post all payments and adjustments to client accounts within one (1) day of payment and respond to any and all inquiries, both written and verbal, from County, client or payor.
- b. Payments shall be posted to the proper account within one (1) day of noting the source of that payment, unless the payment lacks sufficient information to identify the account. All charges applied to a client's account shall be retained as a permanent record of that client's medical history.
- c. Full payments posted that result in a zero balance will require no further action.
- d. Partial payments shall be posted and the balance transferred to the appropriate pay source. For example, a Medicare payment shall be posted with the appropriate adjustments and the client's applicable responsibility transferred for billing to the secondary insurance or to the client. Follow up shall be completed regardless of private or secondary insurance billing.
- e. Contractor shall deposit to the County's designated account all gross proceeds collected on its behalf and no less than twice weekly.
- f. From time to time Contractor may receive interest for delayed payments from insurance providers. The interest is self-imposed, based on the insurance provider's inability to timely pay the amounts owed on behalf of their policy holders. Contractor shall remit any interest received to County. The amount of interest shall be identified separately from the payment.
- g. Contractor shall make every effort to determine the appropriate account associated with each payment. When Contractor is unable to identify an account, the payment shall be deposited in an unidentified payments account.
  - i. Contractor shall provide County with a report detailing all unidentified payments.
  - ii. A refund shall be issued to the payer by Contractor within sixty (60) calendar days for any payment which remains unidentified.
- 10. **Refund Processing:** Contractor shall be responsible for:
  - a. Determining the Payer(s)
  - b. Processing all refunds to secondary payers resulting from an overpayment
  - c. Refunding medicare within sixty (60) days of receipt of the duplicate payment, pursuant to 42 CFR 489.20, when Contractor determines that Medicare is the secondary payer and has previously paid a claim.
  - d. Collecting and disseminating to County all necessary documentation regarding overpayments:

- i. Contractor shall establish and maintain a trust account for the payment of refunds resulting from an overpayment. The trust account shall be established and maintained in accordance with Government Code 31000.8. Funds in the trust shall not exceed the Board of Supervisors approved maximum (as evidenced by a Board Minute Order) at any one time. The amount shall be a sum sufficient to provide for the refund of overpayments for a thirty (30) day period. The trust fund shall be maintained as follows:
  - 1. County will maintain the trust fund at fifty thousand (\$50,000) dollars.
  - 2. County will fund the trust fund no less than weekly provided the request is a minimum of five thousand (\$5,000.00) dollars.
- ii. Contractor shall notify County when the trust account needs to be replenished and the amount necessary to be deposited. Contractor shall provide County with a check register or other agreed upon form of documentation, which includes all disbursements made by Contractor, and a monthly reconciliation of the trust account and shall make other reports on the status of the trust account and disbursements therefrom as may be required by County in addition to the foregoing check register. The trust account shall not be used for any payments to the contractor.
- 11. **Bad Debt Recovery:** Contractor shall refer to County Board of Supervisors Policy B-4 attached hereto as Exhibit D, or subsequent replacement policy for appropriate timeframes for referral of accounts for bad debt recovery.
  - a. Upon determination that Contractor's billing efforts are exhausted, and within the timeframes agreed upon by both parties, Contractor shall at least monthly account for remaining balances and submit said report to the persons agreed upon by both parties.
  - b. The monthly report of accounts to be transferred to County's Collection Agent shall be in a format agreed upon by both parties and list the client name, date of service, amount referred, run number, incident number, and date referred.

Said report shall be based upon the following:

- i. <u>Small Balances:</u> A balance of twenty-five (\$25.00) or less shall be considered uncollectible as the amount owed is too small to justify the need for collection.
- ii. Contractor shall, on a monthly basis, advise County of all small balance accounts via the applicable small balance or uncollectible report.
- iii. Upon County approval of the report Contractor will transfer the accounts and balances to County for quarterly presentation to the Board of Supervisors for discharge from further accountability to collect the debts.
- c. <u>Large Balances:</u> Accountability for all accounts deemed collectible with balances greater than \$25.00, shall be transferred to County's Collections Agent as designated by County in writing. Contractor shall provide account information electronically to County's Collections Agent via mutually-acceptable format and

transfer protocol.

- i. Contractor and County's Collection Agent shall mutually agree to a reconciliation process sufficient to ensure that all accounts and balances transferred have been received by County's Collections Agent, and appropriately documented in County's Collections Agent's accounting system.
- ii. Upon completion of the transfer and reconciliation in accordance with this Agreement, accountability for collection of those accounts shall be transferred to County's Collections Agent.
- iii. Contractor shall submit a monthly report of accounts transferred to the County's Collection Agent to the persons agreed upon by both parties in the format requested by County listing the client name, date of service, amount referred, run number, incident number and date referred.
- d. <u>Uncollectible Accounts</u>: For those accounts determined to be uncollectible, Contractor shall transfer accountability for collection to County or subsequent agent designated by County via the applicable small balance or uncollectible report. No fee will be billed by Contractor to County for these uncollectible accounts.
- e. <u>Funds Collected After Collections Referral</u>: Funds collected by Contractor for accounts that have been referred to County's Collections Agent, pursuant to Exhibit D "County Board of Supervisors Policy B-4", shall be deposited separately into the designated County account and shall be reported to County as a separate line item on each monthly invoice. Collections Agent and County shall be notified of payment in writing and within forty-eight (48) hours of receipt.
- f. <u>Withholding of Transfers</u>: Should County determine that there is a need to withhold the transfer of accounts to County's Collection Agent, County may provide written notice to Contractor requesting a temporary suspension of said transfer within five (5) business days of receipt of notice of transfer. Contractor and County shall mutually agree upon the revised date to transfer accounts and transfer of accounts shall resume in the agreed upon collections method.
- 12. **Re-Billing When Further Information Becomes Available:** Contractor shall re-bill Medicare and Medi-Cal (at no additional charge to County) when notified by County's Collections Agent that they have found corrected or additional information.
- 13. **Outstanding Accounts:** Contractor shall continue to work outstanding accounts upon termination or expiration of this Agreement, until such time as said accounts can be successfully transitioned to County or to another entity specified by County, in accordance with the Article titled "Default, Termination and Cancellation".
- 14. **Record Retention & Audits:** Contractor shall maintain client records, books, documents, records, and other evidence, accounting procedures, and practices sufficient to reflect properly all costs, including any matching costs and expenses, all of which shall be deemed to constitute "records" for purposes of this Agreement. Such records shall clearly reflect the cost and scope of the services performed by County's contracted ambulance service Agencies.

Contractor's facility or office, or such part thereof as may be engaged in the performance of

this Agreement, and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the State or any of its duly authorized representatives, including the Comptroller General of the United States.

Contractor shall preserve and make available its records for a period of ten (10) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either (or both) of the following:

- a. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: (a) be preserved and made available for a period of ten (10) years from the date of any resulting final settlement; or (b) at the sole option of County, immediately become the property of County and shall be delivered by Contractor to County in an electronic format as agreed upon by County.
- b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

The ten (10) year period is in compliance with the recommendation of the American Ambulance Association.

- 15. **Reporting:** Submit all reports to appropriate parties as agreed to by the 10<sup>th</sup> of each month.
  - a. Month-end correspondences include, but are not limited to: Cash Receipt Reports that reconcile all deposits, receivables, billings, patient accounts, adjustments, dishonest checks, and refunds.
  - b. Reports should be detailed and easy to read.
  - c. Reports should be able to be emailed, sent to the appropriate mailbox, or sent via U.S. Mail.
  - d. Examples of other reports are included in Exhibit A "Request of Qualifications Response: EMS Billing and Collection Services".
  - e. On-demand or ad hoc reports are provided at no additional charge.
- 16. Training: Contractor shall provide training as requested by County Contract Administrator. Trainees may include County staff, Agency staff (including EMTs, paramedics, etc.), or County contractors. For Agency staff, training is to be offered not less than annually and can be completed either in person or via web format as agreed upon by both parties. Trainings shall be provided as documented in Exhibit A "Request of Qualifications Response: EMS Billing and Collection Services".

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the term January 1, 2020 through December 31, 2025.

#### ARTICLE III

#### **Compensation for Services:**

- A. <u>Collections by Contractor:</u> Contractor shall ensure funds collected from patients or patient payors are submitted directly to County. Contractor shall, no less than twice weekly, deposit funds via remote deposit or courier deposit through County's bank into the County's Treasury in the single account designated by County for all deposits.
- B. <u>Invoices:</u> For billing purposes, a "service month" shall be defined as a calendar month during which Contractor performs services in accordance with this Agreement.
  - a Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a service month except in those instances where Contractor obtains written approval from the Contract Administrator or Contract Administrator's designee granting an extension of the time to complete billing for services. The monthly invoice shall include detailed backup for each account processed during that month. The invoice shall also include a listing of refunds by patient account, the amount refunded, and reason for the refund.
  - b. County agrees to pay Contractor upon satisfactory completion and acceptance of work, monthly in arrears, and within forty-five (45) days following County's receipt of itemized invoice(s).
  - c. In the event County disputes any part of the invoiced amounts, such dispute shall be raised in writing to Contractor within thirty (30) days of receipt of invoice. Contractor shall respond to any such notice of dispute within thirty (30) days of receipt thereof.
- C. <u>Rates:</u> Contractor will provide the billing services as stated for a fee. Ambulance Billing Services will be billed at 4.25% of funds received less refunds and payments deposited for accounts that have been referred to County's Collection Agent. For those accounts deemed to be uncollectible and transferred to County for collections, no fee shall be billed to County by Contractor.
- D. <u>Remittance:</u> Invoices shall be mailed County at the following address:

County of El Dorado Chief Administrative Office Central Services Fiscal Unit 330 Fair Lane, Bldg A Placerville, CA 95667

In the event that Contractor fails to deliver the documents or other deliverables required pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled, "Default, Termination, and Cancellation."

#### **ARTICLE IV**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### ARTICLE V

**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 VI**

**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 VII**

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.

#### ARTICLE VIII

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be 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 IX**

**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.

#### ARTICLE X

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **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. 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.

- 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 immediately in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than

the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

E. <u>Transfer of Accounts:</u> Contractor agrees that upon termination or expiration of this Agreement, County may request and Contractor shall transfer accounts to County or to another entity specified by County in a format described by County. Each record shall be named in a manner that accurately describes the patient record, as specified by County. County shall have the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to County.

Upon expiration or termination of this Agreement, Contractor shall:

- 1. Send a letter to each Account, notifying them that Contractor will no longer be handling the Account;
- 2. Continue to forward all payments and information sent to it by any Account to County;
  - a. If payment is forwarded to County within ninety (90) calendar days of expiration or termination of this Agreement, County will pay Contractor the fee as specified in the Article titled "Compensation for Services."
  - b. If Contractor forwards payments to County after ninety (90) calendar days following expiration or termination of this Agreement, Contractor shall no longer be due, nor will the County pay, said fee.

#### 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 addressed as follows:

County OF EL DORADO Chief Administrative Office 330 Fair Lane, Bldg A Placerville, CA 95667 ATTN: Central Services Fiscal Unit

or to such other location as the County directs.

with a carbon copyto

County OF EL DORADO Chief Administrative Office Procurement and Contracts Division 2850 Fair Lane Court, Bldg C Placerville, CA 95667 ATTN: Purchasing Agent Notices to Contractor shall be addressed as follows:

WITTMAN ENTERPRISES, LLC 11093 Sun Center Drive Rancho Cordova, CA 95670 ATTN: Corinne Wittman-Wong, CEO

or to such other location as the Contractor directs.

#### ARTICLE XIII

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### ARTICLE XIV

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's 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 acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 XV

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

- A. Full 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 and a \$2,000,000.00 aggregate limit.
- 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- 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 on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to 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 Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or 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 County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against 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 County.

#### **ARTICLE XVI**

**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 XVII

**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 XVIII

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

#### ARTICLE XIX Nondiscrimination:

- County may require Contractor's services on projects involving funding from various A. state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### ARTICLE XX

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement <u>or</u> 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 XXI

**Nonresident Withholding**: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### ARTICLE XXII

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do have not have a Department of the Treasury Internal Revenue Service

Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### ARTICLE XXIII

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

#### ARTICLE XXIV

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Sue Hennike, Deputy Chief Administrative Officer, or successor.

#### ARTICLE XXVI

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

#### ARTICLE XXVII

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

#### ARTICLE XXVIII

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

#### ARTICLE XXIX

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

#### ARTICLE XXX

#### **Confidentiality and Information Security Provisions:**

A. Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited

to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

B. Permitted Uses and Disclosures of PII by Contractor:

(1) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

(2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor will:

(a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor , provided that such use and disclosures are permitted by law.

(b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

C. Responsibilities of Contractor.

Contractor agrees to:

Safeguards. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide the County with information concerning such safeguards as County may reasonably request from time to time.

Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only.

Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

Contractor shall:

Implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive

data:

- (a) Network based firewall and/or personal firewall
- (b) Continuously updated anti-virus software
- (c) Patch-management process including installation of all operating system/software vendor security patches.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.

E. Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

F. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County Privacy Officer, within two (2) business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

#### ARTICLE XXXI

**HIPAA Compliance**: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit "B", which is incorporated herein for all intents and purposes.

#### ARTICLE XXXII

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### ARTICLE XXXIII

**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 Contract Administrator Concurrence:**

By:\_\_\_\_

Dated:

Sue Hennike Deputy Chief Administrative Officer Chief Administrative Office

#### **Requesting Department Head Concurrence:**

By:\_\_\_\_

Dated:

Don Ashton, M.P.A., Chief Administrative Officer Chief Administrative Office

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

#### -- Count y OF EL D ORA DO --

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_\_ Sue Novasel, Chair Board of Supervisors "County"

ATTEST: Kim Dawson Clerk of the Board of Supervisors

By:\_\_\_\_\_ Deputy Clerk

-- CO NT R ACT OR --

WITTMAN ENTERPRISES, LLC (A LIMITED LIABILITY COMPANY)

By:\_\_\_\_

Corinne Wittman-Wong Chief Executive Officer "Contractor"

hlc

Dated:

July 25, 2019

# COUNTY OF ELDORADO

Request for Qualifications Response: EMS Billing and Collection Services



# Setting the Standard for EMS Billing

Wittman Enterprises, LLC 11093 Sun Center Drive Rancho Cordova, California 95670 www.webillems.com

RFP Contact: Russ Harms Director Of Business Development (916) 669-4628 Direct Line rharms@webillems.com

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# <u>Section 1:</u> About Wittman Enterprises

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#### SECTION 1: ABOUT WITTMAN ENTERPRISES

Message from our CEO

#### July 25, 2019

Thank you for the opportunity to reintroduce our team and qualifications in this RFQ Response for EMS Billing and Collection Services. Since 1991 (and from 2006 to 2015 with the County of El Dorado) Wittman Enterprises, LLC has provided our clients complete fire and ambulance billing services in compliance with current local, state, and federal laws and statutes. We serve more than 102 public EMS/Fire clients in California and are the largest California-based billing company with the client base, patient database, and experience with California departments (and multiple California payers) for the most effective EMS billing and cost recovery program possible.

As an extension of your Fire/EMS program in the past and always for the future, Wittman Enterprises maintains a strong customer service accountability platform that provides your team with direct phone numbers and real access to all management staff, starting with myself. Specialized staff are assigned to your team so that the County has direct access to the person(s) on our team who can most help with whatever situation may arise. Our Client Liaison team is always available to help provide/identify key resources you may use to get the results you need. We use all the resources necessary to provide the best in customer service and collect the most for our clients. Our ultimate focus is on, and has always been based on, the best patient and client service, billing results (accurate and legal billing and the highest cost recovery), and transparency (Client Portal, Reporting, Month-End-Reporting, KPIs, etc.).

Wittman Enterprises has always embraced the philosophy that billing and collection for services be handled efficiently and effectively, with our experienced and proven experience in emergency medical services support. I encourage you to contact any of our numerous references to hear first-hand about the very positive relationships we so value with our EMS/Fire Partners. We look forward to restarting our longstanding partnership with the County of El Dorado: providing what you want when you need it. Thank you for this opportunity to reiterate our commitment to your County, your Fire Departments, and your citizens.

My best,

prince Wittman log

Corinne Wittman-Wong, CEO *V* Wittman Enterprises, LLC (established 1991) 11093 Sun Center Drive | Rancho Cordova, CA 95670 (916) 669-4608 direct line | (855) 611-0056 toll free | cwittmanwong@webillems.com

# Introduction

Wittman Enterprises has customized service innovations for our partners in the EMS industry since 1991 (and from 2006 to 2015 with El Dorado County). We serve over 130 public EMS clients and bill more than 375,000 claims annually. Our superior staff specializes in EMS billing and continually audits our work to ensure maintained high quality of billing service. The importance of these characteristics is that any number of claims will be handled with the same quality assurance. Wittman Enterprises fully embraces automated and technological advances and recognizes that our quality service is also reliant upon our talented people to provide you the best level of service. We do not want to be the largest ambulance billing company but expect to be the best at serving our ambulance billing clients. Wittman looks forward to resuming our EMS partnership with El Dorado County, providing what you want when you need it.

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We are pleased that our high standards of performance exceed the County's demands for the following fundamental objectives.

- For more than 28 years Wittman Enterprises has provided our clients complete ambulance billing services and solutions, accounts receivable management services, and collection services for Basic Life Support ("BLS"), Advanced Life Support ("ALS"), and non-transport services in compliance with current local, state, and federal laws and statutes, in accordance with HIPAA regulations.
- Since 1991 Wittman Enterprises, LLC has been dedicated exclusively to the EMS industry and chooses to be expert in the EMS billing and collection industry rather than diversify into any other medical billing fields.
- We efficiently and effectively file claims with governmental programs and with commercial health insurance.
- Wittman Enterprises follows and exceeds currently accepted standards for accurate, consistent, and best EMS billing practices.
- We maximize revenue for the County while honoring your collections philosophy and treating each of your patients, citizens, and visitors as our own.

# Qualifications

Wittman Enterprises has customized service innovations to our partners in the EMS transport industry since 1991. We serve more than 125 public EMS partners in the Western United States and are the largest West Coast-based EMS billing company with the client base, patient database, and experience with the County of El Dorado EMS department essential in providing the most effective EMS billing and cost recovery program possible. *We are proud to have been your EMS billing and collections partner from 2006 to 2015.* 

# 28 Years EMS Billing Experience

Wittman Enterprises was founded 28 years ago with the promise of providing expert and personal attention to our EMS partners and their EMS billing programs. This will never change.

- Wittman is dedicated exclusively to the EMS/ Fire industry and chooses to be expert in that industry rather than diversify into other medical billing fields.
- Our excellent reputation is gained from professional relationships with providers and third-party payers, as well as from our sensitive yet collection-oriented communications with patients and their representatives.
- We have a long and successful history of meeting and exceeding client expectations and service deadlines.
- From the beginning of your project, we anticipate and manage for you issues such as Medicare compliance and revalidation, reconciliation of payments from legacy billing accounts, responses to legal and other requests, and customization of a reporting program surpassing your specific needs.
- Since our only business is EMS/Fire billing, our specialized staff is dedicated and expertly trained in this field.

# California Strong

We do not believe that any California-based biller will provide as much in actual reimbursement as Wittman Enterprises has historically demonstrated—most recently with the City of Sacramento, the City of Berkeley, and the City of Anaheim. Wittman has a proven record of collecting 10-20% more than our competitors. Out-of-state billing companies will not be able to arrive at these reimbursement levels either, due to their lack of billing collection experience in the State of California. We encourage you to check with any of our California EMS Partners to hear more about program successes. vittmanenterprises | Sett ng t

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# California EMS/Fire Partners (Proprietary and Confidential)

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# References | Letters of Recommendation (Proprietary and Confidential)

#### References

As a single-location leader in EMS billing, we encourage you to contact any of our references including any of our clients that may not be listed for this RFQ response. We know that hearing about their experiences with Wittman Enterprises will differentiate us from our competition. Wittman Enterprises is eager to provide service to the County of El Dorado and resume our strong working partnership with you.

#### Letters of Recommendation (Proprietary and Confidential)

SACRAMENTO
Fire Department
Gary Loesch5770 Freeport Blvd., Suite 200Fire ChiefSacramento, CA 95822-3516
Ph: (916) 808-1300 Fax: (916) 808-1629
June 15, 2019 www.sacfire.org
To whom it may concern:
Please accept this letter of recommendation on behalf of Witman Enterprises, LLC.
The Sacramento Fire Department transitioned to Witman last year after nearly 25 years with the same biller. Witman won the bid after a competitive process and almost instantly, the level of customer service drastically improved. It was apparent that they were a true partner and extension of our agency, rather than just a basic client.
One of the things I appreciate most in our partnership with Witman is there level of responsiveness and attention to detail. Over the last eighteen months, I have requested data and documentation for time sensitive requests. In every situation, the request met or exceeded the timeframe and the level of detail was impressive. It is this type of relationship that we were missing and now truly enjoy.
The staff at Witman have also assisted us in improving our billing flow and process. The results have been an improved level of reimbursement with massive improvements efficiency. This has allowed us to free up employees formerly tasked with billing duties to do other essential duties. In a time where departments are constantly tasked to do more work without additional personnel, having the ability to utilize staff in other areas was fantastic.
Maximizing our cost recovery is essential to the continued existence of our ambulance program. I can confidently say that the staff at Witman is committed to assisting our agency with achieving this task. They met with us and dissected every step of our process and offered recommendations that have proven to be extremely wise and financially sound. The team works hard to maximize collections through excellent customer service, process review and consistency.
Please do not hesitate to contact me if you have any questions or require additional information.
Chad Augustin
Deputy Fire Chief Sacramento Fire Department 916-767-2203
The mission of the Sacramento Fire Department is to protect our community through effective and innovative public safety services.





Department of Fire and Emergency Services Division of Training and EMS Assistant Fire Chief

Date: June 18, 2019

**To:** State of Hawaii Department of Health

From: David Sprague, Assistant Fire Chief

#### Subject: RECCOMENDATION FOR WITTMAN ENTERPRISES LLC

It is my pleasure to provide a summary of our experience with Russ Harms and the whole team at Wittman Enterprises LLC (Wittman).

In 2018 our City engaged in an RFP process for EMS Ambulance Billing Services and related technology to support efficient collection of transport revenue. This was a complex RFP which included the following major components:

- Transition of billing services from the current vendor to Wittman in less than 30 calendar days.
- 3<sup>rd</sup> party project management vendor to implement the various suite of associated technology products.
- 3<sup>rd</sup> party information technology company that would be engaged to configure, deploy and service field hardware through the life of the Contract.
- Configuration, training and implementation of a new ePCR system within six months of contract signing.
- Trial testing, selection, purchase, imaging, and deployment of 45 Panasonic Toughbook CF-20s to the field.
- Managing the equipment selection, purchase and installation through a 3<sup>rd</sup> party vendor of onboard mobile gateways to support wireless field operations in 25 fire and ems apparatus.
- Working in partnership with the City of Berkeley IT department to select and configure a computer storage cart and network switch that would provide our external IT partner network access to monitor and service the CF-20s when they were returned to storage.

997 Cedar Street, Berkeley, CA 94710 Tel: 510.981.5595 Fax: 510.981.5592 E-mail: dprague@cityofberkeley.info

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Working in partnership with the City of Berkeley IT department to select and image 25 iPhones for fire and ems apparatus.

Wittman was selected as the most responsible vendor and started billing operations for the City of Berkley on January 1st, 2019. From January through June Wittman has been a steadfast and reliable partner for the design, configuration, training and deployment of the aforementioned projects.

Their professionalism, attention to detail, fiscal responsibility and selection of top notch 3rd party partners made is possible to meet all our very aggressive implementation deadlines, remain under budget and have some fun while we were moving a mile a minute!

I cannot recommend this organization more. If you should require any additional details, please call or email me anytime.

Sincerely,

Assistant Fire Chief

**David Sprague** 

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# **Customized Solutions**

Since 1991 Wittman Enterprises has provided products and services specifically designed to assure that EMSTransport, First Responder, and Fire Service providers like the County of El Dorado are reimbursed in a timely manner for services they provide. **Wittman does not farm out these services; we coordinate them all from our single location in Sacramento, CA.** 



#### Solutions include:

- Ambulance Transport Billing and Fire Service Fee Recovery
- Treat-no-Transport Billing and Collection (Assessments)

- ePCR Integration
- First Responder Billing and Collection
- Membership Program Support
- Patient Survey Program Support

# Together We Achieve the Extraordinary

Wittman Enterprises is dedicated to providing excellence for your EMS billing and collection programs. Throughout our history, we have concentrated on all performance areas, not just one or two based on convenience. Providing the County with an exceptional level of service and fulfilling the requirements of their billing programs are high priorities for Wittman Enterprises; we carefully manage all accounts to ensure that these priorities are maintained or exceeded. We are:

- **Dedicated:** Wittman creates partnerships. We are committed to making your agency successful and look forward to supporting you in the future. Wittman Enterprises also works with all payors to complete any and all applications that your agency may face from the billing aspect. We bring the flexibility to assist you in obtaining an ePCR or hardware that will further your agency, and as a partner we are eager to help. Our success is judged strictly by your success and we are dedicated to making that happen!
- Accurate: Accuracy and professionalism remain hallmarks of our brand of customer support and are maintained through a variety of Quality Assurance processes including: continued monitoring of phone transactions for quality assurance. Full-time auditors also ensure the accuracy of coding, pre-billing, and adherence to client, company, and government standards and requirements.
- **Positive:** One of our highest priorities will be personal attention to your department. In every step of the billing process we will work with you collaboratively to continually improve aspects of the patient care documentation process. Working closely with you, we will develop customized billing and reporting programs that best suit your specialized needs. In addition, we recognize that each client is unique and may require special reports. As your partner, we will work directly with your agency to develop any customized report free of charge.
- **Personal:** We expend great effort ensuring that every client feels taken care of and never as though they are just one of many. We will continue that same level of service for the County of El Dorado. Remember, each client is a partner and our goal is to work together to ensure mutual success and maximum satisfaction.
- Leaders: Our CEO, Corinne Wittman-Wong, is an involved member of the American Ambulance Association, regularly presenting educational workshops for members, committees, and other organizations on new developments to the Medicare Fee Schedule, insurance billing and associated issues.

# Workload Accomplishment

Our EMS billing and collection success is tied directly to the ratio of PCRs to the number of quality people assigned to your project. We believe that people are the key to our success. Wittman innovates by fully embracing automated and technological advances while wholly recognizing that our quality service is reliant upon our talented people providing you the best level of service. Our approach provides the lowest claims-per-employee-ratio, generally resulting in 10-20% higher collection rates than our competitors.

Wittman Enterprises works from our single location in the Sacramento, California area at 11093 Sun Center Drive, Rancho Cordova, California. All departments are dedicated to the personal attention of our clients and their patients' needs. Our staff is divided into teams to efficiently address workflow processes and are further divided based upon your location. Wittman maintains our industry-leading lowest claims-per-staff-ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Through training, forecasting, hiring, and expansion of our EMS partner base, we constantly maintain that staffing ratio of approximately 4,000 claims per staff (compared to approximately 8,000-12,000 or more claims per staff for most of our competitors).

For complete project coordination, Wittman's Client Liaison team is the conduit from you to our operations. We look forward to meeting with State/Fire personnel to discuss the goals of our business partnership, the services we provide, and any other topics required for the quality performance of EMS/Fire cost recovery on behalf of the County of El Dorado. <u>Stephanie Cooper-Noe</u> (Client Liaison) will be your main point of contact. Please remember too that <u>Russ Harms</u> (Director of Business Development), <u>Corinne Wittman-Wong</u> (CEO), and <u>Walter Imboden</u> (President/CFO) are always available to you and your team.



**10-20%** Higher Collection

RatesThan Our Competitors



# <u>Section 2:</u> Project Approach

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## **EMS** Partner Satisfaction



The County of El Dorado can count on Wittman Enterprises to continue conducting diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner. *Our personal approach and higher levels of service greatly exceed industry standards*. Your expectations

and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program. Wittman maintains our industryleading lowest claims-per-staff ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Our comprehensive and ongoing training program allows us to continuously improve the business activities that we conduct on behalf of the State and ensure that you continue to receive the maximum legal reimbursementavailable. Wedonot strive to be the largest EMS billing company but expect to be the best. The secret to our clients' successful reimbursement is ultimately the personal attention we apply to each of their accounts. Simply put, it is the dedication to our process that combines the best in technology with the *commitment of people* to perform the hard work necessary to pursue elusive insurance Payers, successfully appeal Medicare and insurance denials, and work effectively through difficult reimbursement issues such as Medi-Cal cutbacks. The significant efforts we undertake as a commitment to our EMS partners allow us to meet and exceed client expectations (and requirements as set forth in your RFP) and achieve high client/customer satisfaction. We stand behind the work we conduct on behalf of our clients and work closely with each of them to make sure they are completely satisfied with ourperformance.

## We Value Customer Service



As an extension of your EMS programs, Wittman Enterprises will maintain a strong customer service accountability platform that provides you with direct phone numbers and real access to all management staff, starting with our CEO. Additionally, specialized Wittman staff will be assigned to your team so

that clients always have direct access to the person on our team who can most help with whatever situation may arise. Our Client Liaison team is also available to help identify key resources you may need to get the results you want in a timely manner.

### **Client Liaison Team**



Wittman's Client Liaison team is the conduit between your team and our operations. We look forward to meeting with Fire Department and EMS personnel to discuss the goals of our business relationship, the services we provide, and any other topics required for the continued quality performance

of EMS billing on your behalf. Stephanie Cooper-Noe (Client Liaison) is your main point of contact when any issues arise. Please consider too that Russ Harms (Director of Business Development), Corinne Wittman-Wong (CEO), and Walter Imboden (President/CFO) are also available to you at any time. We make ourselves accessible for meetings by teleconference, ZOOM, or in person as necessary.

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# Customer Service Team

Customer Service Representatives are responsible for the follow-up on private insurance, private pay, and balance-billed accounts. They are responsible for over 10,000 calls weekly to and from patients while processing insurance payments and denials, patient insurance information, and patient disputes. Our Customer Service Representatives are available Monday through Friday from 8:00 AM to 4:30 PM local time to serve your patient needs. Our toll-free number has multiple lines available for patients, clients, insurance companies, attorneys, and third parties to call for information or to discuss account status. Our system accepts voicemail messages and routes calls to appropriate person and/or voicemail 24 hours per day. Our phone system was recently upgraded ensuring the most effective solution and intuitive routing of calls for you and your patients.

# Alternative Language Capabilities



Wittman Enterprises employs several Spanish, Chinese, and Vietnamese-speaking Customer Service Representatives in management and non-management positions. Such valuable resources provide your patients with the highest quality of service possible. On rare occasions, if a patient speaks a language we are not staffed to service,

we utilize *Language Line Services* to assist those customers effectively. Currently, Wittman employs 16 bilingual staff members that are available to assist with calls.

# Certified Ambulance Coders

In addition to our internal training program, Wittman Enterprises is proud to offer staff members which have been certified by the National Academy of Ambulance Coding, a nationally recognized leader in Certified Ambulance Coding Training. Wittman Enterprises employs and provides regular training for Certified Ambulance Coders ("CACs"). Wittman staff are continually trained under the same exacting standards emphasized in the Coding Certifications. We budget funds annually to certify additional coders to ensure that we constantly have ample certified individuals available to assist with all accounts.

# Dedicated Response Time Commitment



Wittman Enterprises' goal is that each client and patient reach a live person when they call into our business office located in Rancho Cordova. If our EMS partners or their patients do not reach a live person during regular business hours, they will be provided the option to leave a voicemail and offered instructions on submitting an email inquiry.

Wittman personnel will respond the same day during normal operating or within 24 business hours when that is not possible.

# Renewal of CMS Certifications

From the beginning of your project, we anticipate and manage for you processes such as: Medicare and Medi-Cal compliance and revalidation; reconciliation of payments from legacy billing accounts; responses to legal and other requests; and customization of a reporting program surpassing your program needs. In partnership with you we compile all necessary information, documentation, signatures, etc., and submit enrollments and revalidations on your behalf. Additionally, we pay the required federal and/or state processing fee up front for you and charge on your next monthly invoice.

# Special Programs: GEMT, QAF, ET3

As discussed in "Customized Solutions", Wittman Enterprises designs billing and collection programs with services that assure that EMSTransport, First Responder, and Fire Service providers like the County of El Dorado are reimbursed in a timely manner for the services they provide. Often during our work together, new programs are created that require Wittman and our clients to work together to fully scope the new programs as well as price them and establish clear SOPs and expectations to make sure the client-chosen service additions are successful. These are not cookie cutter items; in fact, they are customized according to the needs of each individual client. In our 28 years in business we have significant experience expanding the scope of work, services, and contracts to meet and exceed our EMS partners needs. We will assist with recommendations, pricing suggestions, research, resources, information, and overall support to ensure the County of El Dorado has a PARTNER to help navigate ever-changing waters and regulations. For example:

#### GEMT SupportTimeline: Pre-GEMT Rollout

- Worked with Sac Metro and the State, providing transport numbers and calculations to them as they worked on their cost sheets
- After the bill passed (AB 678) and became GEMT officially, we worked with our California clients through the entire set-up process: attending State-sponsored GEMT instruction meetings; helping provide rough projections of potential GEMT income based on Medi-Cal transport information; sponsored a webinar where Chief Scott Clough answered the most frequently asked questions from our clients about the GEMT
- Set up a section of our website for easy-to-find links and references associated with the GEMT program (please see www.webillems.com/GEMT-Program-Resources/).
- The unofficial "rough" projections required by the State were needed to estimate what each provider was likely going to submit when the official program began. We provided the following unofficial formula to help clients get a rough idea of their numbers:
- Take the total amount of your direct EMS cost and add that to your indirect cost
- Divide that number by your total number of Medi-Cal transports.
- This would give you an average cost of transport
- Multiply the average cost by the number of Medi-Cal transports and submit that as your estimate.

#### GEMT SupportTimeline: Post-GEMT Rollout

- Provided customized GEMT reports for participating clients as they filled out their required cost reports.
- Fielded calls with questions regarding the cost reports and how to use the Wittman reports to help them complete the GEMT cost reports.
- Provided regular email and phone call updates reminding clients when their first cost reports were due and providing them their customized transport reports to help them complete the reports.

#### Quality Assurance Fee Program (QAF)

The latest California program is the GEMT QAF which allows that the QAF collected is disbursed to increase reimbursement to GEMT providers for Medi-Cal transports. Wittman Enterprises has worked closely with our clients to provide regular updates from the Client Liaison team as well as required reports and a resource webpage devoted to current status and changes. Below is an example directly from our website:

#### California GEMT QAF Program Resources

#### NEWS

In accordance with Senate Bill (SB) 523 (Chapter 773, Statutes of 2017) and Welfare and Institutions Code (WIC) section 14129, DHCS is authorized to collect from GEMT ("Ground Emergency Medical Transport") providers the following data: (1) on a quarterly basis, the number of emergency medical transports, by payer type, and (2) on an annual basis, gross receipts received from the provision of emergency medical transports per state fiscal year. The data collected is used to calculate an annual GEMT QAF rate that will be imposed on each emergency medical transport provided by each GEMT provider subject to the QAF ("Quality Assurance Fee").The QAF collected will be used to increase reimbursement to GEMT providers by application of an add-on to the fee-for-service fee schedule rate for the affected emergency medical transport billing codes (*excerpted 4/22/19 from GEMT QAF website:* https://www.dhcs.ca.gov/provgovpart/Pages/GEMTQAF.aspx).

#### LINKS

GEMT QAF Program: https://www.dhcs.ca.gov/provgovpart/Pages/GEMTQAF.aspx

Questions regarding GEMT data reporting or QAF payments, email: QAF@dhcs.ca.gov

Questions regarding GEMT QAF policy, email: GEMTQAF@dhcs.ca.gov

#### DHCS submission site: https://www.dhcs.ca.gov/provgovpart/Pages/QAF.aspx

Under "Ground Emergency Medical Transport Program (GEMT)", click **"GEMT Data Submission Form"** link

#### FAQs

Check this link to see our regularly updated GEMT QAF Frequently Asked Questions page.

#### Emergency Triage, Treat, and Transport (ET3) Model

Wittman Enterprises works with our clients on new programs such as ET3, Community Paramedicine, Alternate Destination, etc., making recommendations and trying to provide as much information and support as possible if and when the client decides on their chosen level of participation. The ET3 is a current program we are helping our clients with, through education and regular updates as well as website content and regular mailings and/or seminars as seen below:

#### NEWS

#### Emergency Triage, Treat, and Transport (ET3) Model (from CMS.gov)

ET3 is a voluntary, five-year payment model that will provide greater flexibility to ambulance care teams to address emergency health care needs of Medicare beneficiaries following a 911 call. Under the ET3 model, the Centers for Medicare and Medi-Cal Services (CMS) will pay participating ambulance suppliers and providers to: 1) transport an individual to a hospital emergency department (ED) or other destination covered under the regulations, 2) transport to an alternative destination (such as a primary care doctor's office or an urgent care clinic), or 3) provide treatment in place with a qualified health care practitioner, either on the scene or connected using telehealth. **Continue reading from CMS.gov** (https://innovation.cms.gov/initiatives/et3/)

#### ET3 Webinar - March 25, 2019 (from NAEMT.org)

Join leaders from NAEMT, NAEMSP and IAFC for an informational webinar on the clinical, operational and financial considerations that agencies should be evaluating NOW if they are considering applying to participate in the ET3 model.The ET3 webinar will be held on <u>March 25</u>, <u>2019 at 1 pm EST. Continue reading from NAEMT.org and complete webinar registration</u> (http://naemt.org/events/et3-webinar)

#### LINKS

Emergency Triage, Treat, and Transport (ET3) Model: CMS.gov (https://innovation.cms.gov/initiatives/et3/)

# ePCR Interface

Wittman provides extensive mapping of information with most ePCR systems (like ImageTrend) to ensure they correctly correspond to our billing system. There are no requirements or added cost for an electronic interface with Wittman Enterprises, LLC. We have successful mapping experience with multiple ePCR systems as recognized in the chart below. We encourage you to contact our other clients to discuss not only the seamless ePCR interface; but also to discuss our high levels of service as an EMS/Fire billing company.



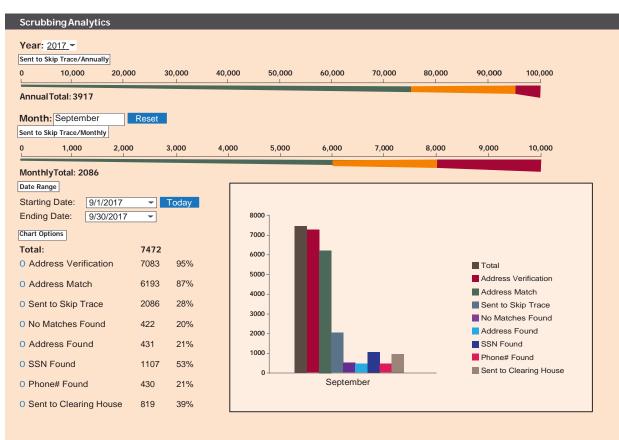
# ePCR Interfacing/Uploading Overview

We work with each individual client to determine the most effective way to transfer the care report from ePCR programs such as ESO Solutions, ZOLL, ImageTrend, Field Saver, FireHouse, EMS Charts, Sansio HealthEMS, Alpine, and WATER: On Scene to our ZOLL billing system. The process generally requires minimal input from individual EMS organizations.

Our Electronic Billing Team reconciles the NEMSIS file with the batch listed on the ePCR system to detect any inconsistencies. Files are then uploaded to our billing system workflows and processed. We utilize ZOLL's RescueNet billing software and our IT team has worked extensively with ZOLL to ensure that all aspects of our processes operate efficiently with any ePCR system currently in operation. Our time-tested process allows seamless integration with the ESO platform or any ePCR program used by the State. Wittman Enterprises has successfully interfaced with many ePCR products for our clients and they are mapped into our ZOLL RescueNet billing program for complete integration and data transfer/delivery.

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# Incident Scrubbing Analytics (Proprietary and Confidential)



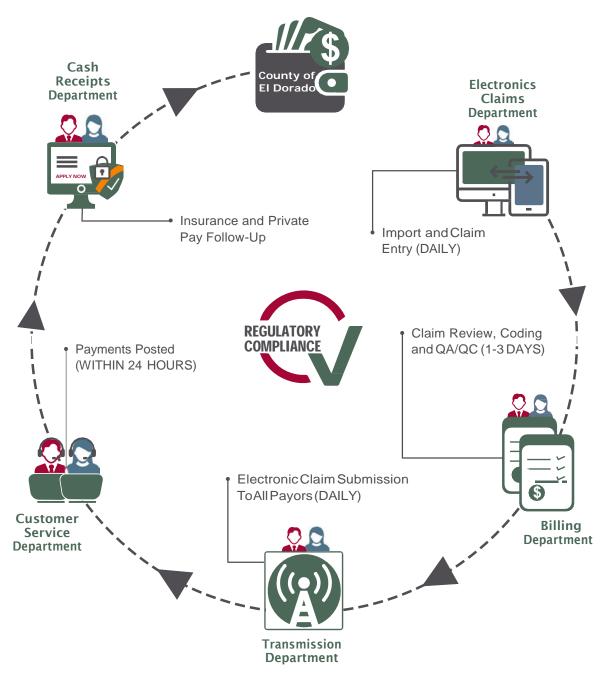
## **Billing System**

ZOLL and its RescueNet software have long been recognized as one of the industry's powerful and comprehensive electronic patient care billing and reporting solutions. Wittman Enterprises has used ZOLL for our billing software since 2003. While we regularly evaluate the effectiveness of our billing software and of others on the market, there are currently no plans to make changes to our billing system. By utilizing third-party software, we receive the benefit of their full staff of programmers and IT staff to address issues when they arise. In addition, major changes such as the implementation of ICD-10 and ANSI 5010 do not create a strain on our internal resources as ZOLL effectively tests and implements similar changes in advance of the requirement. **We provide extensive mapping of NEMSIS 2 and NEMSIS 3 information with most ePCR systems to ensure that they correctly import automatically to and correspond with our billing system.** 

## Requests for Changes in Department-Provided Data

We do not anticipate requesting any changes in data collection by our clients, provided we receive ePCRs and appropriate documentation filled out completely—meeting industry, Medicare, Medi-Cal, HIPAA, and other billing standards and requirements. However, if key information required for accurate billing and payment is missing from our regular correspondence from you we will promptly request a meeting to go over specific needs to continue maximizing billing and collection results.

# Billing to Payment Cycle



# Hospital Patient Records Systems

Creating a mutually beneficial partnership with your destination hospitals is a key part of our transition schedule when we begin our work with you. Initial contact is usually started even before the contract has been finalized. Initially, most hospitals elect to exchange data through a fax solution where Wittman submits an information request on a regular basis. Once the information is retrieved, the face sheets are faxed back to Wittman for further processing. This is an effective short-term solution; however, we then work with HIPAA compliance and IT teams at each hospital to attempt to establish a more efficient mode of information transfer. Typically, faxed requests will take a minimum of two working days before we might expect to receive the requested information from the hospital.

As part of this proposal, we commit to introducing ourselves to your top receiving hospitals to discuss how we can work together to implement a more effective, streamlined process. Expediting the initial set-up is important and we will continue to work with hospital Health Information Management (HIM) personnel to set up a more efficient option: a scheduled VPN or FTP "data dump." In combination, the two methods ensure regular exchange of information and the retrieval of hospital face sheets in the most expedient way allowed.

Worth noting, Wittman has created an automated report that automatically pulls **Kaiser** and **Sutter** (Norcal) trips by verified date and sends results to our Patient Services Lead (Rachel Troche). She has established relationships with specific contacts at both the Sutter and Kaiser systems and directly faxes and/or emails face sheet information requests to those contacts. Our success rate in obtaining face sheet information from these two hospital systems is very high.

# Denied or Disallowed Claims

Wittman Enterprises pursues every claim and follows through with every denial so that all legitimate revenue is collected on behalf of our clients. Denials are not accepted; in fact as a policy we appeal all claims where the denial has appeal rights and we determine that an appeal is warranted. Additionally, Wittman demands payment with the appropriate interest from non-compliant insurance companies.

#### **Medicare Denials**

Medicare may deny claims for any number of reasons such as a patient without Part B coverage on the date of service, incorrect patient information on the claim, Medicare is a secondary payer, the patient has a Medicare Advantage plan, and many others. Wittman Enterprises actively appeals and processes all denials, making sure our clients get their maximum legal reimbursements. Our thorough process starts with reviewing the denial code and includes:

- Identifying the course of action based on the denialcode
- Further researching Medicare Eligibility
- Verifying payer primacy between patient insurance and Medicare coverage
- Locating Medicare Advantage plan coverage
- Reviewing modifiers and codes for accuracy
- Checking EOBs for reported non-covered services or for no Part B coverage

- Billing secondary payers such as insurance and Medi-Cal as necessary
- Correcting information requested on denial and resubmission to Medicare, supplemental insurance, Medi-Cal, and the patient to reflect all necessary changes
- Scheduling a call-back date to follow up on resubmission
- Notating the account so that it reflects up-to-the-minute status of every claim

#### **Medi-Cal Denials**

Not all Medi-Cal denials are provided to us in the same way. Most are received in traditional Explanation of Benefit (EOB) format where codes are given and definitions for the codes are provided on the EOB. Others are returned in letter format only without codes or any clear reason for the denial. Our procedures for processing Medi-Cal denials include:

- Reviewing EOB/letter to verify if a payment was issued, and to identify the explanation for the listed code. This primary step is key for determining the type of denial received and what course of action to take for ultimate payment.
- Further investigating patient's Medi-Cal eligibility and modify claim data if necessary.
- Identifying hierarchy of payers. Assuming Medi-Cal is the primary; add appropriate denial code along with any other necessary changes.
- Resubmitting claim to Medi-Cal.
- Scheduling a call-back date to follow up on resubmission.
- Notating the account so that it reflects up-to-the-minute status of every claim.

#### **Insurance Denials**

Health Plans and Medical Groups issue denials when all or parts of a claim are not paid. There are several types of denials. Some are issued correctly according to the patient's insurance policy and/ or billing guidelines while others are incorrect due to an error by the health plan when processing the claim. Our standard operating procedures include:

- Verifying whether the denial is based on "Not a Covered Benefit", "Not Eligible", "Unable to identify as a Member" or, "Primary Insurance Paid more than Allowed", for example.
- If there is another billable insurance on file, sending a claim to that insurance, attaching the denial received.
- If there is no other billable insurance on file, contacting the patient to inform them of the denial and request any other insurance information.
- When corrected information is received from the patient, updating the payer information and send a claim and a copy of the PCR to that insurance with the denial received attached.
- When there is no viable insurance policy to bill, no Member or Resident program, converting the claim to private pay and billing directly to the patient.

We have a significant number of Standard Operating Procedures (SOPs) covering numerous scenarios for processing denials for Medicare, Medi-Cal, and Private Insurance. Our SOPs are also available to you for review if you would like a more exhaustive explanation of our various methods.

# Clear and Concise Reporting

Our robust reporting is customized to meet your reporting needs and provide complete accountability and transparency for the work we do on your behalf. We have hundreds of reports available for your metrics and reporting needs. There is no extra fee for reporting or for Ad Hoc reports designed for your exclusive use. Reports are available from your assigned Division Manager and Client Liaison at any time AND many of them come hard coded in your Client Portal for live and electronic access based on pre-populated fields. Other reports from your program can also be hard coded into your Portal access and be made available via our Client Portal.

#### Meeting Reporting Requirements

The County of El Dorado will have access to our Client Portal and client reporting system allowing authorized County and EMS/Fire personnel to obtain invoices, account balances, billing reports, and other hands-on account management tools. Daily, monthly, quarterly, annual, and special reporting can be provided in PDF and Excel format. Our reporting system allows interface with Crystal reporting software. For example, El Dorado's customized reporting program might include specific details such as:

3 Number of Reports Received	3 Number Billed and Bill Type
3 Calls Not Billed	3 Gross Charges
3 Contributions Allowed or Write Down	3 Net Charges
3 Adjustments	3 Payments
3 Refunds	3 Balance Owed
3 Number of Bills and Amounts Sent to Collections	3 Pending Claims at Collections
3 Write Offs	3Aging Reports

#### **Reporting Library**

This is a small sample of our extensive reporting library. In fact, we have well over 200 systemgenerated reports as well as more than 100 customized reports to meet the reporting needs of all of our clients. Utilizing our in-house programmers, we are able to design reporting programs to fit all of our clients' needs.

- 3 Management Summary
- 3 Incident Survey Summary by Trip Date
- 3 Aging: Current Payer (aging data)
- 3 Credit Summary
- 3 Activity Summary by Payer

3 Ticket Survey Summary by Payer

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- 3 Year-To-Date Revenue
- 3Cash Receipts Summary
- 3 Activity Summary by Vehicle
- 3 Refund Report

#### Meeting Monthly Reporting Requirements

Our month-end correspondence with you includes Cash Receipt Reports that reconcile all deposits, receivables, billings, patient accounts, adjustments, dishonest checks, and refunds. All other processes and functions at Wittman Enterprises, LLC are ongoing. Financial and performance reports are detailed and easy to read. On-Demand (ad hoc) reports are our specialty and are provided at a moment's notice at no additional charge. These reports provide detailed accounting for account adjustments of any type and track revenue by period. Our reports are **Accurate and Easy to Read. Robust and Individualized. Accessible.** 

- A/R Aging Report: This report can be either a detail or summary report based on trip date (date of service), patient, or payer. It can be customized to track a specific payer or payers and date ranges and lists how many ambulance claims are still outstanding for any given time period.
- Ticket Survey Report: Detail or Summary can be run by date of service, payer or patient or combination thereof. Ticket Surveys are used to provide the number of accounts input into the system in a given month and under the payer mix category. This information provides revenue projection information and can be used to verify that all tickets sent have been received.
- Year-to-Date Revenue Report: This report provides a snapshot of the last twelve months at any time. It offers totals in all categories including Medicare and Medi-Cal write-downs, monthly amount of delinquent accounts and refund amounts. It is a very effective performance analysis tool in monitoring our performance as it reflects our ongoing collection rate, both gross and net, for a twelve-month period.
- Management Summary Report: The report is run by fiscal year. It provides an accounting by financial class of total trips and dollars billed each month, with a cumulative year-to-date tracking. It also provides an accounting of the dollars received each month by financial class with a cumulative year-to-date tracking.
- Ad Hoc Reports: On-demand reports are our specialty and are provided at no additional charge. Our billing software collects and tracts numerous data elements whether input manually or electronically downloaded. From the large data field our ad hoc reports are available and online for County of El Dorado review and can contain month-end and real-time information as required.

Your monthly reports can be emailed, dropped to your FTP mailbox, or sent to you via U.S. Mail – depending on the County's preferences.

# Cash Receipts Journal (Detail): MONTHLY

#### Monthly Cash Receipts Journal (Detail)

Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> Adjustments
01/01/16	Smith, John	Mcare HMO Secure Horizon	01/01/16	0.00	470.32	0.00	0.00	0.00
		Total Dollars for: 01/01/16		0.00	470.32	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/23/15	0.00	0.00	1,159.65	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/08/15	0.00	0.00	883.75	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/28/15	0.00	0.00	355.77	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/01/15	0.00	0.00	730.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/10/15	0.00	0.00	845.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	02/25/14	0.00	0.00	785.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	04/04/15	0.00	0.00	300.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/05/15	0.00	0.00	885.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/20/15	0.00	0.00	195.49	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/06/15	0.00	0.00	818.25	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/29/15	0.00	0.00	1,033.43	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/14/15	0.00	0.00	993.13	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/30/15	0.00	0.00	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/12/14	0.00	0.00	147.78	0.00	0.00
01/02/16	Smith, John	Bill Patient	02/12/15	0.00	0.00	173.25	0.00	0.00
01/02/16	Smith, John	Bill Patient	08/01/15	0.00	0.00	825.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/17/15	0.00	0.00	895.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	08/02/15	0.00	0.00	950.00	0.00	0.00
01/02/16	Smith, John	Mcare HMO Secure Horizon	01/02/16	0.00	387.35	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	03/11/15	0.00	0.00	1,715.36	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/30/15	0.00	0.00	1,006.75	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/12/15	0.00	0.00	898.13	0.00	0.00
01/02/16	Smith, John	Bill Patient	08/06/15	0.00	0.00	883.13	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/29/15	0.00	0.00	343.94	0.00	0.00
01/02/16	Smith, John	Champ VA/469064	08/17/15	94.03	0.00	0.00	0.00	0.00
01/02/16	Smith, John	Tricare for Life lns/7890	06/23/15	90.25	0.00	0.00	0.00	0.00
01/02/16	Smith, John	BCBS Of Texas/660044	01/19/13	-143.32	0.00	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/20/13	0.00	0.00	1,018.13	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/22/15	0.00	0.00	740.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	04/07/15	0.00	0.00	1,188.13	0.00	0.00

Sample Month-End Reports

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Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> Adjustments
01/02/16	Smith, John	Bill Patient	07/17/15	0.00	0.00	1,277.86	0.00	0.00
01/02/16	Smith, John	BCBS Of Texas/660044	09/30/12	143.32	0.00	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	05/06/15	0.00	0.00	100.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	04/20/15	0.00	0.00	789.20	0.00	0.00
01/02/16	Smith, John	Bill Patient	02/05/15	0.00	0.00	795.00	0.00	0.00
01/02/16	Smith, John	Tricare for Life lns/7890	01/01/13	-90.25	0.00	0.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	07/16/15	0.00	0.00	820.00	0.00	0.00
01/02/16	Smith, John	Bill Patient	05/19/15	0.00	0.00	222.97	0.00	0.00
01/02/16	Smith, John	Bill Patient	06/29/15	0.00	0.00	950.00	0.00	0.00
		Total Dollars for: 01/02/16		94.03	387.35	24,724.10	0.00	0.00
01/03/16	Smith, John	Medicaid Texas	01/03/16	0.00	548.00	0.00	0.00	0.00
01/03/16	Smith, John	Medicare Texas	01/03/16	0.00	380.67	0.00	0.00	0.00
01/03/16	Smith, John	Medicare Texas	01/03/16	0.00	548.95	0.00	0.00	0.00
		Total Dollars for: 01/03/16		0.00	1,477.62	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	03/30/15	0.00	0.00	0.00	0.00	100.58
01/04/16	Smith, John	Mcare HMO Secure Horizor	n 01/04/16	0.00	403.44	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/10/15	363.50	-12.24	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	04/27/15	0.00	0.00	0.00	0.00	91.42
01/04/16	Smith, John	Medicare Texas	10/17/15	360.65	-12.19	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/11/15	354.95	-12.06	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	09/19/15	333.86	-10.90	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	01/04/16	0.00	385.23	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/02/15	591.35	-20.14	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	03/15/14	0.00	0.00	0.00	0.00	610.00
01/04/16	Smith, John	Medicare Texas	10/04/15	357.80	-12.12	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/06/15	365.21	22.72	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	07/23/15	0.00	0.00	0.00	0.00	102.47
01/04/16	Smith, John	Medicare Texas	10/05/15	362.36	-12.22	0.00	0.00	0.00
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Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> Adjustments
01/04/16	Smith, John	Medicare Texas	10/18/15	313.35	-10.46	0.00	0.00	0.00
01/04/16	Smith, John	Medicaid Texas	06/15/15	0.00	325.56	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	01/04/16	0.00	452.10	0.00	0.00	0.00
01/04/16	Smith, John	Mcaid HMO Aetna Better H	01/30/15	0.00	146.88	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/11/15	350.96	-11.98	0.00	0.00	0.00
01/04/16	Smith, John	Veterans Admin Dallas Fee	11/24/14	0.00	0.00	0.00	0.00	944.43
01/04/16	Smith, John	Medicare Texas	01/04/16	0.00	363.74	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	01/14/15	0.00	0.00	0.00	0.00	953.00
01/04/16	Smith, John	Medicare Texas	01/04/16	0.00	504.05	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/06/15	367.49	-12.33	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/16/15	396.56	-12.97	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/13/15	412.52	-13.31	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/09/15	357.23	-12.12	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	10/10/15	305.36	-10.28	0.00	0.00	0.00
01/04/16	Smith, John	Bill Patient	03/15/15	0.00	0.00	0.00	0.00	931.60
01/04/16	Smith, John	Medicare Texas	10/11/15	357.80	-12.12	0.00	0.00	0.00
01/04/16	Smith, John	Medicare Texas	01/04/16	0.00	0.00	0.00	0.00	0.00
		Total Dollars for: 01/04/16		5,950.95	2,416.28	0.00	0.00	3,733.50
01/05/16	Smith, John	Mcaid HMO Amerigroup Te	01/05/16	0.00	540.67	0.00	0.00	0.00
01/05/16	Smith, John	Medicare Texas	01/05/16	0.00	0.00	0.00	0.00	0.00
01/05/16	Smith, John	Mcare HMO Amerigroup Te	01/05/16	0.00	367.35	0.00	0.00	0.00
01/05/16	Smith, John	Medicare Texas	01/05/16	0.00	472.99	0.00	0.00	0.00
01/05/16	Smith, John	Medicare Texas	01/05/16	0.00	406.71	0.00	0.00	0.00
01/05/16	Smith, John	Medicare Texas	01/05/16	0.00	581.45	0.00	0.00	0.00
01/05/16	Smith, John	Medicare Texas	03/16/14	0.00	447.49	0.00	0.00	0.00
		Total Dollars for: 01/05/16		0.00	2,816.66	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	01/06/15	0.00	0.00	1,051.25	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/13/15	0.00	0.00	805.00	0.00	0.00
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Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> <u>Adjustments</u>
01/06/16	Smith, John	Mcaid HMO Amerigroup Te	10/21/15	284.44	109.08	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	01/22/15	0.00	0.00	1,090.00	0.00	0.00
01/06/16	Smith, John	Medicare Texas	01/06/16	0.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/20/15	50.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/09/15	0.00	0.00	500.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/21/15	0.00	0.00	915.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/16/15	0.00	0.00	1,635.00	0.00	0.00
01/06/16	Smith, John	Mcare HMO Wellmed Medi	09/22/15	181.83	479.42	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	05/03/15	0.00	0.00	300.00	0.00	0.00
01/06/16	Smith, John	BCBS of Texas FEP/660044	09/15/15	364.65	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/05/15	0.00	0.00	953.75	0.00	0.00
01/06/16	Smith, John	Bill Patient	12/03/13	10.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/28/15	0.00	0.00	780.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	05/15/14	10.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Mcaid HMO Amerigroup Te	01/06/16	0.00	424.42	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/07/12	25.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/17/15	0.00	0.00	11.79	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/22/15	0.00	0.00	835.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/15/15	0.00	0.00	318.16	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/14/14	0.00	0.00	780.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/25/15	0.00	0.00	1,005.00	0.00	0.00
01/06/16	Smith, John	Mcaid HMO Amerigroup Te	10/03/15	237.17	25.89	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/26/15	0.00	0.00	790.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/07/15	0.00	0.00	963.04	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/16/15	0.00	0.00	760.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/02/15	0.00	0.00	805.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/07/15	0.00	0.00	103.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/24/15	0.00	0.00	889.38	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/05/15	0.00	0.00	805.00	0.00	0.00
01/06/16	Smith, John	Mcare HMO Secure Horizon	01/06/16	0.00	390.32	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/24/15	0.00	0.00	206.09	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/07/15	0.00	0.00	840.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	10/05/14	0.00	0.00	420.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/08/15	0.00	0.00	948.22	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/29/15	0.00	0.00	1,015.00	0.00	0.00

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Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> Adjustments
01/06/16	Smith, John	Bill Patient	07/06/15	0.00	0.00	1,101.25	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/11/15	0.00	0.00	925.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	11/20/13	0.00	0.00	780.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	04/24/15	0.00	0.00	942.99	0.00	0.00
01/06/16	Smith, John	Bill Patient	04/25/15	0.00	0.00	875.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/07/14	0.00	0.00	899.29	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/13/15	0.00	0.00	883.04	0.00	0.00
01/06/16	Smith, John	Bill Patient	10/21/14	0.00	0.00	971.25	0.00	0.00
01/06/16	Smith, John	United Health Care West/30	05/23/15	980.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/22/15	0.00	0.00	750.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/05/15	0.00	0.00	915.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/18/15	0.00	0.00	935.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/11/15	0.00	0.00	815.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/21/15	0.00	0.00	1,036.25	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/04/15	0.00	0.00	913.76	0.00	0.00
01/06/16	Smith, John	Bill Patient	01/07/15	35.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/26/15	0.00	0.00	877.50	0.00	0.00
01/06/16	Smith, John	BCBS of Texas FEP/660044	09/18/15	715.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	03/31/15	0.00	0.00	830.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/05/15	0.00	0.00	885.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/13/14	0.00	0.00	905.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	02/17/15	0.00	0.00	925.00	0.00	0.00
01/06/16	Smith, John	Medicare Texas	01/06/16	0.00	371.95	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	06/23/15	0.00	0.00	1,070.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/03/15	0.00	0.00	885.00	0.00	0.00
01/06/16	Smith, John	BCBS Of Texas/660044	09/18/15	812.50	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	12/19/14	0.00	0.00	250.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	09/25/15	0.00	0.00	1,622.50	0.00	0.00
01/06/16	Smith, John	Medicare Texas	01/06/16	0.00	383.49	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/02/15	0.00	0.00	866.25	0.00	0.00
01/06/16	Smith, John	Bill Patient	11/29/14	0.00	0.00	182.04	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/31/15	0.00	0.00	815.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/13/15	0.00	0.00	960.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	05/12/15	0.00	0.00	887.50	0.00	0.00
01/06/16	Smith, John	Bill Patient	11/26/14	0.00	0.00	875.00	0.00	0.00

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Deposit Date	Customer Name	Payor	Date of Service	Payments	Contractual Allowance	Write-Offs	Refunds	<u>Revenue</u> Adjustments
01/06/16	Smith, John	Bill Patient	07/10/15	50.00	0.00	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/11/15	0.00	0.00	770.00	0.00	0.00
01/06/16	Smith, John	Mcaid HMO Amerigroup Te	10/05/15	275.49	30.09	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/10/15	0.00	0.00	905.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	08/31/15	0.00	0.00	870.00	0.00	0.00
01/06/16	Smith, John	Mcaid HMO Amerigroup Te	10/29/15	284.44	31.06	0.00	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/23/15	0.00	0.00	870.09	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/14/15	0.00	0.00	820.49	0.00	0.00
01/06/16	Smith, John	Bill Patient	07/20/15	0.00	0.00	1,058.61	0.00	0.00
01/06/16	Smith, John	BCBS Of Texas/660044	07/26/15	960.09	0.00	0.00	0.00	0.00
		Total Dollars for: 01/06/16		5,275.61	2,245.72	50,397.49	0.00	0.00
01/07/16	Smith, John	Mcare HMO Aetna/14079	08/17/15	388.84	61.18	0.00	0.00	0.00
01/07/16	Smith, John	Medicaid Texas	01/07/16	0.00	451.29	0.00	0.00	0.00
01/07/16	Smith, John	Medicaid Texas	01/07/16	0.00	571.29	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	12/07/14	20.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Medicaid Texas	08/27/15	92.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	05/15/15	20.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	09/16/15	178.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Mcare HMO Secure Horizon	01/07/16	0.00	377.35	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	06/03/15	75.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	08/25/15	20.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	01/06/15	25.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	06/10/15	207.16	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Mcare HMO Secure Horizon	01/07/16	0.00	438.29	0.00	0.00	0.00
01/07/16	Smith, John	Medicare Texas	10/04/15	0.00	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Mcare HMO Secure Horizon	01/07/16	0.00	404.04	0.00	0.00	0.00
01/07/16	Smith, John	Mcaid HMO Amerigroup Te	07/24/15	92.58	0.00	0.00	0.00	0.00
01/07/16	Smith, John	Bill Patient	09/11/15	18.60	0.00	0.00	0.00	0.00
		Total Dollars for: 01/07/16		1,137.18	2,303.44	0.00	0.00	0.00

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Deposit Date	Customer Name	<u>Payor</u>	Date of Service		Contractual Allowance	Write-Offs	<u>Refunds</u>	<u>Revenue</u> <u>Adjustments</u>	
				<u>Payments</u>	Contractual <u>Allowance</u>	<u>Write-Offs</u>	<u>Refunds</u>	Revenue <u>Adjustments</u>	
		Grand Totals:	<u> </u>	\$12,457.77	<mark>\$12,117.39</mark>	<mark>\$75,121.59</mark>	\$0.00	\$3,733.50	
RescueNet™			Drinted On:	9/2/2016 at 3:24:	EDM				Page 7

# Monthly Summary Report: MONTHLY

#### Management Summary Report Monthly and Fiscal Year to Date **Fire Department** June 2016 Financial Class Number of Percent of Year to Date Percent of Charges Percent of Year to Date Percent of Payments Percent of Year to Date Percent of Accounts Total Total Accts. Total YTD Total Total Charges Total YTD Total Payments Total YTD 424 \$44,974.39 Medicare 52 24.53% 19.04% 24.63% \$364,767.50 18.45% \$21,569.96 26.26% \$194,517.21 24.76% Medicare HMO 43 20.28% 426 19.13% \$34,843.92 19.08% \$363,256.66 18.37% \$15,170.75 18.47% \$155,405.91 19.78% Medi-Caid 2 0.94% 36 1.62% \$1,547.00 0.85% \$30,574.67 1.55% \$1,993.03 2.43% \$19,280.57 2.45% Medi-Caid HMO 11 97 \$3,967.83 5.19% 4.36% \$10,116.96 5.54% \$79,921.43 4.04% 4.83% \$35,703.40 4.54% Insurance 17 8.02% 126 5.66% \$14,324.37 7.84% \$107,957.08 5.46% \$27,199.01 33.11% \$267,271.76 34.02% 86 Private Pay 40.57% 1108 49.75% \$75,935.91 41.58% \$960,825.45 48.60% \$12,248.22 14.91% \$113,487.81 14.44% Kaiser 0 0.00% 0.00% \$0.00 0.00% \$0.00 0.00% \$0.00 0.00% \$0.00 0.00% Membership 0.47% 10 0.45% \$920.63 0.50% \$9,104.38 0.46% \$0.00 0.00% 0.00% \$0.00 Prior Sales -\$28.00 -0.02% \$60,691.08 3.07% \$182,635.18 Sub Total 2227 \$1,977,098.25 \$82,148.80 \$785,666.66 212 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% Dry Runs 0 0.00% 0.00% \$0.00 0.00% \$0.00 0.00% \$0.00 0.00% \$0.00 0.00% 100.00% 100.00% \$182,635.18 100.00% \$1,977,098.25 100.00% \$82,148.80 100.00% \$785,666.66 100.00% Total 212 2227

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#### Ticket Survey Detail Report (Trip Date)

Trip Date IS BETWEEN 01/01/2016 AND 01/07/2016;

Date of Service	Incident#	Customer Name	From:	To:		Charges
/1/2016				Harr	is Methodist HEB	\$ 780.93
/1/2016					h Hills Hospital	\$ 840.0
/1/2016					is Methodist HEB	\$ 760.0
/1/2016					is Methodist HEB	\$ 915.0
/1/2016				<no< td=""><td></td><td>\$ 1.0</td></no<>		\$ 1.0
/1/2016					is Methodist HEB	\$ 840.0
/1/2016					Peter Smith Hospital	\$ 938.13
				Total ticket count for	1/1/2016	7
				Total charges for	1/1/2016	\$ 5,075.0
/2/2016				Nort	h Hills Hospital	\$ 825.0
/2/2016					is Methodist	\$ 948.5
				Hos	oital-Fort Worth	
/2/2016				John	Peter Smith Hospital	\$ 1,001.6
				Total ticket count for	1/2/2016	3
				Total charges for	1/2/2016	\$ 2,775.
/3/2016					h Hills Hospital	\$ 760.0
/3/2016					h Hills Hospital	\$ 730.0
/3/2016					k Childrens Medical	\$ 916.0
/3/2016				Cent Bayl	er or Regional Medical	\$ 786.0
				Cent	er-Grapevine	
/3/2016				Harr	is Methodist HEB	\$ 790.0
/3/2016					or Regional Medical er-Grapevine	\$ 1,015.4
				Total ticket count for	1/3/2016	6
				Total charges for	1/3/2016	\$ 4,997.
/4/2016				New	h 11:11-11:4-1	¢ 9 <b>2</b> 0.0
/4/2016					h Hills Hospital	\$ 820.0 \$ 830.0
/4/2016					h Hills Hospital	\$ 830.0 \$ 754.0
/4/2016					is Methodist HEB	\$ 754.0 \$ 001.0
/4/2016					is Methodist HEB	\$ 901.0 \$ 720.0
/4/2016					is Methodist HEB	\$ 729.0 \$ 952.2
/4/2016 /4/2016					is Methodist HEB	\$ 952.2 \$ 850.0
/4/2016				Nort	h Hills Hospital	\$ 850.0
				Total ticket count for	1/4/2016	7
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#### **Ticket Survey Detail Report (Trip Date)**

Trip Date IS BETWEEN 01/01/2016 AND 01/07/2016;

	Incident#	Customer Name	From:	То:		Charges
				Total charges for	1/4/2016	\$ 5,836.2
1/5/2016				Harri	s Methodist HEB	<b>\$ 944.1</b>
1/5/2016				Harri	s Methodist HEB	\$ 770.0
1/5/2016				North	n Hills Hospital	\$ 805.0
1/5/2016				Harri	s Methodist HEB	\$ 924.0
1/5/2016				Harri	s Methodist HEB	\$ 779.0
1/5/2016				Harri	s Methodist HEB	\$ 970.0
				Total ticket count for	1/5/2016	6
				Total charges for	1/5/2016	\$ 5,192.
16/2016				N. d	TT-11 TT 1/ 1	¢ =00.0
1/6/2016					n Hills Hospital s Methodist HEB	\$ 780.0 \$ 730.0
1/6/2016					s Methodist HEB	\$ 730.0
1/6/2016					n Hills Hospital	\$ 835.0
1/6/2016 1/6/2016						\$ 780.0
1/6/2016					s Methodist HEB 1 Hills Hospital	\$ 829.5 \$ 812.0
				Total ticket count for	1/6/2016	6
				Total charges for	1/6/2016	\$ 4,766.
17/2014					s Methodist	¢ 002 0
1/7/2016					ital-Fort Worth	\$ 883.0
1/7/2016					s Methodist	\$ 958.0
				Hosp	ital-Fort Worth	
1/7/2016				Harri	s Methodist HEB	\$ 815.0
1/7/2016				Harri	s Methodist HEB	\$ 890.0
1/7/2016				Harri	s Methodist HEB	\$ 770.0
				Total ticket count for	1/7/2016	5
				Total charges for	1/7/2016	\$ 4,316.
				Grand Total Ticket	Count	40

# Year-to-Date: MONTHLY

#### Year to Date Revenue Report Fire Department

				MCARE		MCAID			OTHER							-					1			
		CHARGES		WRITE		WRITE	ME	MBERSHIP		NIE	T CHARGES							р	AD DEBT				NIE	W A/R
		BILLED		DOWNS		DOWNS		TE DOWNS		NE	BILLED	ъ	YMENTS	р	EFUNDS	NIE	<b>FRECEIPTS</b>	B	AD DEB I W/O'S		W/O'S	ADJ		W A/K LANCE
AUGUST '15	\$	131,042.55	\$	31,997.47		1,265.69	\$	2,478.45		\$	95,300,94	\$	51,772.68		EFUNDS	S S	51,772.68	¢	56,287.22	\$		\$ (183.00)		50,549.44
SEPTEMBER '15	Ŧ	165,671.92	\$	31,009.83		10.343.97	\$	1,368.51	3,519.68	\$	119.429.93		56,839.35		-	\$	56.839.35	\$	42,676.39	Ŧ	,	\$ 1.63		70,465.26
OCTOBER '15	\$	154,750.09	\$	32,532.12		9,463.75	\$	2,457.47	2,471.72	\$	107,825.03	\$	66,520.91		1,798.08	\$	64,722.83	\$	6,104.78	\$	2,325.73	\$ 106.62		05,243.57
NOVEMBER '15	\$	151,378.72	\$	33,617.29		7,236.48	\$	1.385.00	(885.00)	\$	110.024.95	\$	60,406,10		-	\$	60,406.10	\$		\$		\$ 0.18		24,118.71
DECEMBER '15	\$	178,143.25	\$	45,643.60		9,249.12	\$	3,587.88	\$ 2,555.58		117,107.07	\$	49,381.49	\$	3,352.99	\$	46,028.50	\$	(185.67)	\$	860.00	\$ 0.03		94,522.98
JANUARY '16	\$	140,241.46	\$	42,792.72	\$	2,832.51	\$	2,106.53	\$ 3,897.15	\$	88,612.55	\$	51,715.12	\$	-	\$	51,715.12	\$	74,734.58	\$	1,452.81	\$ -	\$ 6	55,233.02
FEBRUARY '16	\$	202,581.92	\$	54,294.55	\$	10,456.68	\$	6,026.59	\$ 1,868.89	\$	129,935.21	\$	72,075.85	\$	-	\$	72,075.85	\$	46,187.31	\$	98.81	\$ 2.00	\$ 6	66,808.26
MARCH '16	\$	170,095.04	\$	37,715.49	\$	12,200.34	\$	3,926.01	\$ 2,048.78	\$	114,204.42	\$	79,068.42	\$	1,101.28	\$	77,967.14	\$	(2,130.00)	\$	8.00	\$ 856.82	\$ 7	06,024.36
APRIL '16	\$	186,284.23	\$	45,972.70	\$	9,091.71	\$	7,073.56	\$ 4,553.18	\$	119,593.08	\$	80,673.92	\$	-	\$	80,673.92	\$	44,382.26	\$	(10.00)	\$ 4.52	\$ 7	00,575.78
MAY '16	\$	156,459.77	\$	45,456.48	\$	9,766.83	\$	8,167.63	\$ 3,587.89	\$	89,480.94	\$	85,781.63	\$	-	\$	85,781.63	\$	28,193.27	\$	(0.01)	\$ 1.35	\$ 6	76,083.18
JUNE '16	\$	182,635.18	\$	42,063.06	\$	11,840.12	\$	4,479.31	\$ 2,123.93	\$	122,128.76	\$	82,148.80	\$	-	\$	82,148.80	\$	23,803.98	\$	1,380.65	\$ 67.13	\$ 6	90,945.64
JULY '16	\$	143,241.45	\$	39,000.15	\$	1,445.86	\$	3,589.01	\$ 604.61	\$	98,601.82	\$	65,620.85	\$	-	\$	65,620.85	\$	(1,512.74)	\$	948.01	\$ 42.56	\$ 7	24,533.90
YEAR TO																								
DATE TOTALS	\$	1,962,525.58	\$	482,095.46	\$	95,193.06	\$	46,645.95	\$ 26,346.41	\$	1,312,244.70	\$	802,005.12	\$	6,252.35	\$	795,752.77	\$	348,809.37	\$	8,634.90	\$ 899.84		
YTD																								
PERCENTAGE																								
OF REVENUE				24.57%		4.85%		2.38%	1.34%		66.87%		40.87%		0.32%		40.55%		17.77%		1.79%	0.05%		
N/DD																								
YTD PERCENTAGE																								
OF NET																								
																	CD C 404							
REVENUE																	60.64%							
<u> </u>			I		I		I			I						I								

# Section 3:

# Electronic Communications and Access to Records

### SECTION 3: ELECTRONIC COMMUNICATIONS AND ACCESSTO RECORDS

# Secure email

We provide the State access to our Secure Email Program from Axway. It provides multiple tiers of security that can be used individually or in combination to block threats at the DMZ and within the enterprise network, and secure inbound and outbound email traffic at the content and network levels. MailGate SC simplifies management of one comprehensive secure email solution for inbound, outbound and encryption, providing secure file delivery without impacting your current environment.

# FileTransfer Protocol (FTP) Access

The State will be provided access to our FTP site. We receive email notification anytime reports or other information are uploaded to the site. There is no file size limitation for client uploads.

# Client Portal and Electronic Dashboard

Wittman Enterprises offers secured Internet access to our billing system via our Client Portal, 24 hours a day. No additional software is required for the County of El Dorado to access the information through our secured server. It is accessed with a secured login that is password protected. Information accessed from the Portal is in real time, allowing authorized State and Fire personnel to view each claim wherever it is in the billing and collection process.

Access to the Client Portal is granted only to pre-authorized State and Fire personnel with permission to view such information and is strictly limited to the County of El Dorado's information. All patients may be referenced by name, date of service, incident, and run number. Your staff can print invoices for patients and run reports for their own use. Additionally, the State's specialized reports can be made available through this site. Our billing software system is Microsoft Windows-based which enables data export by authorized staff for easy manipulation (Excel, PDF, Crystal, etc.). It also allows for a clear and traceable audit trail for initial client verification, billing notification, and phone contact. Moreover, our software automatically updates each individual account detailing date, change, or billing function. All history and noted entries become a permanent record and all charges are maintained for a complete payment history. Finally, the Portal provides an **"electronic dashboard,"** accessible 24 hours a day that provides a one-screen synopsis of the current state of the EMS billing operation, based on the preferences selected by each Client Portal authorized user.

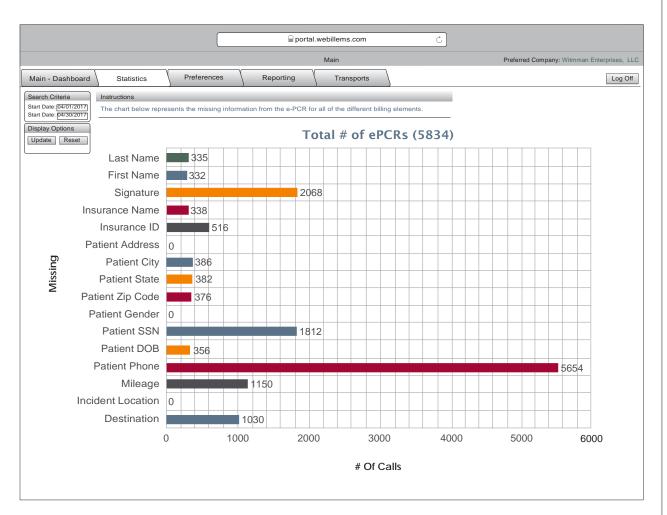
# **Client Portal**

Vitana	CLIENT
	Please enter your User ID and Password and click SecureLogin
	User ID:
	Password:
	Secure Login
	If you are experiencing any problems logging in, please call (855) 611-0056



#### Client Portal – Main Dashboard

#### **Client Portal – Statistics**



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#### **Client Portal – Preferences**

	☐ portal.	webillems.com	ے
	F	Preferences	Preferred Company: Witmman Enterprises, LLC
Main - Dashboard Statistics	Preferences	Reporting	Transports Log Off
Instructions         Click the Change Button, then enter your conthe "SAVE" button. To cancel your change button.         Customer Information         Note Name:         Email-Login ID:         Password         Default Tab:       Main – Dashboard         DefaultTicket Search       Date Of Service		Instructions If you have more than one comp click on the name that you wan your preferred company. Assigned Companies Wittman Enterprises, LLC	
System Information         Wittman Go Live:       5/12/2017       Account         Last Login:       6/27/2017       Last Pase Reset:         Users Guide:       Click Here	Created: 5/12/2017 ssword 6/27/2017	Contact Names/Email Links Account Representative: <u>Heather Ma</u> Cash Representative: <u>Pakou Van</u> Billing Representative: <u>Sharon Ha</u>	Image: Drop Off Facilities – By Date Range         Image: Drop
Access Levels Customer Information:	View/Print Statement:	Main Tab:	
Billing Information:	View/Print Invoice:	Statistics Tab:	
Trip Notes Information:	View/Print Receipt:	Reporting Tab:	
Customer History Information:	View PCR:	TransportTab:	
Services Information:	View PCR Only:	Month End Tab:	
Diagnosis & Alerts Information:	Collection Agency	Download Tab:	
Trip History Information:	Profit Centers Only:		

#### Client Portal – Reporting

choose your options and then click Display Report. Report Selector Activity Summary by Payor Category Activity Summary by Vehicle Activity Summary Grouped by Vehicle Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Private Custody Sub-Totals for: [none] Sub-Totals for: [none] This trip date-based accounting report, which is grouped by primary payor, which is grouped by primary payor, and the payor Category This trip date-based accounting report, which is grouped by primary payor, and the payor Category And the payor Category Ticket Survey Summary by Trip Date Ticket Survey Detail by Trip Date Report Description And the payor Category Ticket Survey Summary by Trip Date Ticket Survey Detail by Trip Date Ticket Survey Detail by Trip Date Ticket Survey Summary By Trip Da	Payor Category: (I		·						Log C									
Select a report to viewbelow and then choose your options and then click Display Report. Report Selector Activity Summary by Payor Category Activity Summary by Vehicle Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge List Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Ticket Survey Detail by Trip Date Ticket Survey Detail by Trip Date Report Description	mpany Nan / Payor Category: (I ne] # of Trips Gross Charge		4/01/2017-0															
Display Report. Report Selector Activity Summary by Payor Category Activity Summary by Vehicle Activity Summary Grouped by Vehicle Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey by Payor Category Ticket Survey Detail by Trip Date	mpany Nan / Payor Category: (I ne] # of Trips Gross Charge		4/01/2017-0															
Report Selector Activity Summary by Payor Category Activity Summary by Vehicle Activity Summary Grouped by Vehicle Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal SubReport Charge List Charge List Charge Iype Detail Crief Complaint Count by Client Age Ciosing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accoounting report, which is grouped by primary payor,	mpany Nan / Payor Category: (I ne] # of Trips Gross Charge		4/01/2017-0						āc .									
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Activity Summary by Vehicle Activity Summary Grouped by Vehicle Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge List Charge List Charge List Charge Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Pritents under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Ticket Survey Summary by Trip Date Ticket Survey Summary by Trip Date Tits trip date-based accounting report, which is grouped by rimary payor,	Payor Category: (I ne] # of Trips Gross Charge		4/01/2017-0															
Activity Summary Grouped by Vehicle Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal by Date Posted Cash Receipts Journal by Date Posted Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Paitents under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	ne] # of Trips Gross Charge	Date From: 04	4/01/2017-0	Sample Company Name														
Aging Detail by Current Payor Call Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge Type Detail Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	# of Trips Gross Charge		Activity Summary Payor Category: (Date From: 04/01/2017-04/30/2017)															
Cail Type Count by Patient Age Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge Type Detail Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,																		
Cash Receipts Journal by Date Posted Cash Receipts Journal SubReport Charge List Charge List Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey by Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description ▲ This trip date-based accoounting report, which is grouped by primary payor,		e Contr. Allow	Net Charges	Rev. Adi.	Payments	Write-Offs	Refunds	Balance	Average									
Cash Receipts Journal SubReport Charge List Charge Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary By T	903 1,621,707.06																	
Charge List Charge List Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,		30,122.52	1,591,584.54	0.00	996,686.20	275.58	5,008.92	599,631.68	1,762.55									
Charge Type Detail Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	2,180 4,430,100.5	0 3,481,092.99	949,007.51	1,002.97	846,496.07	1,102.32	415.43	100,821.58	435.32									
Chief Complaint Count by Client Age Closing Balance Summary Credit Type Detail Dry Run Report Month End Sales Journal Detail Private Sub-Totals for: [none] Futients under 18 Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	1,716 3,064,905.84	4 2,805,268.64	259,637.20	-0.89	178,183.58	23,009.93	145.67	58,590.25	151.30									
Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey by Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	707 845,906.9	4 0.00	845,906.94	2,161.53	27,640.02	46,531.35	0.00	769,,574.04	1,196.47									
Credit Type Detail Dry Run Report Month End Sales Journal Detail Patients under 18 Ticket Survey De Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	1	1.735.91 1	.337.77	398.14	0.00	0.00	0.00	0.00	398.14									
Month End Sales Journal Detail Patients under 18 Ticket Survey by Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	I	1,735.51	,337.77	556.14	0.00	0.00	0.00	0.00	330.14									
Patients under 18 Ticket Survey by Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,	5,507 \$9,964,356.2	5 \$6,317,821.92	\$3,646,534.33	\$3,163.61 \$2	,049,404.01	\$70,919.18	\$5,570.02	\$0.00	\$398.14									
Ticket Survey by Payor Category Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,																		
Ticket Survey Detail by Trip Date Ticket Survey Summary by Trip Date Report Description This trip date-based accounting report, which is grouped by primary payor,																		
Ticket Survey Summary by Trip Date Report Description This trip date-based accoounting report, which is grouped by primary payor,																		
Report Description																		
This trip date-based accoounting report, which is grouped by primary payor,																		
which is grouped by primary payor,																		
displays all charges and credits, as well as balance and average totals.																		
Search Criteria																		
Start Date: 04/01/2017 *Required Start Date: 04/30/2017 *Required																		
Display Options Report Courtesy of Wittm.	ttman Enterprises, LLC							P	age 1 of 3									
Display Report Start Over																		

#### Client Portal – Transports

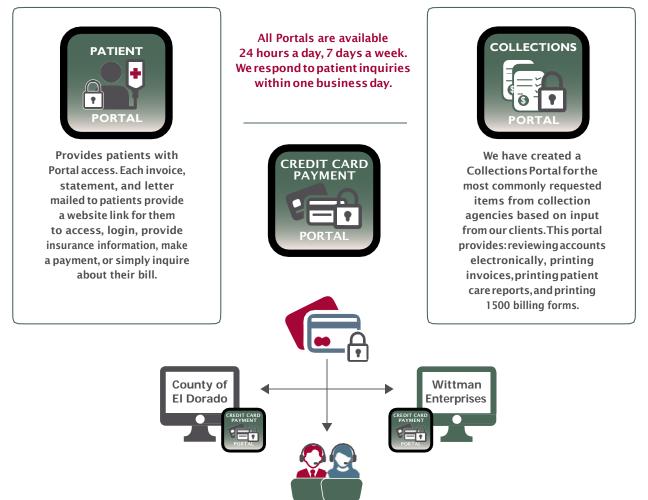
		₽	ortal.webillems	.com	Ċ		
			Main		Preferred Company: Witmman Enterprises, L		
Main - Dashboard Statistics	Preferences	Reporting	Trans	ports			Log Of
Search Options	Search Results						
Date Of Service	Page 1 of 2						
O Customer Name	Job Profit Center	Date of Service	Run Number	Incident Number	Customer Name (Last, First)	Date of Birth	Balance Due
O Incident Number	0001-A	2015-10-26	293236	12314567	POWERS, NICOLE	1982-01-22	\$0.00
O Run Number	0001-A	2015-10-16	293236	12314566	POWERS, NICOLE	1982-01-22	\$0.00
O Social Security Number	0001-A	2015-10-09	293236	12314565	POWERS, NICOLE	1982-01-22	\$0.00
Date Of Birth	0001-A	2015-10-13	293236	12314564	POWERS, NICOLE	1982-01-22	\$0.00
Search Criteria	≤ 0001-A	2015-10-23	303236	12314563	POWERS, NICOLE	1982-01-22	\$0.00
Partial (Slower Result Time)	0001-A	2015-10-16	303236	12314562	POWERS, NICOLE	1982-01-22	\$0.00
<ul> <li>Exact (Faster Result Time)</li> </ul>	0001-A	2015-10-30	313236	12314561	POWERS, NICOLE	1982-01-22	\$0.00
First Name	0001-A	2015-10-12	313236	12314560	POWERS, NICOLE	1982-01-222	\$0.00
	0001-A	2015-10-04	323236	12314569	POWERS, NICOLE	1982-01-22	\$0.00
Last Name	0001-A	2015-110-111	323236	12314568	POWERS, NICOLE	1982-01-222	\$0.00
	0001-A	2015-10-29	323236	12314576	POWERS, NICOLE	1982-01-22	\$0.00
Powers	0001-A	2015-10-19	333236	12314588	POWERS, NICOLE	1982-01-222	\$0.00
Display Options	í						
Show Zero Balance Calls							
Cancelled Calls Only							
Show Tickets Continuously							
Display Calls Reset							
	1						

#### Client Portal – Transport Detail

				☐ porta	l.webillems.com		Ċ	
Main							Preferred Company: Witmman Enterprises, LLC	
Main - Dashboard	Statistics	Preferences	S	Reporting	Transports		Transport Detail	Log Off
Customer Inform	nation							
Company Name:	Wittman Enterprises,	LLC S	Service	Date: 10/09/15			Statement	
Customer Name:	Powers, Nicole	Incid	lent Nu	mber: 1134567			Invoice	
Address:	123 Jump St.	Ru	ın Num	ber: 293237			Receipt	
City, State & Zip:	Rocklin, CA 95765	La	st 4 of S	SSN: 6789			Patient Care Report	
Phone:	(916) 232-1234	Tran	sportin	g Age: 33			Print Page	
Date of Birth:	01/22/1982							
Services	В	illing	Diag	gnosis & Alerts	Trip Note	es	Trip History	Customer History
Pick-Up Facili	ty			Drop-Off F	acility		]	
Facility:         Mercy Medical Center - Merced           Address:         301 E 13th St.				Facil	ity: Mercy Hos			
				Addre	ss: 2215Truxtor			
City, State & Zip: Merced, CA 95341			City, State & 2	Zip: Bakersfield,				
Phone:	(209) 385-7000			Phor	ne: (661) 632-50	00		
Zones –				Profit Ce	enter			
Response Zone:	None			Profit Cent	er: None			
Dispatch Zone:	None							
Run Informatio	on							
Call Type:	ALS1 Advanced Li	fe Support						
Priority:	Emergency							
Transport:	Emergency							
Dispatch Commen	ts:							
	This is a test.							
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# Additional Portals



# wittman*enterprises* | Setting t Stinda d fir MS i g

#### **Patient Portal**



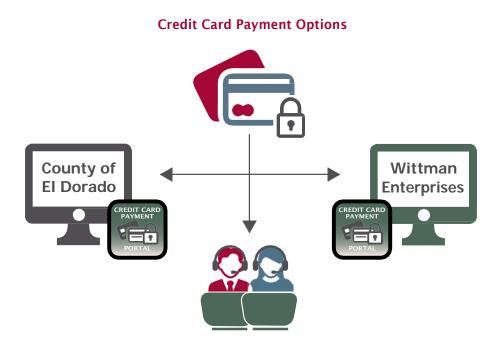
For many years Wittman has provided patients with Portal access. Each invoice, statement, and letter mailed to patients provide a website link for them to access, login, provide insurance information, make a payment, or simply inquire about their bill. This site is available 24 hours a day, 7 days a week. We respond to patient inquiries within one business day.

#### **Patient Payment Options**

Wittman Enterprises will affect positive collections for the State's financial requirements while providing compassionate service to your patients—doing everything possible to attain reimbursement for your claims. With that goal, we try to provide as many payment options as possible so that patients have choices of how best to make payments to their accounts. Whether they mail their check payment or credit card billing information, provide their credit card information over the phone, set up a limited installment payment plan, or prefer to access our Credit Card Payment Portal, we make it as simple as possible for patients to submit their payments.

#### **Credit Card Portal**

Based on your preferences, we provide credit card payment options for your patients who wish to have bill payments processed this way. Patients are informed through our correspondence and our customer service staff how they can make credit card payments to their accounts. Limited Wittman staff is authorized to accept credit card information over the phone and our automated Credit Card Portal allows patients to securely pay their bills using our online reporting module. Additionally, our IT team can provide seamless links so that patients may also connect to the Credit Card Portal through County of El Dorado website. Alternatively, several clients provide virtual merchant terminals to us so that we can deposit credit card payments directly into their existing system. Like all of our services, this can be customized to fit the needs of your State and your program.



#### **Collections Portal**

As part of our Portal System, we have created a <u>Collections Portal</u> for the most commonly requested items from collection agencies based on input from our clients. This portal provides the commonly requested collection agency information, but limits access to only these items for security and HIPAA purposed. From the portal, a collection agency can:

- Review accounts electronically
- Printinvoices
- Print Patient Care Reports
- Print 1500 billing forms

The connection is fully secure and available only with authorization from you. Authorized agencies only have access to those accounts sent to them for collection work.

# Section 4:

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# Privacy and Security Policy Summaries

## (PROPRIETARY ANDCONFIDENTIAL)

# Privacy And Security Compliance

With the recent national news that a national ambulance billing company experienced a breach of their security protocols, resulting in the unauthorized attainment and alleged disclosure of HIPAA-protected personal patient information, Wittman Enterprises would like to reassure our valued EMS partners that as a matter of practice we exceed current HIPAA regulation requirements and take every possible precaution to maintain the integrity of private health information.

# **HIPAA** Compliance

Our HIPAA compliance program was designed and audited by David Nevins, former President of the California Ambulance Association, and member of the American Ambulance Association Reimbursement Committee. Additionally, we ensure compliance with local and state laws by continually educating ourselves on any changes or differences that may apply. As a matter of policy, Wittman Enterprises, LLC stays current with any program updates to Medicare and Medi-Cal. Therefore, we pledge to remain responsible and knowledgeable regarding any program updates to Medicare and Medi-Cal for the duration of the contract period. Wittman recognizes the confidential nature of the MOA's patient accounts and agrees not to disclose any HIPAA-restricted, protected health information, and to maintain the integrity of transmitted health information transmitted for billing purposes. We also follow carefully the Federal Trade Commission's rules on identity privacy, "Red Flag Rules," which require we maintain strict controls aimed at preventing identity theft.

# HIPAA-Required Safeguards for Health Information

- Your billing associate "agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains, or transmits on behalf of" you.
- They must "alert [you] of any security incident (as defined by HIPAA Security Rule) of which it becomes aware and the steps it has taken to mitigate any potential security compromise that may have occurred and to provide a report to [you] of any loss of data or other information system compromise as a result of an incident."
- The Minimum Necessary rule is the basis of HIPAA. It deals with the access of Protected Health Information (PHI) and requires that an employee only have access to the amount of PHI that is needed for them to get their job done as outlined in their regular job description.

# **Exceeding HIPAA Safeguard Requirements**

Wittman Enterprises, LLC has developed a fraud and abuse compliance program to be a comprehensive statement of the responsibilities and obligations of all employees regarding submissions for reimbursement to Medicare, Medi-Cal, and other government payers for services rendered by clients of Wittman Enterprises, LLC. We have established, and regularly maintain, control standards and procedures to ensure that private information remains secure.

## Adherence to Privacy Laws

Wittman Enterprises, LLC maintains compliance with all statutes of the California Privacy Protection Act, or the Federal Privacy Requirements, whichever are most stringent. More specifically the following:

- Medical Information, Collection for Direct Marketing Purposes Civil Code section 1798.91
  - A business may not orally or in writing request medical information directly from an individual regardless of whether the information pertains to the individual or not, and use, share, or otherwise disclose that information for direct marketing purposes, without the consent of that patient.
- Medical Information Confidentiality Civil Code sections 56-56.37
  - No provider of health care, health care service plan, or contractor shall disclose medical information regarding a patient of the provider of health care or an enrollee or subscriber of a health care service plan without first obtaining authorization, except if order by a court, board commission or agency for purposes of adjudication, or by subpoena.
- · Patient Access to Health Records Health & Safety Code section 123110
  - It is the intent of the Legislature in enacting this chapter to establish procedures for providing access to health care records or summaries of those records by patients and by those persons having responsibility for decisions respecting the health care of others. Every person having ultimate responsibility for decisions respecting his or her own health care also possesses a concomitant right of access to complete information respecting his or her condition and care provided.

# Wittman Enterprises Privacy Policies

#### **Responsibility of Managers**

It is the responsibility of each manager to ensure that activities in his/her area of responsibility are conducted in accordance with Wittman's compliance policies.

#### **Employee Education**

Wittman Enterprises provides employees rigorous, initial and regular training necessary and appropriate to ensure material compliance with applicable laws.

#### Employee/Vendor Screening

It is our policy to make reasonable inquiry into the background of prospective employees and vendors. Determinations are made as to whether they have been (a) convicted of a criminal offense related to healthcare; or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation. Wittman Enterprises reviews the DHHS/OIG cumulative sanction report accessed on the World Wide Web at IGNet, the web site of the Federal Inspector General.

#### Monitoring and Auditing

Wittman Enterprises, LLC has adopted an audit policy to assist in its efforts to monitor the accuracy of claims and the security of PHI. We devote such resources as are reasonably necessary to ensure that audits are (1) adequately staffed; (2) by persons with appropriate knowledge and experience to conduct the audits; (3) utilizing audit tools and protocol

which are periodically updated to reflect changes in applicable laws and regulations. Additionally, we routinely audit employee desk and cubicles to insure that PHI is being disposed of and/or stored in adherence to company policy. Cell phones and other electronic devices capable of recording or taking pictures are prohibited on the work floor.

#### **Physical Storage Security**

Reports, records, notes, and other PHI-containing files are to be kept in secure areas at all times (locked file cabinets and offices, for example), except when in current use.

#### Storage and Disposition of Paperwork:

- While working, all employees will store HIPAA-sensitive paperwork in file folders on their desks.
- When on break or lunch, employees will store HIPAA-sensitive paperwork in a designated desk drawer away from direct sight.
- For overnight storage HIPAA-sensitive paperwork will be stored in locked cabinets
- Stored files are accessible to authorized clerical personnel, supervisors, and upper management only.

#### **Destruction of Paperwork:**

- Paperwork will be discarded into designated locked bins.
- Bins are collected bi-weekly and the contents shredded per HIPAA regulations.

#### Electronic Access and Storage Security:

- Secure Server Room with Keypad Entry
- Multi-Layer Hardware/Software Firewalls with Access Rules giving access to only the servers we specify.
- Corporate Anti-Virus.
- Corporate Web Filtering with Anti-Virus and Spam, which are logged and monitored.
- Server Monitoring Tools to manage Disk Capacity, Memory Utilization, and CPU Utilization.
- Email Archiver that stores and monitors all email traffic with a built in policy violation alerts.

# OIG Compliance Program Guidance

The OIG's Compliance Program Guidance for Third-Party Medical Billing Companies is a voluntary set of guidelines intended to help "in developing effective internal controls that promote adherence to applicable federal and state law, and the program requirements of federal, state and private health plans." Wittman Enterprises, LLC carefully follows applicable recommendations from the report to ensure comprehensive compliance with all appropriate statues and standards of practice as they pertain to Medicare, Medi-Cal, and HIPAA.

#### Seven Key Elements OIG Compliance Program:

Per the OIG, Wittman's policies and procedures include the following seven elements:

1. Wittman Enterprises maintains written standards of conduct that have been developed for and are continually updated to reflect clear compliance rules, expectations, training, monitoring, and address potential fraud.

- 2. Stephanie Cooper-Noe is our chief compliance officer along with Corinne Wittman-Wong. They chair the Compliance Committee that meets quarterly or more frequently as needed addressing changes in compliance policies and recommended standards of practice.
- 3. All new employees participate in a detailed HIPAA and privacy training program. Additionally, employees receive regular training updates to remain current on all policies and standards of practice.
- 4. Wittman follows the "Red Flag Rules" which require "whistleblower" protections that encourages the submissions of complaints and observations, with appropriate levels of protection from retaliation for the employee.
- 5. The Compliance Officers and Committee are tasked with responding immediately to any allegations of improper/illegal activities and the enforcement of appropriate disciplinary action against employees who have violated internal compliance policies, applicable statues, regulations or federal, state, or private payer health care program requirements. Any such investigations also include the participation of Wittman's Director of Human Resources.
- 6. Wittman Enterprises, LLC uses a comprehensive auditing program to regularly monitor individual employee compliance as well as Wittman control policy compliance to identify any deviation from the required policies and procedures.
- 7. As stated in #5, Stephanie Cooper-Noe and Corinne Wittman-Wong lead the Compliance Committee and lead any appropriate investigations through correction of any systemic problems if they should be discovered.

### Wittman Enterprises Standards of Conduct

Our written policies span over two hundred pages in length to address the myriad of procedures and compliance issues that must be identified, regulated, and enforced. Employees receive annual training and are required to sign a new confidentiality statement at the beginning of each calendar year.

#### Policies include:

- Wittman Enterprises, LLC Compliance Policies
  - Corporate Compliance Standards
  - Management and Organization Policy
  - Employee Education Policy
  - Employee/Vendor Screening Policy
  - Enforcement and Discipline Policy
  - Monitoring and Auditing Policy
  - Policy on Reporting, Investigating, and Correcting Compliance Problems
- Wittman Enterprises, LLC Medicare and Medi-Cal Billing Compliance Procedures
  - Billing ComplianceAudits
  - New Employee Billing Compliance Audits
- Syllabus for Compliance Training
- HIPAA Business Associate Agreement

# Access to Records

Wittman Enterprises ensures that its use, disclosure of and requests for PHI are in accordance with the Minimum Necessary requirements under HIPAA. We make every reasonable effort to limit the amount of PHI that we use, disclose, or request to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

### Internal Use

Wittman's Privacy Officer is responsible for identifying those persons or categories of persons in our workforce who need access to PHI to carry out their duties, and shall, for each such person or class:

- Identify the category or categories of PHI to which access is needed in order for the persons or class to carry out their duties; and
- Identify any conditions that should apply to each person's or class' access to PHI.
- Approved personnel shall only have access to PHI when they are on duty. Each department is responsible for overseeing and making reasonable efforts to ensure that personnel under its supervision only obtain access to the limited type of PHI that is required to carry out their duties. All Requests from any department for changes in access to PHI by its personnel shall be directed to the Privacy Officer for approval.

# Routine Disclosure to Third Parties

For disclosures that Wittman Enterprises makes on a routine, recurring basis, we may use protocols to limit the PHI disclosed to the Minimum Necessary to achieve the purpose of the disclosure. The Privacy Officer is responsible for ensuring that all departments and functions within the Organization identify disclosures of PHI that they make on a routine, recurring basis. The Privacy Office is responsible for assisting each applicable department to create standard protocols to be applied to reasonably ensure that routine disclosures only include the Minimum Necessary PHI. Protocols under this section must address the following:

- The protocol must set forth the type of PHI that can be disclosed.
- The protocol must identify the types or categories of persons to whom the PHI identified in the protocol can be disclosed.
- The protocol must identify any applicable conditions to providing the disclosure.

# Non-Routine Disclosure to Third Parties

All disclosures that are not routine and recurring must be reviewed on an individual basis in accordance with this section. The Privacy Officer, together with the compliance committee, shall be responsible for developing criteria to be applied to analyze non-routine disclosures to determine the Minimum Necessary PHI that can appropriately be disclosed. All non-routine disclosures must be forwarded to the Privacy Officer for review and approval prior to making the disclosure. The Privacy Officer shall be responsible for reviewing each such non-routine disclosure and determining the Minimum Necessary PHI that can be included in the disclosure. Finally, the PHI requested for disclosure by the following entities shall be deemed to be the Minimum Necessary for the stated purpose and do not require individual review by the Privacy Officer:

• Disclosures to a public official in accordance with applicable law, if the public official represents that the information requested is the Minimum Necessary;

- The information is requested by another Health Care Provider, Health Plan, or Health Care Clearinghouse;
- The information is requested by a professional who is a member of Wittman's workforce or is a Business Associate of Wittman Enterprises for the purpose of providing professional services to the Organization, if the professional represents that the information requested is the Minimum Necessary for the stated purpose(s); or
- A person is requesting PHI for research purposes and he or she has complied with the Organization's policy on research and provides documentation to that effect.

In the event a workforce member believes that a request for a disclosure involving PHI from a person or entity is not the Minimum Necessary, such workforce member must raise his or her concerns with the Privacy Officer. The Officer is responsible for evaluating such requests for disclosure and determining whether it is reasonable for Wittman Enterprises to rely on such request.

# Section 5: Projections and Pricing

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# Superior Performance

Wittman Enterprises is committed to competitive fees for our clients, we however are not typically the "cheapest". We have chosen, as part of our business model, to charge our clients a fair market rate that will still allow us to maintain a superior level of service with a staffing level that provides both exceptional collection results and unmatched customer service. Reducing fees to "beat" the competition would mean that we cannot provide the level of customer service and performance on which our company is built. **Weare not the largest billing company but we expect to be the best.** 

Service Levels	Wittman Enterprises	National Competitor
Immediate availability to patients	3	
No-cost reporting	3	3
Instantaneous response to reporting needs	3	
Technological automation	3	3
Database historical population	3	3
Hospital connectivity	3	3
Single location with tight HIPAA and compliance controls	3	
Lowest claims-per-staff ratio	3	
Full reconciliation and discrepancy research	3	
Membership program support	3	
Reliable Internet-based Portal System:	3	
Client Portal		
Patient Portal		
Collection Agency Portal		
Dedicated Client Liaison and Division Manager to your account	3	1

# **Maximizing Collections**

Through streamlined efficiency, talented staff, automation, and continuous improvement, Wittman has a long track record of strong revenue returns for our clients. We consider the net percentage collected from the amount billed to be the ultimate standard by which your ambulance billing company should be evaluated. Net collections are those dollars eligible for collection after taking into account Medicare and Medi-Cal contractual write downs. The County of El Dorado will be able to count on Wittman Enterprises to conduct diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner with superior performance. We believe our personal approach and higher levels of service greatly exceed industry standards. Your expectations and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program.

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# Cost Proposal

We are pleased to propose the following options for EMS billing and collection services and look forward to resuming our work together.

Option 1: (1-3 year contract)	4.35% of net collections for EMS billing and collections
Option 2: (5-year contract)	<b>4.25%</b> of net collections for EMS billing and collections

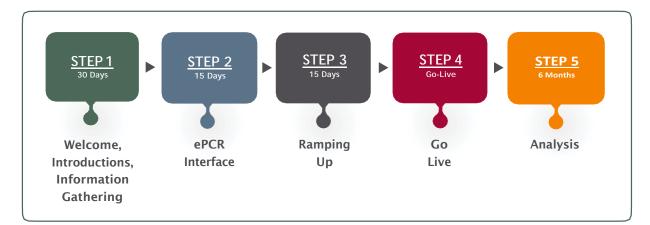
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# **Transition Timeline**

If we are fortunate enough to resume our EMS partnership, your transition plan will be customized to meet and exceed your needs and expectations as our 28 years of experience has shown that no two transitions are exactly the same. Our transition process is built around five key steps that will be facilitated by your Client Liaison, Stephanie Cooper-Noe, and the entire Wittman Project Management Team. It is designed to systematically address all required deliverables for a timely and orderly transition: from Medicare, Medi-Cal, and insurance transfer requirements, to the interfacing of all software systems—all leading to the successful go-live date estimated in the timeline and schedule created with you. As your past and future EMS billing and collections partner, Wittman works closely with you during the operational implementation process ensuring a smooth transition. We recommend that your former biller continue working their accounts for at least 6 months to continue providing your patients service, support, and accounting. Regular meetings throughout the transition period focus on the items and tasks necessary for our transition partnership. Ongoing communications include conference calls and regular correspondence ensuring we meet required deadlines from your customized schedule so that your EMS Program targets are met.

#### TransitionTimeline Estimate

Our billing system is easily customized and **we are able to complete set procedures within 48 hours of award of contract.** Wittman Enterprises has significant experience in working out old work from numerous billing systems. We are capable of taking on this task immediately upon award and execution of a contract. *Billing private insurance and private pay claims starts immediately* and we vigorously attempt to collect on all aging account receivables turned over to us. As part of our regular processes we maintain complete account receivables, payment collection, and balance records on each patient. The countdown to "flipping on the billing switch" is completed in the few milestone steps shown below.



# Sample Project GANTT Chart

Vittmare Faterprises					This are the second second	2.convexcerremplater	s/simple-gantt-chart.htm					
tephanie Cooper-N		Project Start:	Wed,	1/2/2019								
		Display Week:	1		Dec 31, 2018	Jan 7, 2019	Jan 14, 2019	Jan 21, 2019	Jan 28, 2019	Feb 4, 2019	Feb 11, 2019	Feb 18, 2019
TASK	ASSIGNED TO	PROGRESS	START	END	MTWTFS		TANK AND PARTY TOTAL LANCE AND	SMTWTFS	NAME AND ADDRESS OF AD	And the state of the state of the state	AND ADD ADD DOG THE REAL PROPERTY OF	NAMES ADDRESS OF TAXABLE PARTY OF
Phase I: EMS Billing	Jennifer Gentry	25%	1/2/19	2/6/19			arten anten Anter Anten State Carlo Barri	the case whe was not one and				
Agreement/BAA	Russ Harms	100%	1/2/19	1/9/19								
Client Set-Up	Jennifer Gentry	100%	1/2/19	1/9/19								
Insurance Cert	Russ Harms	50%	1/2/19	1/16/19								
Signed Agreement	City of Berkeley	100%	1/2/19	1/9/19								
Client Set-Up Return	City of Berkeley	50%	1/2/19	1/16/19								
ePCR Meet w/vendor	Peter Khang	100%	1/2/19	2/6/19								
Billing Rates	City of Berkeley	0%	1/2/19	1/16/19								
Paramedic Sig. Log	City of Berkeley	50%	1/2/19	1/16/19								
Unit List	City of Berkeley	50%	1/1/19	1/16/19								
Receiving Hospitals	City of Berkeley	100%	1/1/19	1/9/19								
Client Call	Jennifer Gentry	100%	1/2/19	1/4/19								
FTP Software	Nicole Powers	0%	1/2/19	2/6/19								
Company in ZOLL	Jennifer Gentry	25%	1/2/19	1/16/19								
Schedules to ZOLL	Jennifer Gentry	25%	1/2/19	1/16/19								
Company Batches	Donna Bailey	10%	1/2/19	1/23/19								
Add to Change Health	Donna Bailey	10%	1/2/19	1/23/19								
Add to DocuWare	Nicole Powers	25%	1/2/19	1/16/19								
Add Tax ID (Kalser)	Donna Balley	10%	1/2/19	1/23/19								
ePCR interface	Peter Khang	50%	1/2/19	1/30/19								
ePCR Interface (test)	Peter Khang	0%	1/2/19	2/6/19								
Medicare/Medi-Cal	Jennifer Gentry	75%	1/2/19	1/23/19								
install Invoices	Nicole Powers	0%	1/2/19	2/6/19								
Change of Address	City of Berkeley	50%	1/2/19	1/23/19								
COA to Insurances	Jennifer Bump	0%	1/2/19	1/30/19								
Link Applications	City of Berkeley	25%	1/2/19	1/23/19		the second						
Hardship Policy	City of Berkeley	100%	1/2/19	1/16/19								
Link Applications	Donna Bailey	0%	1/2/19	1/23/19								
Banking Information	City of Berkeley	0%	1/2/19	1/23/19								
Bank Reconciliation	Pakou Vang	50%	1/2/19	1/23/19								
Deposit Protocols	Pakou Vang	50%	1/2/19	1/23/19								

# Exhibit B HIPAA Business Associate Agreement

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

#### RECITALS

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

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

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

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

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

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

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

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

1. <u>Definitions</u>. 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. <u>Scope of Use and Disclosure by BA of County Disclosed PHI</u>

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

- A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

#### 1. <u>PHI Access, Amendment and Disclosure Accounting</u>. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule

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

- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - BA agrees to implement a process that allows for an accounting to (1)be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
    - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- 5. <u>Obligations of County</u>.
  - A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- 6. <u>Term and Termination</u>.
  - A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:

(1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.

(2) Immediately terminate this Agreement if the BA has breached a material term of this

Agreement and cure is not possible; or

(3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

(2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

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

Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- 8. <u>Amendment</u> 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. <u>Survival</u> The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10 <u>Regulatory References</u> A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. <u>Conflicts</u> Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

#### Exhibit C

#### 2019 EL DORADO COUNTY AMBULANCE RATESCHEDULE

#### Effective July 1, 2019

Description	Rate
ALSEmergency Base Ra e - Resldent	\$1,562
ALS Emergency Base Rate-Nonresident*	\$1,842
ALS Non-Emergency Base RateL -Resident	\$1,562
ALS Non-Emergency Base Rate-Nonresident*	\$1,842
ALS Level 2j - Resident	\$1,647
ALS Level 2 - Nonresident*	\$1,927
Mileage	\$34/mile
Facility Waiting Time (per 1/4 hour)	\$288
Oxygen Use	\$121
Standby (Per Hour)	\$213
Critical Care Transport4 - Resident	\$2,311
Critical Care Transport - Nonresident*	\$2,592
Treatment - No Transport'	\$445
Medical Supplies & Drugs <sup>0</sup>	Market Cost + 15%

<u>ALS Emergency Base Rate:</u> 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.

- <sup>2</sup> <u>ALS Non-Emergency Base Rate:</u> 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.
- <sup>3</sup> <u>ALS Level 2</u>: 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.
- <sup>4</sup> <u>Critical Care Transport:</u> This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.

<u>Treatment - No Transport</u>: 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.)

- <sup>6</sup> <u>Medical Supplies & Drugs</u>: 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.
- \* <u>Nonresident</u>: Charge applies to a patient whose home address includes a city, state or zip code located outside El Dorado County.





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#### 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 enforce just and legal obligations by efficient collection practices within its departments.

In view of the foregoing concerns, the Board of Supervisors adopts the following policy guidelines. This policy supersedes previous Board policy on Recovery of Public Funds (B-4) revised 9/24/2002. The purpose of this policy is to accomplish the following:

- a) Establish the priority and scope of the requirements for individual departments to collect debts for services and/or assistance rendered by County employees or County programs;
- b) Establish the guidelines for referral of County debt to the Treasurer-Tax Collector;
- c) Establish the specific procedures for referral of certain debt to County Counsel;
- d) Establish the specific requirements and processes for discharge of accountability pursuant to GovernmentCode Sections 25257 through 25259.

#### POLICY:

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



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This policy shall not apply to those debts and obligations for which a specified collection procedure exists under federal, state, or local laws, statutes, or regulations; for example, the billing and collection of property taxes or the course of action required in the event of non-payment.

#### I. INDIVIDUAL COUNTY DEPARTMENT DEBTCOLLECTION

- a) Departments are directed to bill the recipient of 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 shall be prepared and sent.
- c) If full payment is not received within 90 days from the date services were initially provided, the department shall refer the case to the Treasurer-Tax Collector to enforce the obligation.
- d) If the Treasurer-Tax Collector rejects the debt, the debt remains the responsibility of the originating department until the debt is collected in full or the department head is discharged from accountability as detailed in section IV of this policy.
- e) Health and Human Services Agency

Multiple governmental regulations, standards, and procedures govern the various programs administered by the Health and Human Services Agency (HHSA). Collection regulations for HHSA programs can be complex and subject to revision by the funding agency and the state or the federal government and are beyond the control of the County.



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HHSA has primary responsibility for collection activities and maintains a collections specialist on staff to coordinate collection efforts on behalf of HHSA administered programs. HHSA shall have discretion in determining when a case is referred to the Treasurer-Tax Collector for further collection enforcement as collection requirements and circumstances vary by program. HHSA programs that do not have specialized collection requirements or circumstances shall comply with Sections a) through c) as noted above.

HHSA shall maintain written departmental policies and procedures for collections activities that deviate from those outlined in this policy. Such policies and procedures shall be subject to periodic review by state or federal funding agencies or the County Auditor-Controller.

i. Health Care Services

A host of complex insurance and governmental regulations, standards and procedures, governs the health care insurance industry. In addition, various contracts and agreements obligate the County to accept partial payments from certain governmental payers as payment in full for health care services. Billing and collection practices are governed and regulated by both State and Federal regulations. Such billing and collection regulations are dynamic in nature and are subject to frequent revision beyond the scope and control of the County. In practice, each payer type requires a unique claims process and payment time frame. Additionally, a hierarchy of payers exists that require claims to be submitted for payment or denial by a certain payer before a claim can be submitted to the next level payer.

The HHSA has primary responsibility for collection on these accounts. Due to the complex nature of these claims and the requirement for a unique skill set on the part



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of the payment processor, HHSA may utilize the services of the Treasurer-Tax Collector or may contract with a third party billing entity to provide initial and delinquent payment processing and billing services.

In many cases, the County is legally and/or contractually prohibited from collecting an amount greater than the amount authorized by a governmental payer (i.e. Medi-Cal and Medicare). In those instances, HSD or its designee is authorized to adjust (decrease) the balance due based on the maximum payment authorized by such payer as a collection allowance, exclusive of any client "share of cost" or co-pay amount. As an example, Medi-Cal claims are paid at the State Maximum Allowable Rate (SMA) which is typically less than the billed amount. The difference between the original billing and the SMA payment would be adjusted as a collection allowance.

#### II. REFERRAL TO TREASURER-TAX COLLECTOR FOR COLLECTION

- a) All Departments are required to complete the Revenue Recovery Referral Form when forwarding debts to the Treasurer-Tax Collector for collection enforcement.
- b) The Treasurer-Tax Collector shall review each request and either accept or reject the debts. If an account is rejected it shall be returned to the requesting Department for further action.
- c) Following referral of debt to the Treasurer-Tax Collector, should the Department receive oral or written notice that a debtor has filed an action or proceeding in bankruptcy of any type, the Department shall immediately notify the Treasurer-Tax Collector.
- d) The County Department responsible for administering County collections shall be authorized to collect and retain fees for the full cost of operating collections, including indirect costs and the cost of legal counsel assigned to county debt collection matters. Fees will be based on a methodology approved by the Auditor-Controller.



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Departments will be notified of this fee on an annual basis.

- e) After a debt is referred to the Treasurer-Tax Collector for collection, any negotiations to settle accounts must be handled by Treasurer-Tax Collector staff.
- f) The decision to allow a Department to recall a case that was referred to the Treasurer-Tax Collector will be made on a case-by-case basis at the discretion of Treasurer-Tax Collector management staff.

#### **III. REFERRAL OF CERTAIN DEBT TO COUNTY COUNSEL**

- a) 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 for legal advice if the debt has not previously been referred to the Treasurer-Tax Collector for collection.
- b) 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 the reasonableness of enforcement and the best interests of the public. For matters in litigation or pending litigation, County Counsel shall have authority to resolve any collection matter in which the original claim is less than twenty-five thousand dollars (\$25,000.00) upon determination that such action is in the best interests of the public.



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#### IV. DISCHARGE OF ACCOUNTABILITY

#### Government Code Section 25257 to 25259.5

These code sections govern the discharge of accountability of debts due and payable to the County. The law allows the Board of Supervisors to make an order discharging the department, officer, or employee from further accountability and if appropriate may direct the County Auditor-Controller to adjust any charge against the department, officer, or employee in a like amount.

The discharge from accountability does not constitute a release of any person from liability for payment of any amount.

- a) When County debts are determined to be uncollectible for any of the following reasons, the accounts shall be presented to the Board of Supervisors annually for discharge from further accountability to collect the debts:
  - 1. The amount owing is too small to justify the cost of collection;
  - 2. Death of the debtor;
  - 3. Bankruptcy;
  - 4. Statute of Limitations has expired.
- b) The application for discharge of accountability shall include the following:
  - 1. The amount owing;
  - The names of the debtors or persons liable and the amounts owed by each, except where disclosure of such information is prohibited by state or federal law;



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- 3. The specific reason (under Section a) for the request to discharge the debt;
- 4. A verification by the applicant that the facts presented are true and correct.

#### V. IMPLEMENTATION

Each department, to the extent permitted by law, shall review its internal policies, practices and procedures to ensure consistency with this policy and to avoid further services or additional assistance to debtors who currently owe repayment or are in default of an obligation to that department or to the County.

#### **VI. 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 in full.

#### VII. RATES AND FEES

Unless otherwise provided by law, 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 that have proceeded to judgment, the judgment amount together with any additional charges or fees is the amount of the obligation. For matters that are in litigation or pending litigation, the established rate may be adjusted to conform to law or the sufficiency of proof.



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Absent a judgment or written agreement between the County and the 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.

#### VIII. ABILITY TO ASSIGN OR SELL ACCOUNTS RECEIVABLE

#### Government Code Section 16585 and 26220(a)

The Board of Supervisors may, by a four-fifths vote of its members, assign, sell or transfer a part or all of its accounts receivable to a private debt collector, private persons, or other entity. Such purchaser will be selected based on a competitive bidding process. In order to complete the sale of any Health Services Department receivables, the purchaser must certify that HIPAA guidelines will be followed and that the County will be indemnified from any action arising from collections activity.

To facilitate the sale of any accounts receivable, the County must first provide notice to the debtor in writing at the address of record, notifying the debtor that unless the accounts receivable debt is paid or appealed within a specific time period of sixty (60) days, the debt will be transferred or sold. The County is prohibited from assigning, selling or transferring accounts receivable if a debt has been contested.

Primary Departments:	County Counsel and Treasurer-Tax Collector
Authority Cited:	California Constitution Article XVI, Section6
	Government Code §§ 16585, 25257 through 25259.5 and 26220(a)

Next Review Date: May 2021