### Carson City Board of Supervisors Agenda Report

Date Submitted: May 4, 2012 Agenda Date Requested: May 17, 2012

Time Requested: Consent

**To:** Mayor and Supervisors **From:** Purchasing and Contracts

Subject Title: For Possible Action: To approve the award of Contract No. 1112-142 Ambulance Billing Services to Wittman Enterprises, LLC, as the lowest responsive and responsible bidder pursuant to NRS Chapter 332 to provide ambulance billing services at a rate of 4.75% of collections through June 30, 2014 with the option to renew for five (5) additional one (1) year periods subject to negotiation. (Kim Belt)

**Staff Summary:** The Carson City Fire Department desires to minimize its direct involvement with ambulance billing, while maintaining the highest level of customer service and maximizing collections.

Type of Action Requested: (check one)	
() Resolution (_X) Formal Action/Motion	() Ordinance () Other (Specify)
Does This Action Require A Business Im	pact Statement: () Yes (_X) No

Recommended Board Action: I move to approve the award of Contract No. 1112-142 Ambulance Billing Services to Wittman Enterprises, LLC, as the lowest responsive and responsible bidder pursuant to NRS Chapter 332 to provide ambulance billing services at a rate of 4.75% of collections through June 30, 2014 with the option to renew for five (5) additional one (1) year periods subject to negotiation. (*Kim Belt*)

**Explanation for Recommended Board Action:** Carson City received sealed Statement of Qualifications (S.O.Q.) to perform the City's Ambulance Billing Services on March 14, 2012 at 12:00 p.m. The S.O.Q. was published in the Nevada Appeal and posted on Carson City's website on January 24, 2012. The S.O.Q.'s were opened at approximately 12:10 p.m. on March 14, 2012, at 201 North Carson Street, Carson City, Nevada 89701, and sent for review by the Carson City Review Team. SOQ's were received from the following: Apollo Health Street, Intermedix, LifeQuest Services and Wittman Enterprises, LLC.

On April 6, 2012, Carson City Review Team held oral interviews with all four (4) Respondents and recommends contract award to Wittman Enterprises, LLC for the Carson City Ambulance Billing Function.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.

Fiscal Impact: 4.75% of net amount collected.

**Explanation of Impact:** If approved, the below referenced fund could be decreased by 4.75% of net amount collected.

**Funding Source:** Fire Department Billing Charges Account 501-2525-422-24-51. Currently there is \$124,562.00 budgeted in Fiscal Year 2012-2013.

Supporting Material: Contract No. 1112-142, Exhibit A and B.

Prepared By: Kim Bell Purchasing and Contracts Manag	ger
Reviewed By: Reviewed Gueelle (Eire-Department)  (City Manager)  (District Attorney Anoustic (Finance Director)	Date: $\frac{5/8/12}{Date: \frac{5/8/12}{Date: 5/8/$
Board Action Taken:  Motion: 1) 2)	Aye/Nay
(Vote Recorded By)	

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

**THIS CONTRACT**, made and entered into this 17<sup>th</sup> day of May, 2012, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Wittman Enterprises, LLC hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

**WHEREAS**, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of CONTRACTOR for CONTRACT No. 1112-142 Ambulance Billing Services are both necessary and in the best interests of CITY; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

#### 1 REQUIRED APPROVAL:

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

#### 2 CONTRACT TERM:

2.1 This Contract shall be effective from July 1, 2012 subject to Carson City Board of Supervisors' approval (anticipated to be May 17, 2012) to June 30, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

#### 3 NOTICE:

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

Page 1 of 18 Revised 6/11/08

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

For P&C Use C	nly
CCBL expires	
GL expires	
AL expires	
PL expires	
WC expires	

3.1.1 Notice to CONTRACTOR shall be addressed to:

Corinne Wittman-Wong, CEO Wittman Enterprises, LLC 21 Blue Sky Court Sacramento, CA 95828 916-669-4608/FAX 916-669-4635 cwittmanwong@webillems.com

3.1.2 Notice to CITY shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

#### 4 SCOPE OF WORK:

- 4.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A** (Bid Response and Addendum A) attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".
- 4.2 **CONTRACTOR** shall abide by the provisions set forth in **Exhibit B**, "**Member Intergovernmental Cooperative Purchasing Agreement**" attached hereto and incorporated herein by reference.
- 4.3 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.
- 4.4 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.
- 4.5 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances.

Page 2 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

CONTRACTOR shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by CONTRACTOR to CITY.

- 4.6 CONTRACTOR represents that neither the execution of this Contract nor the rendering of services by CONTRACTOR hereunder will violate the provisions of or constitute a default under any other contract or agreement to which CONTRACTOR is a party or by which CONTRACTOR is bound, or which would preclude CONTRACTOR from performing the SERVICES required of CONTRACTOR hereunder, or which would impose any liability or obligation upon CITY for accepting such SERVICES.
- 4.7 Before commencing with the performance of any work under this Contract, CONTRACTOR shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, CONTRACTOR shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If CONTTRACTOR performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.
- 4.7.1 All reports of expenditure and requests for reimbursement processed by the CITY are SUBJECT TO AUDIT by Carson City or its appointed representatives.

#### 5 CONSIDERATION:

- 5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** at a cost of 4.75% of net collections.
- 5.2 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

#### 6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that CITY is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CITY no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject CONTRACTOR to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CITY of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to CONTRACTOR.

#### 7 CONTRACT TERMINATION:

#### 7.1 Termination Without Cause:

Page 3 of 18 Revised 6/11/08

#### Ambulance Billing Services

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

#### 7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2012 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. CITY may terminate this Contract, and CONTRACTOR waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

#### 7.3 Cause Termination for Default or Breach:

- 7.3.1 A default or breach may be declared with or without termination.
- 7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- 7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 7.3.2.4 If CITY materially breaches any material duty under this Contract and any such breach impairs CONTRACTOR'S ability to perform; or
- 7.3.2.5 If it is found by CITY that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

Page 4 of 18 Revised 6/11/08

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

#### 7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

#### 7.5 Winding Up Affairs Upon Termination:

- 7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- 7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;
- 7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;
- 7.5.1.4 CONTRACTOR shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance with Section 23 City Ownership of Proprietary Information.

#### 8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONTRACTOR to CITY.

#### 9 <u>LIMITED LIABILITY:</u>

9.1 CITY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any CITY breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to CONTRACTOR, for the

Page 5 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

#### 10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

#### 11 <u>INDEMNIFICATION:</u>

- 11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.
- 11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:
- 11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.
- 11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.
- 11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees

Page 6 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

#### 12 <u>INDEPENDENT\_CONTRACTOR:</u>

- 12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.
- 12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.
- 12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of CONTRACTOR or any other party.
- 12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.
- 12.5 Neither CONTRACTOR nor its employees, agents, or representatives shall be considered employees, agents, or representatives of CITY.

#### 13 INSURANCE REQUIREMENTS:

- 13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.
- 13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.
- 13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition

Page 7 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

subsequent this Contract. Any failure of CITY to timely approve shall not constitute a waiver of the condition.

#### 13.4 Insurance Coverage:

- 13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:
- 13.4.1.1 Final acceptance by CITY of the completion of this Contract; or
- 13.4.1.2 Such time as the insurance is no longer required by CITY under the terms of this Contract.
- 13.4.2 Any insurance or self-insurance available to CITY shall be in excess of and non-contributing with any insurance required from CONTRACTOR. CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CITY, CONTRACTOR shall provide CITY with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as CONTRACTOR has knowledge of any such failure, CONTRACTOR shall immediately notify CITY and immediately replace such insurance or bond with an insurer meeting the requirements.

#### 13.5 General Requirements:

- 13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.
- 13.5.2 Additional Insured: By endorsement to the general liability insurance policy evidenced by CONTRACTOR, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.
- 13.5.3 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 13.5.4 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

Page 8 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

- 13.5.5 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.
- 13.5.6 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.
- 13.5.7 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:
- 13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.
- 13.5.8.2 Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of CITY as an additional insured per Subsection 13.5.2.
- 13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- 13.5.9 Review and Approval: Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by CONTRACTOR. Neither approval by CITY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR'S full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of CONTRACTOR or its sub-contractors, employees or agents to CITY or others, and shall be in addition to and not in lieu of any other remedy available to CITY under this Contract or otherwise. CITY reserves the right to request and

Page 9 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

#### 14 COMMERCIAL GENERAL LIABILITY INSURANCE:

- 14.1 Minimum Limits required:
- 14.1.1 Two Million Dollars (\$2,000,000.00) General Aggregate
- 14.1.2 Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate
- 14.1.3 One Million Dollars (\$1,000,000.00) Each Occurrence
- 14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

#### 15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 15.1 Minimum Limit required:
- 15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage
- 15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

#### 16 PROFESSIONAL LIABILITY INSURANCE:

- 16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)
- 16.2 Retroactive date: Prior to commencement of the performance of this Contract
- 16.3 Discovery period: Three (3) years after termination date of this Contract.
- 16.4 A certified copy of this policy may be required.

Page 10 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

#### 17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 17.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

#### 18 **BUSINESS LICENSE**:

- 18.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.
- 18.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by CITY of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by CITY under the terms of this Contract.

#### 19 COMPLIANCE WITH LEGAL OBLIGATIONS:

19.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay <u>all government obligations, including, but not limited to,</u> all taxes, assessments, fees, <u>fines, judgments, premiums, permits, and licenses required or imposed</u> by law <u>or a court</u>. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. CITY may set-off against consideration due any delinquent government obligation.

#### 20 WAIVER OF BREACH:

20.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

Page 11 of 18 Revised 6/11/08

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

#### 21 **SEVERABILITY**:

21.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

#### 22 ASSIGNMENT/DELEGATION:

22.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by CITY, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of CITY.

#### 23 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

- 23.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by CONTRACTOR (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of CITY and all such materials shall be delivered into CITY possession by CONTRACTOR upon completion, termination, or cancellation of this Contract. CONTRACTOR shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Contract without the prior written consent of CITY. Notwithstanding the foregoing, CITY shall have no proprietary interest in any materials licensed for use by CITY that are subject to patent, trademark or copyright protection.
- 23.2 CITY shall be permitted to retain copies, including reproducible copies, of CONTRACTOR'S drawings, specifications, and other documents for information and reference in connection with this Contract.
- 23.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

#### 24 PUBLIC RECORDS:

24.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from CONTRACTOR may be open to public inspection and copying. CITY will have the duty to

Page 12 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

disclose unless a particular record is made confidential by law or a common law balancing of interests. CONTRACTOR may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that CONTRACTOR thereby agrees to indemnify and defend CITY for honoring such a designation. The failure to so label any document that is released by CITY shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

#### 25 CONFIDENTIALITY:

25.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

#### 26 FEDERAL FUNDING:

- 26.1 In the event federal funds are used for payment of all or part of this Contract:
- 26.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 26.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 26.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

#### 27 LOBBYING:

27.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Page 13 of 18 Revised 6/11/08

#### **Ambulance Billing Services**

- 27.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;
- 27.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- 27.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

#### 28 GENERAL WARRANTY:

28.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

#### 29 PROPER AUTHORITY:

29.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

#### 30 ALTERNATIVE DISPUTE RESOLUTION:

30.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between CITY and CONTRACTOR cannot otherwise be settled, CITY and CONTRACTOR agree that, before judicial action may be initiated, CITY and CONTRACTOR will submit the dispute to non-binding mediation. CITY shall present CONTRACTOR with a list of three potential mediators. CONTRACTOR shall select one person to serve as the mediator from the list of potential mediators presented by CITY. The person selected as mediator shall determine the rules governing the mediation.

#### 31 NATIONAL PURCHASING PARTNERSHIP:

31.1 **CITY** served as the Lead Contracting Agency in cooperation with National Purchasing Partners, dba FireRescue GPO and Public Safety GPO, and on behalf of other government

Page 14 of 18 Revised 6/11/08

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

agencies that desire to access the Contract for Services. Contractor must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The CITY is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

- 31.2 Pursuant to the terms of the RFP, Contractor agrees to extend the same terms, covenants and conditions available to CITY under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement. Each Participating Agency will be exclusively responsible for and deal directly with Contractor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and Contractor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to the RFP, CITY shall not incur any liability as a result of the access and utilization of this Agreement by NPP Participating Agencies.
- 31.3 The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, <a href="www.mynpp.com">www.mynpp.com</a>, under the Supplier Contract Data Sheet. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

#### 32 GOVERNING LAW; JURISDICTION:

32.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

#### 33 ENTIRE CONTRACT AND MODIFICATION:

33.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

Page 15 of 18 Revised 6/11/08

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services

#### 34 ACKNOWLEDGMENT AND EXECUTION:

34.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

### 

#### CITY'S ORIGINATING DEPARTMENT

BY: Stacey Giomi, Fire Chief Fire Department 777 S. Stewart Street Carson City, NV 89701 Telephone: 775-887-2210

Fax: 775-887-2209 SGiomi@carson.org

Stacey Giomi

DATED

#### **Ambulance Billing Services**

Corinne Wittman-Wong, CEO deposes and says: That she is the CONTRACTOR or authorized agent of the CONTRACTOR; that she has read the foregoing Contract; and that she understands the terms, conditions, and requirements thereof.

CONTRACTOR	
BY: Corinne Wittman-Wong	
TITLE: CEO	
FIRM: Wittman Enterprises, LLC	
CARSON CITY BUSINESS LICENSE #: 12-	
Address: 21 Blue Sky Court	
City: Sacramento State: California Zip Code: 95828	
Telephone: 916-669-4608/ Fax #: 916-669-4635-47/-5/08	
E-mail Address: cwittmanwong@webillems.com	
Cornine Dettman-a	
(Signature of CONTRACTOR)	
V	
DATED 5-3-12.	
STATE OF	
) ss	
County of)	
Signed and sworn (or affirmed) before me on this day of	2012
by Corinne Wittman-Wong.	, 2012,
by Comme villingii-viong.	
(Signature of Notary)	
(g)	
(Notary Stamp)	

☑See Attached Document (Notary to cross ☐ See Statement Below (Lines 1–6 to be co	out lines 1–6 below) ompleted only by document signer[s], <i>not</i> Notary)
1	_
2	
نــــــــــــــــــــــــــــــــــــ	
4	
5	
Signature of Document Signer No. 1	Signature of Oocument Signer No. 2 (if any)
State of California	Subscribed and sworn to (or affirmed) before me
County of SACLAMENTO	_
County of SHCKHW6019	on this 3 day of Month, 2012
	(1) CORMAG WOLF Name of Signer
STEPHANIE L. COOPER-NOE Commission # 1913365	proved to me on the basis of satisfactory evidence
Notary Public - California Sacramento County	to be the person who appeared before me (.)
My Comm. Expires Nov 15, 2014	(2)
	Name of Signer proved to me on the basis of satisfactory evidence
	to be the person who appeared before me.
	Signature Clander Cogulie
Place Notary Seal Above	Signature of Notary Public
ОР	TIONAL ————
Though the information below to get to the state of	RIGHT THUMBPRINT OF SIGNER #1  May prove valuable  RIGHT THUMBPRINT OF SIGNER #2  Top of thumb here  Top of thumb here
Though the information below is not required by law, it to persons relying on the document and could prevent and realtachment of this form to another do	fraudulent removal
Further Description of Any Attached Docume	
Title or Type of Document COMPRACT FOIL S	A SAME AND
Document Date: <u>5/3/2917</u> Numb	er of Pages:
Signer(s) Other Than Named Above:	WITTMAN WOOG

# CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR Contract No. 1112-142 Ambulance Billing Services CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 17, 2012, approved the acceptance of **CONTRACT No. 1112-142**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

	CARSON CITY, NEVADA
	ROBERT L. CROWELL, MAYOR
	DATED this 17 <sup>th</sup> day of May, 2012.
ATTEST:	
ALAN GLOVER, CLERK-RECORDER	
DATED this 17 <sup>th</sup> day of May, 2012.	

Page 18 of 18 Revised 6/11/08



**ORIGINAL** 



# Carson City Nevada

Request for Bid #1112-142 Ambulance Billing Services



EXCELLENCE: together we achieve the extraordinary!



March 13, 2012

Thank you for the opportunity to respond to the City of Carson City's Request for Bid (Number: 1112-142) for Ambulance Billing Services. I appreciate Carson City Fire Department's mission "to serve the community with pride, commitment, and compassion." As your future *partner* we look forward to helping you continue to provide quality service with pride, commitment, and compassion to all Carson City citizens and visitors while balancing your financial accountability needs. Your mission becomes our mission and we are anxious to make a difference for you. Please be assured that no EMS Billing vendor can compete with our collection rate, attention to customer service, and integrity. Your expectations will be exceeded as you discover that we deliver exactly what we say we will.

Wittman Enterprises, LLC has been providing unparalleled customer service and revenue recovery to the EMS industry for 20 years. We do not strive to be the largest EMS billing company but expect to be the best. Our expertise will help the City of Carson City navigate complicated laws and regulations that govern billing, and keep your revenues at an optimum level. Wittman believes the secret to successful reimbursement is personal attention. Simply put, it is dedication to a process that combines the best in technology with the *commitment of people* to perform the hard work necessary to pursue elusive insurance payers, Medicare denials, or Medicaid cut-backs. Clearly we are passionate about providing the best customer support possible for the City of Carson City's EMS billing system needs.

The City of Carson City will benefit from a company like Wittman that has many years of positive experience dealing with a multitude of payers. We make it our business to learn everything we need to know about all payers and payer systems in order to maximize your revenue. As a leader in EMS billing we help navigate your program and accomplish an outstanding collection record, while never forgetting that your patients deserve compassion in our efforts to obtain the reimbursements your program requires.

21 Blue Sky Court, Suite A Sacramento, CA 95828 800.906.6552 phone 916.381.5047 fax webill@webillems.com www.webillems.com

ŀ



I encourage you to contact any of our references to hear firsthand the very positive working relationship we have with our clients. We are eager to provide service to the City of Carson City and build that same positive working relationship. It is our duty to continue efficient care through a complete, accountable, and quality production of service, achieved through a timely performance of our responsibilities to clients and staff. Thank you for this opportunity to introduce our qualifications and commitment to your EMS team.

Sincerely,

Corinne Wittman-Wong

Chief Executive Officer

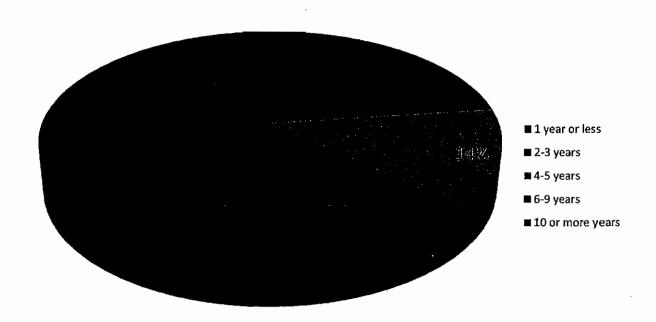
800.906.6552 - extension 608

916.669.4608 - direct line

### Longevity

80% of our clients have contracted with Wittman for four or more years.

The reason? By focusing our quality client service on Accessibility, Accountability, Compliance Management, Comprehensive Revenue Recovery, and Reliability, we are different from our competitors. We concentrate on all of these principles instead of just one or two when it's convenient. For more than 20 years we have provided our clients and their patients expert personal attention and compassion.



### TABLE OF CONTENTS

#### **SECTION I**

TABLE OF CONTENTS

#### **SECTION II**

EXECUTIVE SUMMARY1
Statement Of Interest
Statement Of Qualifications
Summary Of Services
Accessibility:3
Accountability:3
Compliance Management:
Comprehensive Revenue Recovery:
Reliability:3
Relevant Experience4
Service Approach5
Automated Capabilities5
Electronic Access to Records5
Client Portal7
Client Liaison Team9
Meetings9
CIT-CITY ON TYY
SECTION III
BID RESPONSE
SECTION IV
SCOPE OF SERVICES
Service Descriptions
Electronic Patient Care Reporting
Documents Confirmed and Screened for Completeness
Insurance Finding and Verification
Electronic Billing to Medicare and Medicaid16
Assignment Authorization16
Billing Private Insurance
26 1 11 10 10 10 10 10 10 10 10 10 10 10 1
Destination Hospital Contact



### TABLE OF CONTENTS

Bill Schedule	19
Billing and Collection Workflow	20
Support Services/Electronic Billing Department	27
Billing Department	
Customer Service Department	
Cash Receipts	
Payment Processing	28
Patient Financial Hardship	28
Hardships, Discounts, and Reductions	28
Collection Agencies	29
Dispute Resolution	29
Non-collectable Accounts	29
Collection Policies	30
Write-Off Policy	30
Service Approach	31
Due Diligence	31
Employee Background Checks	31
Adherence to Medicare Guidelines	31
EMS Billing Integrity	31
HIPAA and Privacy Regulations	31
Federal and State Requirements	31
HIPAA and Red Flag Rules	32
Patient Communications	32
Documentation Training	32
Processing City Funds	33
Accounting of Payments Received	33
Auditing and Records Retention	33
Internal and External Audits	
Records Retention	
Audit of Records	
Added Value	34
Comparative Fee Schedules and Surveys	34
Toll-Free Number	35
Bilingual Staff	35
Transition Planning	



### TABLE OF CONTENTS

Carson City Customized Billing Program	35
Training3	35
Data Interface3	16
Business Continuity Plan	36
Reporting3	38
A/R Aging3	8
Ticket Survey3	8
Year-to-Date Revenue	8
Management Summary	8
Ad Hoc Reports3	9
Sample Reports4	0
SECTION V	
FINANCIAL PROPOSAL4	19
Cost proposal4	
Vendor performance4	9
Demonstrated Performance – Collection Rate (CY 2011)5	0
Demonstrated Performance – Revenue (CY 2011)5	
Electronic patient care	
SECTION VI	
HISTORY OF THE FIRM5	2
Company Governance And Organization 5	
Key Personnel	
Organization Chart	
SECTION VII	
REFERENCES5	
Together We Achieve The Extraordinary56	
Our Reputation56	
Dedicated	6
Accurate	
Positive	
Personal	7
Leaders	7
Quality	3



## EXHIBIT A Wittman Enterprises, LLC

### TABLE OF CONTENTS

SECTION VIII CARSON CITY RFP QUESTION RESPONSES	59
SECTION IX FINANCIAL INFORMATION	68
SECTION X EXHIBITS	
Exhibit (11.1.2)	
Exhibit (65.2)	76
Certificate of Insurance	77



#### **EXECUTIVE SUMMARY**

#### STATEMENT OF INTEREST

Thank you from each of us on your project management team for the opportunity to provide the Carson City Fire Department (CCFD) this proposal to provide Ambulance Billing Services. Wittman Enterprises, LLC is pleased that our high level of performance exceeds the City's demands for the following fundamental objectives:

- We comply fully with current local, state, and federal laws and statutes.
- We follow and exceed currently accepted standards for accurate and consistent EMS billing practices.
- We maximize revenue for the City in line with the collections philosophy of Carson City.

#### Corinne Wittman-Wong, CEO

21 Blue Sky Court Sacramento, CA 95828 (916) 669-4608 (direct line) (916) 669-4635 (fax) cwittmanwong@webillems.com

#### Russ Harms, Client Liaison

21 Blue Sky Court Sacramento, CA 95828 (916) 669-4628 (direct line) (916) 471-5128 (fax) rharms@webillems.com

#### Walter Imboden, President

21 Blue Sky Court Sacramento, CA 95828 (916) 669-4602 (direct line) (916) 471-5102 (fax) wimboden@webillems.com

#### Stephanie Cooper-Noe, Client Liaison

21 Blue Sky Court Sacramento, CA 95828 (916) 669-4607 (direct line) (916) 471-5107 (fax) scooper-noe@webillems.com



#### STATEMENT OF QUALIFICATIONS

For over 20 years Wittman Enterprises, LLC (Wittman) has customized service innovations for our clients in the EMS industry. Our ambulance billing customers are located in California, Nevada, Idaho, Alaska, and Hawai'i, where we serve over 100 public EMS clients and bill more than 315,000 claims annually. On average, our clients enjoy a 53% gross collection rate and an 81% net collection rate. We consider net collections as the dollars eligible for collection after adjusting for Medicare and Medicaid contractual write-downs. Our superior staff specializes solely in EMS billing and continually audits our work to ensure continual 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 fully embraces automated and technological advances but also recognize that our quality service is 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 the best at serving our ambulance billing clients. We believe that EMS billing success is tied directly to the ratio of people assigned to your project and the percentage of billed dollars collected. Our 37 Customer Service Representatives follow up on over 30,000 trips per month compared to most agencies with a third of that dedicated work force.



#### SUMMARY OF SERVICES

Wittman is an EMS Billing Specialist providing products and services specifically designed to assure that EMS providers such as the City of Carson City are reimbursed in a timely fashion for services they provide. We get our clients their maximum legal reimbursement available.

Wittman Enterprises, LLC builds EMS partnerships that provide what you want when you need it. By focusing our quality service on *Accessibility*, *Accountability*, *Compliance Management*, *Comprehensive Revenue Recovery*, and *Reliability*, we are different from our competitors.

Accessibility: Carson City will be provided direct phone numbers to all management staff from the CEO to the Account Representative Supervisors. Our staff is trained to prioritize their workflows in order to address the most crucial needs first, regardless of the size of the client.

Accountability: We provide Carson City detailed reporting and regular contact with senior staff to ensure complete reconciliation of your numbers. We put people and resources to your tasks. Technology and people are seamlessly linked so that concentrated client attention leads to positive results in a timely manner. Our 37 Customer Service Representatives follow up on over 30,000 trips per month compared to most agencies with a third of that dedicated workforce.

Compliance Management: The combination of our processes, ongoing training, and documentation training of your staff work to ensure your compliance so that in the event of a Medicare audit Carson City has a record of clean claims and a history of proper billing.

Comprehensive Revenue Recovery: We don't just pursue "the cream." In addition to collecting from Medicare, Medicaid, and Private Insurance, we appeal all denials, we research all private pays to find viable insurance, and we work with patients to arrange alternate methods of repayment. We get you your maximum reimbursement available.

Reliability: Wittman provides the City of Carson City extensive mapping of information with any ePCR system to ensure that it correctly corresponds with our technology. There are no requirements or added costs for an electronic interface with Wittman Enterprises, LLC. From the beginning we anticipate and manage for you issues such as Medicare compliance and revalidation, reconcile payments from legacy billing accounts, respond to legal and other requests, tailor a reporting program that meets your specific needs.



3

We are proactive with our clients and with agency and government regulations as part of our ongoing effort to keep you current on all legal and administrative issues. For example, under the *Patient Protection and Affordable Care Act, Section 6401*, "all new and existing providers must be reevaluated under the new screening guidelines in Section 6028 by no later than March 23, 2013. Medicare requires all enrolled providers and suppliers to revalidate enrollment information every five years." Wittman Enterprises, LLC works closely with our clients, compiling and submitting revalidation packets on their behalf prior to Medicare deadlines.

"Not only have we saved money and increased our collection rate, we are at ease knowing that Wittman Enterprises is always on top of current Medicaid, Medicare and all other healthcare related issues: keeping us informed on every aspect."

Phillip Garcia, Assistant Chief Culver City Fire Department

No one competes with our integrity, our client commitment, our proven collection rates, and our passion for what we do. Wittman welcomes the opportunity to discuss our business philosophy and strongly recommend the City of Carson City consider in-person interviews. We believe that face-to-face meetings often provide a clearer impression of each company, which can be challenging to translate via paper RFP responses.

#### RELEVANT EXPERIENCE

From the beginning of your project we anticipate and manage for you issues such as Medicare compliance and revalidation, reconcile payments from legacy billing accounts, respond to legal and other requests, and tailor a reporting program meeting your specific needs. We have a long history of meeting and exceeding client expectations and service deadlines.

Wittman started with expert and personal attention more than 20 years ago and this will never change. Our organization has always demonstrated a financially sound position with liquidity ratios higher than bank requirements. We have an \$800,000 bank line of credit that enables us to withstand any temporary interruption in cash flow and keep working on our clients work. Wittman Enterprises, LLC is dedicated exclusively to the EMS industry and chooses to be expert in the ambulance billing field 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 sensitive, yet collection-oriented communications with patients and their representatives. Since our only business is ambulance billing, our staff is dedicated and expertly trained in this field.



#### SERVICE APPROACH

The City of Carson City can count on Wittman Enterprises, LLC to conduct diligent, regular, and uninterrupted billing services in a professional businesslike manner. We believe our personal approach and higher levels of service greatly exceed industry standards.

#### **Automated Capabilities**

Wittman's in-house programmer allows us to tailor our services to the specific requirements of our clients. Additionally, we design reports to meet your needs and ensure their availability at any time through our <u>Client Portal</u>. We have used ZOLL Data Systems RescueNet as our billing software for more than 7 years. Additionally, our IT team has worked extensively with ZOLL to ensure that all aspects of our process operate efficiently. Currently we interface with several ePCR systems including FieldSaver, EMS, Med Media, Health EMS ePCR, ZOLL, and Firehouse. We are also working with ESO, ImageTrend, and EMS Charts developing electronic interface capabilities. Our team provides the City of Carson City the capability of interfacing EMS billing with every ePCR system currently in operation. Software interface capabilities and automation specifics include the following:

- Windows 2003 Servers and Windows 2003 R2 in use for approximately 7 years
- Work stations use Windows 7 and Windows XP Service Pack 3
- Electronic Filing: Interface with ECM File software
- Electronic Billing: Interface with InfoSend software
- Electronic Reporting: We utilize our in-house programmer to customize client reports
- Electronic Records: Interface with DocuWare and ZOLL RescueNet "Workflow"
- Electronic Collections Tools: InfoSend NCOA (National Change of Address Database)
- Google Maps, MapQuest, and Melissa Data for current addresses, incident locations, and trip distance calculations

#### **Electronic Access to Records**

Wittman Enterprises, LLC offers Internet access to our system via our <u>Client Portal</u>. No additional software is required for the City of Carson City to access the information through our secured website. It is accessed through a secured login that is password protected. Access to the <u>Client Portal</u> is granted only to pre-authorized City personnel with permission to view such information and is strictly limited to the City of Carson City's information. All patients may be referenced by name, date of service, incident, and run number. City staff can print invoices for patients and run reports for their own use. Any of the City's specialized reports may be made available through this site.



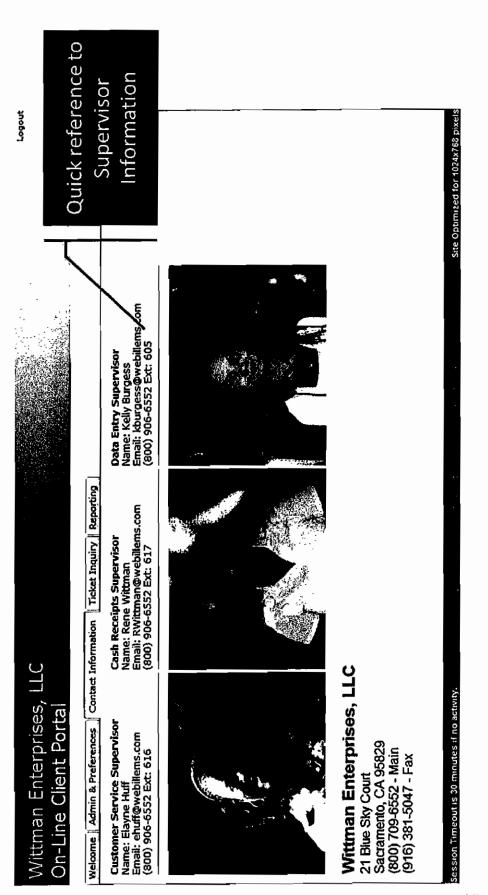
### EXHIBIT A Wittman Enterprises, LLC

Our billing software system is Microsoft Windows-based which enables data export by the City for easy manipulation. 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.



Client Portal





œ

Logout Adobe Reader is Required to view reports: Get Adobe Reader report criteria Site Optimized for 1024x768 pixels Easy to use Select Profit Centers to report on: Uncheck All Profit Centers 🗌 6 Molokai 1 Hawaii Check All 5 Lanai 2 Kauai ☐4 Oahu 3 Maui None simple tree view Reports in a Multiple - Report Description

Displays charge details, including trip date, run
number, customer name, current schedule and
event, entered date, charge description, quantity,
price per unit, and total charge amount. Enter a Start & End Date or use the option in Quick Choice. Quick Choice: Current Month Stroptional Contact Information Ticket Inquiry Reporting Drint Report in Black & White 鼺 Start Date: 08/01/2009 | Report Options End Date: 08/31/2009 Prepare Report Click to prepare the report. · Date Ranges Prepare Report Session Timeout is 30 minutes if no activity. Wittman Enterprises, On-Line Client Portal Cosing Balance Summary Welcome Admin & Preferences 🖫 🔁 Cash Receipts Journal by Payor Category Charge Type Detail E C Activity Summary □ Cal Tiddet Survey 🗗 🚰 Aging Detail 🖻 🗀 Administration E Charge List 🗃 🗀 Trip Count Dry Runs D Month End O C Billing



#### Client Liaison Team

Wittman's Client Liaison team provides the conduit between the City and our operations. We pleased to meet with City personnel to discuss the goals of our business relationship, the services to be provided, and any other topics that are required for the continued quality performance of EMS billing on behalf of Carson City. Stephanie Cooper-Noe is your Client Liaison and your main point of contact should any issues arise. Please consider too that Client Liaison Russ Harms, CEO Corinne Wittman Wong, and COO Walter Imboden are also available to the City at any time. We will make ourselves accessible for meetings by teleconference or in person as necessary. In tandem with the Customer Service group and as part of our comprehensive service they provide:

- Assistance in completing application forms required for maintenance of enrollment in Medicare
  Part B and state Medicaid programs in the state where services are rendered, including the
  establishment of a National Provider Identifier (NPI).
- Assistance in maintaining and updating the local Medicaid signature authorization forms for billing paper claims.
- Annual Medicare updates as required by the program.
- Re-enrollment of Medicare and other third party payers required by Medicare or by the respective third party payers.
- EDI registration maintenance and updated application for local Medicaid and Medicare carriers.
- All required registration maintenance and updates of Wittman as the City of Carson City's official patient billing address.
- Staff to obtain signatures, and provide mailing and follow-through on all enrollment forms and all third party payers.
- Updates and completion of all third party payer forms resulting from changes to the City's information.

# Meetings

Wittman enjoys meeting regularly with City personnel to discuss the goals of our business relationship, the services to be provided, and any other topics that are required for the continued quality performance of EMS billing on behalf of Carson City. Stephanie Cooper-Noe is your Client Liaison and your main point of contact should any issues arise. Please consider too that Client Liaison Russ Harms, CEO Corinne Wittman Wong, and COO Walter Imboden are available to the City at any time. We will make ourselves accessible for meetings by teleconference or in person as necessary.



57.

BIDDER INFORMATION:

Company	Name: Wittman Enterprises, LLC
	No.: 68-0456021
Mailing Ad	Idress: 21 Blue Sky Court
City, State	Zip Code. Sacramento, CA 95828
	Telephone Number: 800-906-6552
Complete	Fax Number: 916-381-5047
	erson/Title: Corinne Wittman Wong, CEO
Mailing Ad	dress: PO Box 269110
City, State	Zip Code: Sacrumento, CA 95826-9110 Telephone Number: 916-669-4608
Complete	Telephone Number: 916-669-4608
Complete	Fax Number: 916-471-5108
E-mail Add	dress: cwlttmanwong@webillems.com
Ca ac bu De	arson City Municipal Code Section 4.04.010 requires that any business operating within arson City is required to be in possession of a valid Carson City business license. Be by business license is a contract by Carson City, you must either have a current is license or an exemption letter from the Carson City Development Services apartment before commencing business. However, possession of said license is not a serequisite for bidding.
58.1	If Bidder has a valid Carson City Business License, please provide number:
58.2	Bidder <u>does not have</u> a valid Carson City Business License. Bidder contacted a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that <u>Bidder does need</u> a Carson City Business License for this <b>REQUEST FOR BID</b> . Bidder certifies that he will obtain a Carson City Business License if awarded this <b>REQUEST FOR BID</b> .
	Signature Date
58.3	Bidder <u>does not have</u> a valid Carson City Business License. Bidder certifies that he has spoken to <u>Sabrina Wheeler</u> a representative of the Carson City Development Services Department at 775-887-2105 and has been informed that <u>Bidder does not need</u> a Carson City Business License for this <b>REQUEST FOR BID</b> .
	Signature Corners Dethour-if Date 3-13-12
	()



59.	<u>D]:</u>	SCLOSURE OF PRINCIPALS:
	59.1	Individual and/or Partnership:
		Owner 1) Name: N/A Address:
		City State 7in Code:
		City, State, Zip Code:Complete Telephone Number:
		Owner 2) Name:
		Address;
		City, State, Zip Code:  Complete Telephone Number:
		Other 1) Title:
		Name:
		Other 2) Title:
	59.2	Corporation:
		State in which Company is incorporated: California  Date Incorporated: 07/01/2000
		Name of Corporation: Wittman Enterprises, LLC
		Address: 21 Blue Sky Court
		City, State, Zip Code: Sacramento, CA 95828
		Complete Telephone Number: 800-906-6552
		President's Name: Corinne Wittman Wong, CEO
		Vice-President's Name: Walter Imboden, President/COO
		Other 1) Name: David Wittman
		Title: Vice-President/CIO
		Other 2) Name: Kathryn Wolf
		Title: Vice-President



If Bidder responds NO to any of the following questions, Bidder must use the EXCEPTION SUMMARY document to record any deviations, modifications, and/or alternates proposed to this REQUEST FOR BID. Failure to do so may be justification for rejection of the BID RESPONSE. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.

60.	Bidder has read the <u>SPECIFICATIONS</u> and certifies that the product(s) and/or proposed meets or exceeds the requirements of this <b>REQUEST FOR BID</b> .	service(s	;)
	proposed freets of exceeds the requirements of this request For bib.	ØYes	□No
61.	Bidder agrees to enter into a Contract for Services of Independent Contractor — Sample Contract) with Carson city for two (2) years from date of award City Board of Supervisors.	(Attachme d by the C	
	City board of Supervisors.	ØYes	П№
	61.1 Bickler agrees that Carson City shall have the right to renew this Contradditional years, subject to negotiation.	act, for fiv	/e (5)
	,	ΩYes	□No
	61.2 Bidder guarantees the pricing for a period of two (2) years from the da	te of awar 12 <b>1Yes</b>	d. □No
62.	Bidder agrees that all prices shall be <b>F.O.B.</b> Carson City. No additional charg packaging, handling, insurance, etc., shall be allowed. Bidder shall be responshipping charges for items returned due to error and/or unacceptable condition	sible for a	
	shipping charges for nertis returned due to entiri and/or unacceptable condition	☑Yes	□No
63.	Bidder agrees that should he fall to deliver the product(s) and/or perform the sa accordance with this <b>REQUEST FOR BID</b> , the City may declare the Bidder In contract and recover all damages, costs and fees (Including Attorney's fees) all	default of	
64.	Bidder agrees that in the event of default by Bidder, Carson City may, at its opione or all of the following alternatives including: procure the product(s) and/or another source and hold the defaulting Bidder responsible for an excess cost of thereby, assess a penalty of 5% of the total awarded bid amount, commence with and/or Performance Bond proceedings, debar the defaulting Bidder for not less or pursue other applicable legal remedies.	service(s) ccasloned tith Surety	from d , year,
		ØYes	□No
65.	Bidder has attached a Bid Bond in the amount of 5% of the bid amount.	□Yes	Мо
66. <b>FOR B</b> I	Bidder has read and agrees to abide by the <u>TERMS AND CONDITIONS</u> of this D.		
		⊠Yes	□No
	Bidder agrees that all billings for dates of service prior to July 1 must be submit City no later than the first Friday in August of the same year; that a billing submit first Friday in August will subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to exceed to the subject Bidder to an administrative fee not to the subject Bidder to an administrative fee not to the subject Bidder to subject Bidder to an administrative fee not to the subject Bidder to the	itted after	the
	that this amount will be deducted from the stale claim payment due to Bidder.	⊠Yes	□No



68.	Ge Ins	Ider has read and agrees to abide by the <u>INSURANCE REQUIREMENTS</u> fi neral Liability Insurance, Business Automobile Liability Insurance, Professio urance, and Workers' Compensation and Employer's Liability Insurance for R BID.	nal Liabili	ity
		N DID.	⊡Yes	∐No
69.	teri red will per inv cle	SH DISCOUNT of N/A % may be taken in addition to the price(s) stams ofcalendar days. Prompt payment discounts will be considere commendation only if discount period is fifteen (15) or more calendar days. If the computed from the date Carson City acknowledges that the delivery an afternance meets the requirements of this REQUEST FOR BID or from the color is received by the appropriate Carson City department/division accountry, whichever is the latter date. Payment is deemed to be made on the date liked to Bidder.	ed in aware Discount p d/or date the co ts payable	d period prrect
70.	Se	aled Bid Inventory		
	70.1	Table of Contents (Tab 1)	ØYes	□No
	70.2	Executive Summary (Tab 2)	⊠Yes	□No
	70.3 70.4	Bid Response (Tab 3) Scope of Services Anticipated (Tab 4)		
	70.5	Financial Proposal (Tab 5)	☐Yes	□No
	70 6	History of Firm (Tab 6)	ØYes	□No
	70.7	References (Tab 7)	ØYes	ПМо
	70.8	Response to questions (Tab 8)	ØYes	□No
	70.9	Financial Information (Tab 9)	МΥes	□No
	70.10	Exhibits (Tab 10)	⊡Yes ⊡Yes	□No



71. ACKNOWLEDGMENT AND EXECUTION:
STATE OF) ) SS
COUNTY OF
I,
BIDDER: PRINTED NAME OF BIDDER: Corinne Wittman Wong TITLE: CEO
FIRM: Wittman Enterprises, LLC
Address: 21 Blue Sky Court
City: Sacramento
State / Zip Code: CA 95828
Telephone Number: 916-669-4608
Fax Number: 916-471-5108
E-mall address: cwittmanwong@webillems.com
(Signature of Bidder)  DATED  3-13-12
· ·
Signed and sworn (or affirmed) before me on this day of, 2012, by
(Signature of Notary)
(Notary Stamp)



☐ See Attached Document (Notary to cross☐ See Statement Below (Lines 1-6 to be co	out lines 1-6 below) empleted only by document signer[s], <i>not</i> Notary)
4	
£	
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (If any)
State of California	Subscribed and sworn to (or affirmed) before me
County of SACICAMENTO	on this 13 day of MALLY, 2012 by
STEPHANIE L. COOPER-NOE Commission # 1913365 Notary Public - California Sacramento County My Comm. Expires Nov 15, 2014	(1) COLINE LO ITTIM NAU WANG  Name of Signer  proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) %  (and  (2)  Name of Signer
Place Notary Seal Above	proved to me on the basis of satisfactory evidence to be the person who appeared before me.)  Signature
Prace Notally Sedi Above	Signature of Housey Cubic
OP1	TIONAL ———————
Though the information below is not required by law, it reto persons relying on the document and could prevent and reattachment of this form to another doc	fraudulent removal
Further Description of Any Attached Documer	nt
Title or Type of Document:	
Document Date: Numbe	r of Pages:

# SCOPE OF SERVICES

SERVICE DESCRIPTIONS

#### **Electronic Patient Care Reporting**

Wittman provides extensive mapping of information with any ePCR system to ensure that it correctly corresponds to our billing system. There are no requirements or added costs for an electronic interface with Wittman Enterprises, LLC. We use ZOLL Data Systems RescueNet billing software. Our IT team has worked extensively with ZOLL to ensure that all aspects of our processes operate efficiently. Currently we interface with several ePCR systems including FieldSaver, EMS, Med Media, Health EMS ePCR, ZOLL, and Firehouse. Also, we are working with ESO, ImageTrend, and EMS Charts developing electronic interface capabilities. Our hands-on IT team provides the City of Carson City the capability of interfacing EMS billing with every ePCR system currently in operation. We will work with your chosen ePCR vendor to help ensure you are satisfied with our levels of service.

# **Documents Confirmed and Screened for Completeness**

All PCRs received by our Billing Team are thoroughly reviewed for completeness. Coding with the appropriate payer, patient condition, and charges normally occur within 48 hours of receipt. PCRs with incomplete information are referred back to the City for the missing information. Patient accounts with private insurance information are billed immediately. If insurance information is not available on the PCRs, or by means of our research, the patient's account is set up for private billing. A phone call to the patient is made within 72 hours of receipt of the receipt of the PCR. In order to remain faithful to correct billing processes, we audit fully 35% of all trips billed at the time of data entry.

# **Insurance Finding and Verification**

All insurance and third party payer information provided at the time of input is verified on-line or by phone. By identifying the correct payer for a patient's claim before it is ever billed we consistently keep our percentage of incorrect billings very low. In the event of incorrect insurance billing our customer service representatives contact the patient or receiving hospitals for the correct insurance information. Our revenue assurance team appeals rejected claims and demand payment, with interest when applicable, from non-compliant insurance companies. They are challenged when claims are denied or underpaid. Denials are not simply accepted.

Recently, Wittman added to our collection methods through extensive training that clarified the obligations of insurance carriers. We are very familiar with applicable insurance codes, and health and safety codes, and we employ them regularly when demanding payment from insurance companies. The increased knowledge has helped us obtain correct payment from once-difficult carriers such as Health Net.



# Electronic Billing to Medicare and Medicaid

Medicare and Medicaid patients are billed electronically from trip charges within 14 days and 7 days respectively. When we receive a trip indicating Medicare or Medicaid coverage, we verify this information through electronic verification systems in order to be certain we bill correctly the first time. Medicare and Medicaid claims are transmitted daily using ANSI, the format set forth under HIPAA requirements.

Our Medicare and Medicaid Specialists process all denials and appeals. They receive extensive training in all aspects of Medicare and Medicaid billing and are well-versed in Federal and State law as well as the implementation of the associated fee schedules. Secondary insurance or private balance billing occurs immediately upon posting of Medicare payments. Follow-up commences as required, based on the secondary source, until full adjudication is resolved.

# **Assignment Authorization**

The assignment of benefit authorization—mandatory for all Medicare billings—is included on all invoices and statements mailed by Wittman Enterprises, LLC. If the signature is not obtained at the time of service by field crews, we must release the invoice to the patient for accurate completion. We have found that the most efficient billing and collection programs are a direct result of a strong partnership between our client and us. It applies here as well because the release of billing to Medicare is not permitted without the signature of the patient, designated guardian, or witnessed declaration that the patient is not able to sign.

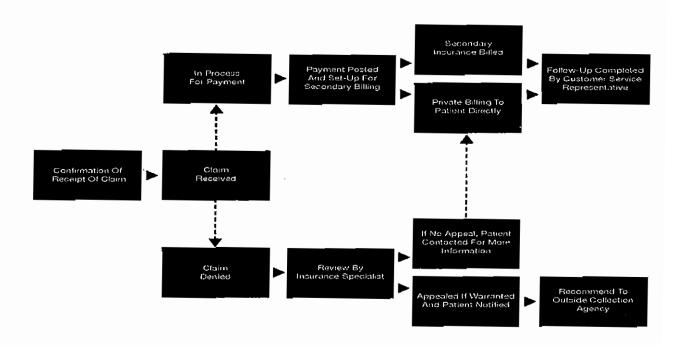
If field crews do not regularly obtain the patient signature—or witness the patient's inability to sign at the time of service—billing and subsequent payment can be delayed significantly. Recognizing that there are times when obtaining these clearances simply are not feasible, and in partnership with you, Wittman assists with the collection of raw data as much as possible to ensure the highest achievable collection rate.

#### **Billing Private Insurance**

In the event of incorrect or incomplete insurance information our Customer Service Representatives work with hospitals and the patient for any corrections to that information. Wittman electronically bills all qualified primary and secondary insurance sources, workers compensation, health maintenance organizations, third party liability, benefit programs, and self-insurance programs. Those who do not qualify are billed via generated paper statements mailed directly to them. Denials are not accepted; in fact as a policy we appeal where appropriate and demand payment with the appropriate interest from non-compliant insurance companies.



Wittman Enterprises, LLC has also worked on several large insurance bankruptcies. These bankruptcies have affected the revenue of our clients. Through our efforts we have been able to obtain for our clients up to 80% of unsecured debt owed by several of these insurance companies. Most billing agencies opt to forego this process. It takes many hours of correspondence and re-billing to the bankruptcy courts to net our clients payments that otherwise would have been written off.





# **Destination Hospital Contact**

As part of our comprehensive services Wittman works with your receiving hospitals to obtain patient demographics. We gather the required information via secured email, fax, and phone calls to the financial offices of the hospitals or skilled nursing facilities. Wittman Enterprises, LLC employs a variety of other processes and resources in the course of following-up on accounts with inadequate billing information. These resources include:

- Use of Zip Code/Street directories for obtaining missing/incomplete addresses
- Use of Accurint.com for tracing mail returns
- Contacting EMS Division to locate missing information from Run Reports
- Contacting patient's family members for billing or insurance information
- Mailing inquiry forms to the patient
- Personal contact with the patient via phone calls or email

Supplemental patient information is received by us through our protected FTP site, secured fax or email, and U.S. Mail.

# **Self-Pay Accounts**

Surveys from the American Collectors Association indicate that patients are more motivated to make payment from a telephone call than repeated collection notices. However, they have shown the most effectiveness through a combination of both methods. Wittman has found this to be true through personal attention given to our clients and their patients.

Our first call to a private account occurs immediately after data entry of the incident into the system. This verification call allows us to determine if the patient has insurance or any special circumstances that will make it difficult to pay the bill in a reasonable amount of time. The early establishment of contact with the patient is beneficial. At this point, handling of the account becomes individualized. Furthermore, we have found that our system of invoices, statements, delinquency notices, and individual letters, in conjunction with telephone follow up, is most successful.

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

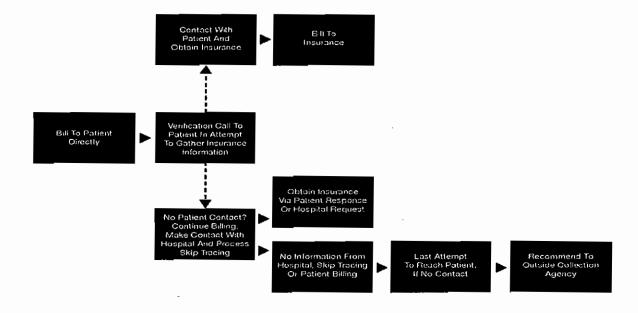


#### **Bill Schedule**

Wittman will customize the private bill schedule to reflect Carson City's needs. These schedules work in conjunction with our billing program that tracks accounts receivable and assigns them to a Customer Service Representative for making follow up calls. A sample billing schedule is as follows:

Action	Time Line
Information letter	Immediately
Phone Call to Patient	Within 3- 5 Business Days
Send Second Notice	At 30 Days
Phone Call to Patient	At 30 Days
Send Past Due Notice	At 45 Days
Send Final Demand	At 60 Days

Our invoices contain various fields for specialized messages and payment instructions. Wittman will include any of the City's specialized letter or message requirements. In addition to the above mailings, we provide our Customer Service Representatives letters appropriate to each collection situation. As part of follow-up, these letters can be scheduled to address a specific circumstance. This adds our personal touch to the process. Our program uses available next of kin information, as well as employer data, so that reaching the patient or family members for additional information happens successfully.





CITY OF SANTA ANA FIRE DEPT PARAMEDIC BILLING PO BOX 269110 SACRAMENTO CA 95826-9110



TELEPHONE NUMBER: (800) 906-6552 Pacific Standard Time - 8:00am to 4:30pm

INCIDENT NUMBER: 11-23456 RUN NUMBER: 11-098765

WMN0517A AUTO SCH 3-DIGIT 926 7000000940 01.0005.0106 940/1

# Կուսնոկիկիկիլինիլ||Միկրնաիսիլու||Միթգ||վրա||լ|



ROSE MARTIN 123 ANY ADDRESS SANTA ANA CA 92701-4819 RE: Incident Number 11-23456
Date of Service: 04/01/2011
Balance Due: \$1400.00

Por favor llame a nuestra officina con la informacion de su aseguransa.

Dear Rose Martin,

In order to bill for your recent Emergency Medical Service, please fill out the form below and return it to our office as soon as possible. Please include a front and back copy of your insurance card if possible. We will not be able to bill your Medicare, Medi-Cal/Medicaid, or Health Insurance until we receive this information. Ultimately, you will be held responsible for all charges.

Health Insurance: Insurance Name:	Phone #: ()
ID# or Member #:	
Subscriber:	Subscriber Date of Birth: / / /
Auto Insurance (if applicable): Auto Insurance Name:	
Policy #:	Claim#:
Address:	
Phone #: _(	
Attorney or 3rd party(ie) Work Comp (if ap	opficable): ID# or Claim #:
Address:	City: State: Zip:
Phone #	Contact:
Employers Name (Work Comp):	
	e to release to Medicare, Medicald and any insurance, as well as entation in their possession needed to determine these benefits or
Signature of Patient, Parent or Guardian	Date
Print Name	

FOR BILLING INQUIRIES CALL 1(800) 906-6552 Pacific Standard Time - 8:00am to 4:30pm.
You may also submit insurance information at http://www.webillems.com/secure



MAKE CHECKS PAYABLE TO:  SACRAMENTO METROPOLITAN FIRE DISTRICT PO BOX 269110 SACRAMENTO CA 95826-9110	CREDIT CARD CHOICES CARD NUM	WSA	ESA CHINESELEM		CODE AMOUNT
	BIOHATUR	<u> </u>			EXP. DATE
FOR BILLING INQUIRIES CALL: 1(800) 906-6552 Pacific Standard Time - 8:00am to 4:30bm	RUN NUN		TEMENT DATE	DUE DATE	AMOUNT DUE
RUN NO: 12-12345 INCIDENT NO: 12345678	12-12 • LAST TH		7/05/2011 0 ACK OF CREDIT CARD.	8/01/2011 	AMOUNT PAID \$ 1400.40
DATE OF SERVICE: 03/10/2011			PLEASE REMIT		1400.40
MM0705A AUTO MIXED AADC 926 700001234 01.0005.0284 1234/1 IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	II. SA PC	CRAMENTO BOX 26911	lddladdaadla METROPOLITA		հունի
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT		SEE REVERS	SE SIDE FOR ADDITE	DNAL INFORM	IATION
	<u>IVOICE</u>	ı			
CIDENT NO. 12345678 JN NO. 12-12345			DATE OF S	ERVICE:	Page 1 of 03/10/20
DESCRIPTION	CHECK#	QUANTITY	COST PER UNIT	DATE	TOTAL CHARG
Basio Ambulance Service Mileage Cervical Collar Body Substance Isolation Pulse Ox		1 3 1 1	1,300.00 18.00 24.00 20.00 15.00		1,300.00 41.40 24.00 20.00 15.00
					TOTAL AMOUNT
CKUP LOCATION:	DROPOFF !	OCATION:			DUE

This bill is separate from your hospital bill. Please inform us of any Insurance, Medicare, Medicaid/Medi-Cal. Please contact our billing office at 800-906-6552.

SACRAMENTO METROPOLITAN FIRE DISTRICT PO BOX 269110 SACRAMENTO CA 95826-9110

PATIENT: JANE DOE



PATIENT'S CHANGE OF MAILING ADDRESS	PATIENT'S CHANGED INSURANCE INFORMATION
Address:	Insurance Co.:
City:	Claim Office Address:
State: Zip:	Policy #: Group #:
New Phone #: ( )	Named of Insured:
Social Security #:	Relationship of Patient to Insured:
	Employer Name:
	Employer Address.
	Medicare #:
Authorization for release of Medical Information:	Missione W.
I authorize any holder of Medical information about m well as the provider of this service, any information or hese benefits or the benefits payable for related service	ne to release to Medicare, Medicaid and any insurance, as documentation in their possession needed to determine ces, whether in the past, now or in the future.
Signature of Patient or Guardian	



MAKE CHECKS PAYABLE TO:	CREDIT	1 =			
SACRAMENTO METROPOLITAN FIRE DISTRICT	CARD		SAT UNSTRUCTED	<b>"</b>	
PO BOX 269110 SACRAMENTO CA 95826-9110	CARD HUMBS		and the same	* SECURITY CO	OE AMOUNT
	EIGHATURE				exp. date
1/090 000 0550	RUN NŲM	250 074	TEMENT DATE	DUE DATE	AMOUNT DUE
FOR BILLING INQUIRIES CALL: 1(800) 906-6552 Pacific Standard Time - 8:00am to 4:30pm	12-12			08/01/2011	75.25
RUN NO: 12-12345 INCIDENT NO: 12345678					AMOUNT PAID
NCIDENT NO: 12345678 DATE OF SERVICE:03/10/2011	* LAST THR	EE DIGITS ON B	ACK OF CREDIT CARD	. \$	
ADDRESSEE:	200		PLEASE REM	TO:	180
WMN0705A AUTO MIXED AADC 926 7000001234 01.0005.0284 1234/1					
#ՈլլոկնդկինդիլՈնրեվիջիմկուրվՈՈ <u>ֈ</u> ին			hhlluhhumlla METROPOLITA		
JANE DOE		BOX 26911		HIN FIRE DIST	RICI
123 STREET			CA 95826-9110	)	
SACRAMENTO, CA 95820-1234					
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT		SEE REVER	SE SIDE FOR ADDIT	IONAL INFORMA	TION
	INVOICE				
NCIDENT NO. 12345678					Page 1 of
RUN NO. 12-12345			DATE OF	SERVICE:	03/10/201
DESCRIPTION	CHECK#	QUANTITY	COST PER UNIT	DATE	TOTAL CHARGE
Payment-Check Payment-Check	198765432 198765432			07/01/2011 07/01/2011	-12.62 -288.38
Basic Ambulance Service	100700402	1 1	1,300.00	0/10/1/2011	1,300.00
Mileage Cervical Collar		3 1	18.00 24.00		41.40 24.00
Body Substance Isolation Pulse Ox		1 1	20.00 15.00		20.00 15.00
Contractual Allowance					-1,024.15
<del></del>					TOTAL
ICKUP LOCATION:	DROPOFF LO	DCATION:			AMOUNT
NAHEIM BLVD X FLOWER RD, SACRAMENTO, CA 95820	Kaiser Hospital-		amento		DUE 75.25
four insurance has paid their portion of these charge	s. The balance is	your respo	nsibility. If yo	ou have sup	plemental
nsurance which covers this amount, or wish to setup					
rou .		•		_	
SACRAMENTO METROPOLITAN FIRE DISTRICT		PATIEN	IT: JANE D	DE	
PO BOX 289110					



FOR BILLING INQUIRIES CALL: 1(800) 906-6552 Padfic Standard Time - 8:00am to 4:30pm	RUN NUM		TEMENT DATE	DUE DATE 08/01/2011	AMOUNT DUE
RUN NO: 12-33333 INCIDENT NO: 15544554 DATE OF SERVICE:03/10/2011	* LAST THR		ACK OF CREDIT CARD	\$	AMOUNTPAID
ADDRESSEE: WM0705A AUTO SCH 3-DIGIT 956 7000000020 01.0001.0027 27/1 II-IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	CO PO	SUMNES CO BOX 26911	PLEASE REMIT I.I.I.I.I.I.I.II.II OMMUNITY SEI 0 0 CA 95826-9110		
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT		SEE REVERS	SE SIDE FOR ADDIT	IONAL INFORMA	TION
NCIDENT NO. 15544554 PUN NO. 12-33333 DESCRIPTION	CHECK#		DATE OF S	DATE 06/13/2011	Page 1 of 03/10/201 TOTAL CHARGE -787.85
Advanced Ambulance Service Mileage Oxygen EKG Monitoring King Tube Supply Charge ALS2 Contractual Allowance		1 16 1 1 1	1,140.00 22.00 60.00 30.00 54.00 92.00	50/10/2011	1,140.00 352.00 60.00 30.00 54.00 92.00 -920.15
CKUP LOCATION: 110 BAYSHORE RD, GALT, CA 95820	DROPOFF LO				TOTAL AMOUNT DUE 20,00

COSUMNES COMMUNITY SERVICES DISTRICT PO BOX 269110 SACRAMENTO CA 95826-9110

PATIENT: JOHN DOE



MAKE CHECKS PAYABLE TO:	CREDIT	П		<u> </u>	
AMERICAN LEGION AMBULANCE PO BOX 480	CHOICES CARD NUMBER	Alga	MASTERCAND		TNUOMA 30
SUTTER CREEK CA 95685-0480	MONATURE				
<b>∥</b> 11-77885	BOMATURE				EXP. DATE
FOR BILLING INQUIRIES CALL: 1(800) 906-6552 Pacific Standard Time - 8:00am to 4:30pm	RUN NUM		TEMENT DATE	DUE DATE	AMOUNT DUE
RUN NO: 11-77885	11-77			08/01/2011	83.78 AMOUNT PAID
DATE OF SERVICE: 04/12/2011	*LAST THR	EE DIGITS ON B	ACK OF CREDIT CARD	\$	
NAME: WHN0705A AUTO SCH 3-DIGIT 956			PLEASE REMIT	то:	
7000000040 01.0001.0040 40/1	ll l	ահերև		بالبليبا بتباليات	ահոՈ
հերրելներիլենրը[Ուրլելիր-իմիրությիննիլիից առու JOE SMITH	AM	ERICAN LE	GION AMBULAN		
123 STREET		BOX 480 TTER CREE	EK CA 95685-046	30	
SUTTER CREEK CA 95680-1234					
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT		SEE REVER	SE SIDE FOR ADDIT	IONAL INFORMA	ATION .
CIDENT NO. 174125836 UN NO. 11-77885	AL NOTI		DATE OF S	SERVICE:	Page 1 of 04/12/20
DESCRIPTION	CHECK#	QUANTITY	COST PER UNIT	DATE	TOTAL CHARG
Payment-Check Basic Emergency Ambulance Sivo Mileage Dxygen EKG Monitor Pulse Oximetry Finance Charge-American Legion Contractual Allowance		151111	1,382.00 45.31 180.00 152.75 72.75 2.04	05/17/2011	-326,98 1,382,90 194,83 180,00 152,75 72,75 2,04 -1,573,61
KUP LOCATION:	DROPOFF Lo				TOTAL AMOUNT DUE

This balance is seriously past due. Payment in full or acceptable payment arrangements must be made immediately. Contact our billing office within 14 days or further action may be taken. Para preguntas de facturacion en espanol liame al 1(800)906-6552.

AMERICAN LEGION AMBULANCE PO BOX 480 SUTTER CREEK CA 95685-0480

PATIENT: JOE SMITH



# **Billing and Collection Workflow**

Wittman provides personalized customer service in our approach to your project including:

- Electronic generation of both Medicare and Medicaid claims, as well as billing all insurance and private parties.
- Handling of third party payer submissions and inquiries regarding insurance claims—showing
  claim submission dates, follow-up payments to be made on an account and the source of that
  payment—along with a full itemization of charges.
- Tracking and generating accounts that require special handling and follow-up.
- Compiling monthly and annual reports that demonstrate clear audit trails, detailed payment and
  adjustment, and account balance experience per account. These reports are in accordance with
  customary accounting practices and include an aging report and a monthly recap of deposits.
- Cross-referencing patient files by last name, social security number, pickup or residence address, and date of service.
- Creating invoices within 2 working days of receipt of billing information from the City.
- Conducting all follow-up work required, including additional correspondence and telephone calls, in order to collect insurance payments.
- Establishing a positive relationship with local receiving hospitals and medical centers.
- As part of our billing follow-up our customer service representatives make regular phone calls
  and provide letter correspondence to patient accounts and third party payers. Our tenacity is an
  example of our dedication to personalized customer service. We do not give up on any possible
  source of payment.

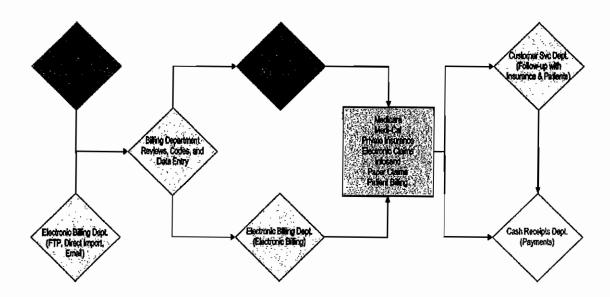




EXHIBIT A
Wittman
Enterprises, LLC

# Support Services/Electronic Billing Department

Our Support Services team transmits all electronic files to Medicare, Medicaid, and private insurance and prints and mails paper claims.

# Billing Department

Tickets (Pre-Hospital Care Reports) are initially reviewed for diagnosis and treatment codes. Next, insurance information is verified when provided and the information is entered into our billing system for initial billing and follow-up by the Customer Service Department.

# **Customer Service Department**

Customer Service Representatives are responsible for the follow-up on private insurance, private pay, and balance-billed accounts. They take in and make over 10,000 calls weekly to and from patients. A toll-free number is provided for contact with customer service representatives. They also process insurance EOBs, patient insurance information, and patient disputes.

# Cash Receipts

Wittman's Cash Receipts group processes and posts all account payments and processes refund requests.



# **Payment Processing**

Payments received are posted to the proper account within one day noting the source of that payment. All charges applied to a patient's account are retained as a permanent record of their medical history. Full payments posted that result in a zero balance require no further action. When partial payment is made, it will be posted and the balance transferred to the appropriate pay source. For example, a Medicare payment will be posted with the appropriate write downs; and the patient's remaining 20% responsibility will be transferred for billing to the secondary insurance or to private billing directly to the patient. Follow-up is completed by the Customer Service Representative regardless of private or secondary insurance billing. If a secondary insurance is not available for billing the patient is billed directly.

In the course of billing, patients without insurance are identified. If they are unable to make one payment in full, they are offered payment arrangements that can be made on a monthly, bi-monthly, or weekly schedule. Our customer service representative will set up the *Time Pay* within the system and an initial letter is sent to the patient outlining the payment arrangements. Payments will be set at an amount that allows the account to be paid within a year.

Our invoices are customized with the Visa and Master Card symbols letting patients know that they can make credit card payments. They have the option to send payment by check, money order, or by providing credit card billing information. Patients may also submit credit card information via our secured <u>Patient Portal</u> or by calling our customer service center. The information is transmitted via *IC Verify* to the City's merchant account and the payment posted to the patient's account.

#### Patient Financial Hardship

In the course of providing our services, Wittman will follow all City of Carson City policies and statutes. The City will be notified in the case of any situation requiring modification of account balances, pay schedule, referral to collections, or account write off. No adjustment will be made without prior authorization from the City. All adjustments will be clearly documented and identified in our regular reporting and documentation.

#### Hardships, Discounts, and Reductions

We will work with you to customize policies regarding discounts and reductions to meet the City of Hurst's requirements. Some of these may include hardships, attorney requests, City employees, or small balance write-offs. In all cases no discounting decisions will be made without your approval.



# **Collection Agencies**

Wittman Enterprises, LLC will effect collections through written and oral communications with debtors, skip tracing for new addresses, and correspondence with receiving hospitals. In partnership with the City of Carson City we will identify bad debts and follow the City's policies regarding their treatment. We are expert in EMS Medical billing and work diligently to ensure that when an account is sent to a collection agency all options have been exhausted. The account is referred for collections when the only recourse is to have it reported as bad debt. Although we cannot in good faith recommend one agency over another, Wittman can provide a list of agencies with which our clients often contract.

# Dispute Resolution

We manage resolution of disputes in accordance with the City of Carson City and HIPAA guidelines. Wittman strives to develop a strong rapport with your staff and work closely with them to find a quick and equitable resolution to all patient disputes. Customer Service Representatives are trained to respond with the awareness that we represent your interest when responding to inquiries from patients, insurance companies, attorneys, and others. We are generally able to dispel any patient concerns or disputes without involving City personnel. However we notify immediately the City of any patient care complaints.

#### Non-collectable Accounts

In the unlikely event that an account is deemed uncollectible after our thorough efforts, it is returned to you with our recommendation for future treatment. As mentioned earlier, we send less than 12% of all accounts billed for additional collection efforts. Wittman will provide the City of Carson City a current list of non-collectable accounts to be released to Carson City after collection efforts have failed. We will cooperate with the City's contracted collection agency to provide needed documentation regarding the billings. However, before an account is recommended for referral, the following procedures will have been performed:

- Bill Schedule has been completed.
- Utilization of all appropriate follow-up calls and letters.
- Alternate contacts have been used.
- Attempts to locate correct address and telephone number with the Haines Directory and Accurint.com, a skip tracing tool.
- Hospital contacted for more accurate or current information.
- Medicaid eligibility re-verified.



Wittman Enterprises, LLC

#### Collection Policies

Wittman effects collections through written and oral communications with debtors skip tracing for new addresses, and correspondence with receiving hospitals. We will work with the City of Carson City to identify bad debts and follow the City's policies regarding their treatment. However, because of our meticulous upfront efforts and personal attention to detail, we routinely send less than 12% of accounts to our clients' contracted collection agencies. We are an expert in EMS medical billing and work diligently to ensure that when an account is sent to a collection agency all options have been exhausted. The account is referred for collections following City policy and when the only recourse is to have it reported as bad debt.

# Write-Off Policy

The City of Carson City statutes for waiving fees and writing off accounts dictate our own policies. Any waived billings should be approved by the City per existing policy, and write offs and other adjustments should be authorized by Carson City before we will make adjustments to accounts in the billing cycle. It is our responsibility to regularly communicate with the City regarding any account adjustments so that you are aware of account anomalies prior to us making changes per your authorization.



#### SERVICE APPROACH

# **Due Diligence**

# Employee Background Checks

As a matter of policy all employees and agents of Wittman Enterprises, LLC receive background checks including criminal history checks and checks against the "List of Excluded Individuals and Entities (LEIE), maintained by the Office of Inspector General (OIG). Wittman consults with the OIG prior to hiring new employees.

#### Adherence to Medicare Guidelines

At Wittman Enterprises, LLC we code to the level of service. If documentation proceed by the paramedics does not substantiate the level of service or medical necessity of the transport we will request additional information in order to ensure the validity of each claim. Without complete documentation we can only bill the claim based on the information provided.

# EMS Billing Integrity

Wittman Enterprises, LLC places significant emphasis on operating ethically and with the utmost integrity. We, nor our officers or employees, have never been found guilty of violating procurement laws or fined for violation of debt collection laws. Specifically, we have had no claims, fines, mediations, arbitrations, litigations, or judgments with which we were involved at any point during our time in business. Additionally, we have never lost an account due to concerns of improper billing practices, accusations, or clients concerns of fraud as defined by CMS and other applicable Federal or State authorities.

# **HIPAA** and Privacy Regulations

# Federal and State Requirements

Wittman Enterprises, LLC complies with all City, State, Federal, CMS, and HIPAA regulations. Our Medicare 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. The program is audited yearly to insure that our billing service remains in complete compliance, thus protecting our clients. Our internal compliance committee meets on a quarterly basis to review any Medicare issues and new information. Additionally, we ensure compliance with local and state laws by continually educating ourselves on any changes or differences that may apply. Wittman agrees to abide by any applicable ordinances of the City. We also agree to secure and not to disclose any HIPAA restricted, protected health information and to maintain the integrity of electronically transmitted health information transmitted for billing purposes pursuant to the BAC. Upon termination of the Agreement for any reason, the BAC shall remain in full force until all remaining payment obligations have been fulfilled by us.



As a matter of policy, Wittman Enterprises, LLC stays current with any program updates to Medicare and Medicaid. Therefore we pledge to remain responsible and knowledgeable regarding any program updates of Medicare and Medicaid for the duration of the contract period.

Wittman's Privacy and Security Officers insure that all HIPAA policies involving privacy and security are followed. We receive extensive training through seminars with Page, Wolfberg, and Wirth and the American Ambulance Association. We provide access to Internet resources for continuing education with regard to any changes that may develop with HIPAA law. Ultimately, we are confident that we assist our clients achieve compliance with all Federal and State mandates. All Wittman employees have received extensive training under the Minimum Necessary Rule associated with HIPAA practices. All Protected Health Information is secured per HIPAA requirements at the close of each business day. As part of our process, we enter into Business Associate Agreements with all of our clients.

#### HIPAA and Red Flag Rules

Wittman Enterprises, LLC recognizes the confidential nature of Carson City'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, the "Red Flags Rules," which require we maintain strict controls aimed at preventing identity theft.

#### **Patient Communications**

Wittman observes all debtors' rights and complies with all applicable Federal and State laws, including by way of example and not as a limitation, applicable provisions of the *Federal Fair Debt Collections Practices Act*, and the *Collection Agency Act*. Nevada has not enacted a separate State law different from the Federal Fair Debt Collections Practices Act; however, residents of Nevada are protected under existing federal law. We will treat the City of Carson City constituents with respect and dignity throughout the billing and collection process. Also, at Carson City's request, Wittman can distribute City-provided copies of a HIPAA Notice of Privacy Practices and survey questionnaires to patients.

# **Documentation Training**

As needed, Wittman provides revenue enhancement training for EMS Division staff. Documentation training for field personnel can be helpful in maintaining compliance with governmental requirements and helps in the building of a partnership perspective between the field crews and the billing office. We are pleased to provide whatever necessary training and consulting the City may need to "properly complete or utilize the necessary run reports/charge tickets, specific codes, etc.," and to provide Wittman all material and information necessary for the effective collection of claims. No limit or charge will be assigned for such required training.



# **Processing City Funds**

Wittman Enterprises, LLC can process the City's payments in one of two ways. The first, called *Dead Cash* are payments received by the City. City personnel make copies of all checks and EOB's. They then forward them to us along with any correspondence that is received. Upon our receipt, these payments are posted to the proper patient account within one day, noting the source of the payment.

The second way we process payments is with *Live Cash*, where payments are sent directly to us. This includes all correspondence, EOB's, patient letters, and requests. It eliminates the need for City personnel to make copies of payment information and process correspondence. Payments are posted within one day of receipt and all monies are deposited in the City's bank account. In compliance with Medicare rules, we maintain only deposit rights to your account.

In the event you choose the *Live Cash* method, Wittman is set up to receive payment on behalf of Carson City. Payments will be posted within 1 day of receipt and deposited to a trust account approved by you. A copy of the deposit slip will be faxed or emailed to the City's designated representative upon our receipt.

# Accounting of Payments Received

On a monthly, quarterly, and annual basis, or as requested by you, Wittman Enterprises, LLC accounts for all payments received and provides financial reports of all billing and collection activity pursuant to Generally Accounting Principles.

# Auditing and Records Retention

# Internal and External Audits

We keep accurate and up-to-date records of all bills, payments, and correspondence related to billing functions to ensure a positive outcome to any audit. Wittman encourages the City of Carson City and its authorized agents to inspect and audit all data and records relating to our performance under the contract. We are at the City's disposal during any audit procedure, insuring immediate compliance with requests for information.

#### Records Retention

Wittman Enterprises, LLC retains all records on site for seven years. Patient Care Reports and all correspondence are scanned into an electronic storage system daily. This storage system ensures convenient retrieval of information for a variety of purposes including requests for information by attorneys and insurance companies. Computer-generated information is available to access at any time.



All records whether paper or electronic are maintained in accordance with generally accepted accounting practices.

# Audit of Records

Wittman Enterprises, LLC agrees that all records pertaining to the City shall be subject to inspection, review, and audit by City, State, or Federal officials during the contract period and for seven years after the termination of that contract. We pledge to keep accurate and current records of all bills, payments, and correspondence related to billing functions. Wittman encourages the City of Carson City to inspect and audit all data and records relating to our performance under the contract. We are available to attend staff meetings by teleconference or in person. The successful partnership that we propose requires such close involvement.

#### Added Value

# Comparative Fee Schedules and Surveys

In order to maximize City revenue recovery, Wittman routinely performs surveys designed to identify comparative fee schedules and potential reimbursement opportunities. As your partner we stay current on industry changes and continually keep you informed of the ramifications and opportunities available to you. Below is an example of a recent survey we performed and shared with a Texas partner:

,				Ar	ea Ra	te Com	ar	ison					•				-	
	··	R	NR		R	NR		R	- ~	NR	-							
		ALS1	ALS1	Al	LS2	ALS2		BLSEI	• ]	BLSE1	N	fileage	0	xygen	٨	LS Sup	В	LS Sup
Garland TX	: \$	500.00	\$ 600.00	. \$	625.00	\$ 725.00	\$	450.00	S	550.00	s	10.00						
Fort Worth	S	1,146.00		S 1,	146.00		\$	1,146.00			\$	9.00						
Plano	\$	600.00	\$ 700.00	\$	600.00	\$ 700.00	\$	600.00	\$	700.00	\$	10.00						
Austin	\$	950.00		: \$	950.00		; \$	815.00			\$	12.50						
Duncanville	: \$	550,00	\$ 625.00	ŝ	650.00	\$ 725.00	\$	500.00	\$	550.00	\$	12.00	\$	40.00	Su	p listed sep	: Sı	up listed sep
McKinney	\$	650,00	\$ 725,00	\$	750.00		\$	550.00	\$	625.00	\$	15.00	\$	60.00	\$	100.00	\$	50.00
Mesquite	: \$	650.00	\$ 725.00	\$	650.00	\$ 725.00	\$	650.00	\$	725.00	\$	15.00	\$	40,60	S	45.33	\$	103.51
Coppell	\$	350.00	\$ 500.00	. \$	350.00	\$ 500.00	\$	350.00	\$	500.00								
Arlington - AMR Transports			;					_										
Irving	S	500.00	\$ 600.00	. \$	500.00	\$ 600.00	. \$	500.00	. \$	600.00	\$	10.00				_	1	
-	Ext	ra Atten	Treat No Trans	Tr		Treat No Trans NR w(IV/Drgs	:	Treat No Trans R no IV/Drgs	1	reat No Trans NR no V/Drgs								
Garland TX			,				,	_						,				
Fort Worth Plano	-		•						-					•				-
Austin																		
Duncanville	\$	75.00	-														-	
McKinney	. \$	35.00	\$ 100.00	\$	100.00	\$ 150.00	\$	75.00	S	100.00	:							
Mesquite								:										-
Coppell																		
Arlington - AMR Transports					. :													
Irving				.\$ .	100.00	\$ 150.00	\$	100.00	. \$	150.00							-	



#### Toll-Free Number

Our Customer Service Representatives are available 8:00 a.m. to 5:00 p.m. Pacific Standard Time. Our national toll-free number has multiple lines available for patents, clients, insurance companies, attorneys, and third parties to call for information or to discuss account status. Our auto-answering system will shift the City's patients to a Customer Service Representative faster and more accurately than a manual system.

# Bilingual Staff

Wittman Enterprises, LLC employs several Spanish-speaking Customer Service Representatives in management and non-management positions. We also have employees fluent in Hmong, Chinese, and Vietnamese. This provides patients with the highest quality of service. On rare occasions, if a patient speaks a language we are not staffed to service, we utilize *Language Line Services* to cover communications which cannot be accommodated internally.

# Transition Planning

Delivery schedules vary from agency to agency, depending on what is needed. Our billing system is easily customized and we are able to complete set procedures within 48 hours of award of contract. Wittman Enterprises, LLC also has experience in working out old work from several billing systems. We are capable of taking on this task immediately upon award and execution of a contract. Billing of private insurance and private pay claims can start immediately. Wittman shall 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 the billing switch is completed in a few easy steps:

# Carson City Customized Billing Program

- Set up City specifics such as charges within our billing system
- Gather applications for all Insurance payers that require them
- Assemble policies that the City wishes Wittman to follow; add to all department manuals
- Brief Department managers and Customer Service Representatives on City of Carson City policies and procedures
- Customize and schedule City of Carson City reporting program
- Completing all required Carson City transfer documents with Medicare, Medicaid, and other insurance providers

#### Training

Provide City personnel comprehensive EMS billing compliance and documentation training



Wittman Enterprises, LLC

# Data Interface

On award of contract our IT department will work the City's IT department to establish the interface of our two systems. Extensive mapping of information is done with any ePCR system to ensure that it correctly corresponds to our billing system. There are no requirements or added costs for an electronic interface with Wittman Enterprises, LLC.

Our Director of IT and Director of Operations are well versed in the workings of the ZOLL software and communicate often with ZOLL personnel to insure that any updates or changes are completed smoothly.

Wittman aims to maintain a minimum of interruptions to the City's ability to conduct their business. The billing liaison person provided by the City will be a welcome resource for any questions that may come up during the billing process. Other requirements of Carson City would include providing the initial subscription list for the membership program, completing the 3-page account set-up worksheet, providing signatures for Medicare and Medicaid in order to become linked to bill electronically, and assistance in gathering information and signatures with Medicare revalidations and similar government-required procedures.

# **Business Continuity Plan**

Our Business Continuity Plan is designed to allow Wittman to continue conducting our clients' business until recovery from an unforeseen disaster or emergency is accomplished. It identifies how we would stay in touch with our clients and with each other, continuing to do our work. The plan 1) documents key personnel and backups, 2) identifies those who can telecommute, 3) documents critical equipment and appropriate off-site backups, 4) identifies critical documents, and 5) identifies contingency equipment options and locations.

Utilizing Veritas Backup Exec software, our electronic computing and storage capabilities are backed up redundantly by a Dell Power Vault 124T with 24 terabytes of storage capacity. Wittman's network consists of a redundant Raid Ten Array Network Attached Storage, running on two Dell 6850 Quad processing quad core servers on Windows 2003 Advanced Server in active/passive cluster mode.

Wittman uses Rescue Net Billing by ZOLL Data Systems. In the event of a catastrophic event, the software is readily available for us to replace. As an added precaution, all backup and system programs are kept offsite. To minimize any potential down time Wittman contracts with Dell Computers for a maximum 4-hour service response time on all of our billing servers.





In the event of an interruption in Carson City's (or Wittman's) ability to transmit or receive ePCRs electronically we have the ability to receive information through our secured FTP site. Our IpSwitch Secure FTP server is the industry-leader in FTP security. Highlights of this system include:

- · Security: Encrypted transfer over SSH/SFTP, SSL/FTPS, and HTTP/HTTPS protocols
- Powerful management administrative control and enforcement
- Automation: Server events can generate alerts and launch workflows
- · Compliance: Exceeds stringent security and privacy requirements for secure file transfer
- Ad hoc and schedule interaction: Supports impromptu as well as predefined transfers by people, systems, and processes

We currently have two Sacramento locations so in the event of a disaster situation we will continue to conduct business from either location should the need arise. An \$800,000 line of credit is available to us for the purchase of necessary equipment, software, and supplies. In essence, our electronic capabilities, our backup work locations, and comprehensive communication system, along with a significant ability to telecommute when necessary, provide the backbone to our Business Continuity Plan. Regular reviews of the plan and other emergency plans are conducted to ensure current and workable solutions.



# Reporting

Wittman Enterprises, LLC will provide financial, statistical, and fiscal reports to the City pursuant to the City's guidelines. The City is requesting a detailed production schedule for processing reports, transaction cutoff periods, and notice mailing schedules to be provided to the City prior forthcoming months. We will set up with the City to create month end closing dates or cut offs. All other processes and functions at Wittman Enterprises, LLC are ongoing. The reports are detailed and easy to read. Month end reports will be mailed or emailed directly to the City's designated representative each month. On-Demand reports are our specialty and can be provided at a moment's notice at no additional charge. The following is a sampling of the reports we can provide Carson City at a moment's notice. These reports provide detailed accounting for Medicare, Medicaid, and Bad Debt write offs of any type and track revenue by period.

# A/R Aging

This report can be run in detail or summary by trip date (date of service), patient, or payer. The report 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

Detail or Summary can be run by date of service, payer or patient or combination thereof. Ticket Surveys are used to provide information such as number of account inputted into the system in a given month and payer mix. This information can be used to verify that all tickets sent have been received and for projection of revenue.

# Year-to-Date Revenue

This report provides a snapshot of the last twelve months at any given time. This report offers totals in all categories; Medicare and Medicaid write-downs, monthly amount of delinquent accounts and refund amounts to name a few. It is also 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

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 tracks a number of data elements whether input or electronically downloaded. From the large data field our ad hoc reports are available and on-line for the City's review and can contain monthend and real time information as required by you.



# Wittman Enterprises, LLC

Sample Reports

AGING BY CURRENT PAYOR (AGING DATE)

AGING AS OF 10/9/2011 AND TRIP DATE IS BETWEEN 07/01/2011 AND 07/31/2011

rie Ogbalunelik	Current	21-50	25.25	91-120	121-160	161-190	190*	Balance
AARP/740818	376.19	00:00	0.00	000	0.00	9 00	0,00	87.078
Aetne/14079	692,84	000	00'0	0.00	0.00	00'0	000	892.84
BC of CA/80007	1,614,39	00'0	00'0	00 0	0,00	00'0	00,0	1,614,39
Bill Patient	5,780.14	15,838.20	22,720.91	0.00	0.00	00.0	00.0	44.337.25
BS of CA/272640	182,33	0.00	952,44	0.00	00'0	00'0	00'0	1,134,77
California Pair Services Authority Work	1,415.54	0.00	0.00	00'0	00'0	0.00	00'0	1,415.54
CCS of Sonome County/625 Fifth St	171.46	000	00.0	0.00	0.00	0.00	00.0	171,45
CMSP Stue Cross Sonorm County	1,347,54	000	0.00	0.00	0.00	0,00	00'0	1,347.54
Delta Health Systems/702500	00'0	1,381,78	0,0	0.00	0.00	0.00	000	1,361,76
Hexford tre/14287	00 0	1 292 59	0.00	0 0	00 0	0.00	000	1,292 50
Hospice of Petaluma/416 Payran ST	1,212.82	0,00	00 0	0,00	0.00	0.00	0.00	1,212,82
Kalser Claims EM/863915	5,919,74	0.00	000	00'0	00.0	0.00	00'0	5,919.74
MCAL HMO Partneratip Health Plan/1389	158.31	0.00	1,218 79	00'0	00.00	0,00	00'0	1,377.10
MCARE HMO Astha/14079	80	00'0	708,39	0.00	0.00	00'0	00'0	708.39
MCARE HMO Aetha/881107	902.17	0.0	0.00	00'0	0.00	000	0.00	902.17
MCARE HMO Kalser EMI/863816	00'0	1,013.90	3,437,48	8	00'0	000	00'0	4,451,38
MCARE HMO Secure Horizons Direct	404.18	0.00	0.00	0.00	0,00	0.00	00'0	404.18
OHCA1363 MCARE HMO Secure Horizons/30968	441.78	0.0	0.00	0.0	0,00	0.00	00'0	441.78
Medical California	135.95	00'0	0.00	00'0	0.00	0.00	0.00	135.95
Medicare Northern CA	4,11135	000	814.80	0.00	0.00	00'0	0.00	4.925.95
Medicare Relirond	453.32	00'0	00.0	00.00	00'0	000	00'0	453.32
Motion Picture Hith and Welfare/1939	74 30	000	0.00	0,00	00'0	0.00	00'0	74,50
State Comp Inc Fund clm # ending	1,25162	00'0	00.0	0,00	00'0	00'0	00'0	1,251,62
State Ferm Auto Ine/52289	80,00	00'0	00.0	00'0	0.00	00'0	0.00	50.00
TriOgrap for Life ins/7880	74,42	00'0	00'0	0,00	000	0,00	0:00	74.42
THCare WPS/77028	00 Q	00'0	1,467,44	0,0	0.00	00'0	00'0	1,407.44
United Health Care/30857	77.88	000	0,00	8.0	0.00	0.00	0.00	98.77
	27,059.21	19,504.45	31,320,05	00'0	0.00	0,0	0.00	77,883.77



Wittman Enterprises, LLC

ACTIVITY SUMMARY

TRIP DATE IS BETWEEN 07/01/2011 AND 07/31/2011

PWS	for The	Gress Charges	Centr Allow	Net Charges	Rey Adl	Pavment.	Write-Office	Refunde	Balance	Average
FIRE DEPARTMENT				Carlos de La Septembra de la Companya de la Company			el de 186 Mese esderablead	A STATE OF THE STATE OF		
	-		582.96	708,30	8.0	00'0	00:00		708.38	706.38
MCARE HMO Aetna/881107	-	602,17	0.00	902,17	0.00	0.00	0.00	000	902.17	902 17
MCARE HMO Health Net ins/14703	٠	777.33	403.14	374.18	00'0	94,19	00.0	0.00	280.00	374.19
MCARE HMO Humana Ing/14801	-	1,292,38	838.78	456.50	00'0	435,30	00,00	00'0	0.00	466.50
MCARE HMO Kalser EMI/053915	42	52,132.33	31,403,16	20,729.17	0.00	15,877,78	0.00	000	4,851,38	403,36
MCARE HMO Secure Harzons Direct UHC/31353	**	914.64	510.46	404,18	00.0	00'0	00'0	0.00	404,18	404.18
MCARE HMO Secure Horizons/30988	۳	1,082.27	040.49	441.78	0.00	0.00	0.00	00'0	441,78	87 14
Medicare Northern CA	70	82,158.50	50,184.57	34,971,93	00'0	25,858.05	0,00	0.00	6,113,28	420,68
Medicare Raliroed	-	1,045,37	592.05	453.32	00'0	0.00	0.00	0.00	453,32	453,32
		という。			See and the second	では、大学のできる。	<b>新原原原系统</b>	出来が発展を表する。		CHE
CCS of Sonome County/825 Fifth St	-		965.33	171,45	8	0.00	8.0	00'0	171.46	171,45
CMSP Blue Cross Sonome County	ø	e,109,46	5,471,12	727.37	0.00	727.37	00'0	0.00	00'0	145.47
CMSP Blue Cross/d0007	ea	3,801.64	3,463.94	427.70	0,00	427.70	00.0	0.00	00'0	142.57
MCAL HMO Blue Cross/60007	-	1,103.63	973.78	129,87	00'0	129.87	0.00	0.00	0.00	129.87
MCAL HMO Permership Health Plan Solano/1368	-	1,242.53	1,112.23	130.30	0.00	130.30	0.00	0.00	00'0	130.30
MCAL HMO Pertnership Health Pien Sonome/1368	4	5,011.91	4,449.65	\$42.28	00'0	542.26	00.00	0.00	0.00	135.57
MCAL HMO Partnership Health Plan/1369	4	4,431.98	2,771,72	1,680.28	00'0	283.18	00 0	0.00	1,377,10	416,07
Medical Californie	-	825.54	689.59	135,95	00'0	0,00	00 0	0.00	135.05	135,95
MA Auto ins/920		1,426,11	0.00	1,428,11	or o	1.428.11	00.0	0.00	0.00 1.425.11	1,426,11
Aetne/14079	٣	882.84	00.0	802,84	8.0	00.0	0,00	0.00	892.84	892.64
Alistate Auto Ins/440519	-	1,564.50	00'0	1,564 50	0.00	1.584.50	0.00	0.00	8.0	1,584.50
BC of CA/80007	o	9,729.74	000	9,720.74	0.00	8,407.38	0.00	0.00	1,522,36	1,091.08
BS of CA/272540	7	7,520.70	000	7,520.70	00'0	6,323,97	00'0	0.00	2,186.73	1,074.38
California Fair Services Authority Work	-	1,415.54	0.00	1,416.54	0 0	000	000	0.00	1,415.54	1,415,54
Colto Health Systems/02500	-	1,361.76	00'0	1,361,76	0.00	0.00	0.00	0.00	1,361,75	1,381,75
Harford Ins/14287	-	1 292,59	0.00	1,292.59	0.00	00'0	8.a	0.00	1,282.59	1,282,58
Health Net ins/14702	-	96,389	000	985.38	0.00	802:38	000	0.00	90.08	965,23
Hospics of Petalume/416 Payran ST	-	1,212.62	0.00	1,212.82	000	00'0	D,00	00'0	1,21262	1,212.52
Kalser Cloims @M /853915	32	40,823 96	150.00	40,883.95	80	33,339.21	00,0	00.0	7,345,78	1,271.37
									Recount	RescueNet <sup>m</sup> Reporting
										Page 1



Pzge 2

**ACTIVITY SUMMARY** 

TRIP DATE IS BETWEEN 07/01/2011 AND 07/31/2011

Pever	# of Trips	Gross Charges	Cont Allew	Net Cherges	Rev Asl	Payments	Write-Offs	Refunde	Belance	Average
FIRE DEPARTMENT							S. (6)(6)			
Liberty Mutual Auto Ins/1052	1	921.93	540,88	381.05	0.00	161.05	0.00	0.00	200.00	381,05
Mercury Auto Insurance/387195	۲-	1,438.79	00'0	1,438.78	00'0	0.00	00:00	0.00	1,439.78	1,438.78
Pacificare Insurance HMO/30968	-	1,124,10	689.18	434.92	8,00	234.92	00'0	00'0	200.00	434.92
Seabilght Work Comp Ins/87840	-	738,28	330,98	457.28	0.00	457.28	00'0	0.00	00.00	457.28
State Comp ins Fund olm # anding 50-99/3171	-	1,364.82	00'0	1,384.82	00'0	133,20	00 0	0,00	1,251 62	1,384,82
State Farm Auto Ins/52291	•	852 65	00'0	852,65	00.0	352,85	0,00	00'0	0.00	852.65
Tricare for Life Ins/7850	-	1,778.56	00'0	1,778.56	00'0	0.00	00 0	0.00	1,778.56	1,778,56
ThCere WPS/77028	8	2,554,57	559.35	1,905 22	00.0	527.78	0.00	00.0	1,467.44	19,798
United Health Care/30557	-	1,159,92	0.00	1,159.92	00:00	1,043,83	00.0	000	115.99	1,159.92
Unitrin Direct Auto Ing/4078	-	1,221 09	00'0	1,221.08	0.00	1,000.00	0,00	0.00	221.08	1,221,09
						100 SERVICE AND ADDRESS OF THE PARTY OF THE		STATE OF STA	S CHEST OF	
San Patient	32	39,446.65	00'0	39,448,65	00'0	1,185.81	0,00	00'0	38,261,04	1,232,71
					6 (000)					10/02/20

# CHARGE TYPE DISTRIBUTION REPORT TRIP DATE 07/01/2011 to 07/31/2011

7	\$107.94	
83	\$6,400.96	
7	\$201.53	
1	\$18.71	
89	\$8,954.29	
1,058	\$19,711.80	
56	\$40,032.16	
_		
106	\$97,777.58	
Count	<u>Dollars</u>	
1,140	3100,001.00	
1 120	\$ 103 931 66	
7	\$7.21	
5	\$63.75	
	• • • • • • • • • • • • • • • • • • • •	
_		
I	\$23.85	
5	\$119.25	
1	\$25.48	
1	\$4.50	
1	\$4.50	
3	\$7.47	
13	\$120.25	
3	\$23.13	
	13  3 1 1 1 1 5 1 6 1 6 5 7  1,120  Count  106 2 56  1,058  89	3 \$7.47 1 \$4.50 1 \$4.50 1 \$25.48 5 \$119.25 1 \$23.85 6 \$66.00 1 \$12.34 6 \$37.62 5 \$63.75  7 \$7.21  1,120 \$103,931.66  Count Dollars  106 \$97,777.58 2 \$830.30 56 \$40,032.16  1,058 \$19,711.80  89 \$8,954.29



# CHARGE TYPE DISTRIBUTION REPORT TRIP DATE 07/01/2011 to 07/31/2011

Misc. Supplies Blood Glucose Check	76	\$1,250.20
BLS Bandaging	9	\$69.39
C-Collar	12	\$333.12
Cold/Heat Packs	7	\$14.42
Headbed	12	\$212.88
Responder Protection	171	\$2,636.82
Soft Restraints	3	\$30.84
Spider Straps	12	\$987.12
Splinting P	4	\$329.04
Suction can/cath/tubing supply	1	\$17.74
Tape	11	\$19.80
1 she	11	<b>\$17.00</b>
EKG Monitoring Supplies	22	e402 11
12-Lead EKG Pads	32	\$493.44
Defib Pads	1	\$67.77
EKG Electrodes	129	\$795.93
Medication		
Albulerol 2.5mg pillows	8	\$19.92
Atropine 1.0mg preload	1	\$9.99
Atrovent .5mg	2	\$9.00
Dextrose 50% 25gm preload	3	\$76.44
Morphine 10mg/1 ml	8	\$190.80
Morphine 10mg/10ml	2	\$47.70
Narcan .4mg vial	2	\$57.92
NTG Spray multi dose	11	\$121.00
Oral Glucose	3	\$41.64
Versed	1	\$12.34
Zofran 4mg Oral Tablets	6	\$37.62
Zofran 4mg Vial	8	\$102.00
Airway Supplies		
вум	1	\$46.27
Nasal Cannula	74	\$227.92
Nebulizer A8T	4	\$30.84
Non Rebreather Mask	11	\$101.75
Medication Supplies		
ASA multi dose	7	\$7.21

\_Voilling\charges\char



# CHARGE TYPE DISTRIBUTION REPORT

# TRIP DATE 07/01/2011 to 07/31/2011

Total for Resident	2,041	\$ 182,434.14
Grand Total for FIRE DEPARTMENT		
	3,161	\$ 286,365.80

\_\billing\charges\chargtpscrpt

10/9/2011

4

Cash Receipts Summary by Deposit Date/Unapplied Cash Report

								ı
Revenue Adiustmentz	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Refunds	\$0.00	\$-443.16	80.00	\$0.00	\$0,00	\$-410.96	\$0.00	\$-854.12
Write-Offs	80,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$-1,340.72	\$0.00	\$0.00	\$0.00	\$0,00	20.00	\$2.00	\$-1,338.72
Payments	80.00	80.00	\$7.40	\$-838.84	\$410,96	\$0.00	\$0.00	\$-420.48
Derosit Date	12/31/09	03/25/10	05/21/10	07/03/10	01/20/10	08/11/10	08/13/10	Totals:

Printed On: 8/24/2010 at 2:21:29PM Page 1

Rescuelverth WARSWESCUENET/REPORTS32/GUSTOM/CREDIT TYPE DETAIL BY PRIMARY PAYOR11.RPT WASKSMEMSRESCUENET/REPORTS32/GUSTOM/CREDIT TYPE DETAIL BY PRIMARY PAYOR11.RPT



Year to Date Revenue Report Fiscal Year 2011

	( <sub>2</sub> )	太	<b>\$</b>	22	8	22	93	47	45	73	71	2	65				Π		Г	
NEW A.R	BALANCE	(1,116.34) \$1,023,767.84	(991.73) \$ 906,494.49	\$ 911,458.52	(970.90) \$ 971,524.48	954,554.67	(959.21) \$ 961,299.03	(5,315.01) \$1,013,736.47	0.04 31,084,903.46	(78.42) \$1,104,778.73	(485.29) \$1,110,171,71	(1,930.72) \$1,089,811.72	(1,099.81) \$1,111,235.65							
(EW	Ť	23	906	911	971,		961	.013	8	1	.110	680	111,							
-		81	8	_	83	s	ы	\$1	31	\$1	\$1	\$1	1 \$1						L	
	ADJUSTMENTS	6.34	£.	217.29	8	(2,888.45) \$	9.21)	5.01)	9.0	8.42)	5.29)	0.72)	9.81			(15,618.55)		-0.29%		
	Z	1,11	8	2	8	288	(95	5,31		۵	€	1,93	0.1			5,61		٩		
	ΕŠ	Ĭ			ı	ľ		)				ľ	Ĭ			ΰ				
	Ą	Ş	\$	s	s	\$	S	\$	S	s	s	S	69			69			L	
BT E		,	101		_		240	7.23	35,818,11	883	48,255.82 \$	14,163.18	,			\$ 329,362.99		6.04%		
AD DEB WRITE	OFFS	Ш	50,380.01		41,787.41		41,71240	44,137.23	5,818	53,108.83	ű	4,16	П			9,362		نو		
BAD DEED WRITE	0			رم دم		64		\$	8.3	S			₩			\$ 32				
	S	u u	250,776.08 S	7	119,232.66 \$	55	s 66'060'991	_	93		198,880.06	248,623.50 \$		Н	Н		Н	%	H	
		171,173.81	776.0	180,459.17	232	223,296.65	97.5	166,750,13	10.913.69	165,472.60	880.0	623	183,645.82			2,185,322.16		40,09%		
	2	171	250,	180	119	223,	166,	166	110.	165,	198	248,	133			185,			l	
	NET RECEPTS								١.,				,		ŀ					
	_	₩.	2 \$	8	3.8	5	5	\$ (21:661)	2,546.26 \$	3 8	8	2 \$	\$ 6	H	-	8	Н	- %	H	
	Š	•	3,561.42	ŀ	3,071.93	1,553.55	959.75	99.1	\$62	5,719.93	ľ	805.12	2,179,49			20,198.33		0.37%		
	EFC		8,		اير م	-	ľ	C	4	'n		ľ	7							
	¥	65	69	ø	ø	S	ø	\$	\$	s	69	89	B		L	€			_	
	REFUND ADJ REFUNDS	9.	31,00	52.39	87.35	3,43	193.00	37.00	222,12	1,182.30	9.00	2,513.75	9			9,645.40		0.18%		
COLL	Ę	1,554,05	æ	'n	<b>∞</b>	2,093,43	19	'n	33	1,18	֓֟֟֝֟֟	2,51	1,670.01			9,6		Ö		
០	EFC	П	_ ا	ارا	<b> </b> ,,	ı	,,	,,	_		<u> </u>		П			69				
		\$ 8	254,368.50   S	8 9	122,391,94   \$	3 8	167,250.74 S	1   S	113,682.07   \$	3 8	8 90.688,861	\$ 63	187,495.32	-	H	-	-	8	H	
	RECEIPTS	172,727.86	68.5	180,511.56	91.9	226,943.63	50.7	166,588.01	820	172.374.83	88	251,942.37	195.3			65.8		40,64%		
	S	727	54.3	5'081	22	26,5	67,2	(99	113,6	1723	8	21.2	7.281			215,1		\	l	
	RE	Ш									_ 	8				\$ 2,215,165.89				
	된	% %	184,874.47	31 8	222,056.93 \$	29	215,513.96 \$	81   \$	217,898.75	12   \$	253,014.15	_	2e 3e	H	۲		Т	- %	-	
	喜	216,731.58	374.4	185,205.91	956.5	209,215.29	513.5	268,639,81	. 868	238,535,12	014	244,357.41	206,169.56			2,662,212,94		48.84%		
	REV	216	184	185.	222	209	215	268,	217,	238	23	4	206			662				
	ET	S	ĘĄ.	es.	ű	S)	'n	s	Ş	w	Š	S	s			\$ 2				
<u> </u>	WRITE DOWNS   NET REVENUE		8,723.63 \$	_	8	_	6,945.87	-		-		-		П		-	Т	1.19%	Т	
OTHER NTRACTUAL	IMC	2,955.97	723.	9,172.24	10,000.89	4,437.84	83	4,034.21	3,475.27	6,419.23	95.80	2,474.99	6,125.3			64,861.25		1.1		
OTHER TRACT	ξŽ	7	œ	o,	ä	4	ø	4	ω,	ن		Ų	(o			2				
٥Ĕ	H																			
8	ß	e2	69	s	6A	€9	₩	\$	49	69	8	\$	69	Ļ	L	€9	_	٠	-	
MEMBERSHIP WRITE	S	5,428.16	4,419,44	5,789.43	6,947.56	7,625.17	11,771.42 \$	7,901.07	\$ 95.679.1	7,721.52	7.347.89	9,550,66	7,924.65			84,106.53		1.54%		
MBERS WRITE	DOWNS	5.4	4,4	5,78	å	7.6	11.7,	7,9	1,6	7,7	7.3	9.5	7.9			8,17				
EM.	ă												إرا							
ξ		2	2 8	3	1	5 8	42,005.99 \$	S 9	32,171.40 \$	8 8	11,720.20   \$	1 8	5   \$	$\vdash$	$\vdash$	8		- %	-	
귏芘	SZ	64,646.17	54,537.02	32,235.03	52,942.51	32,852.95	05.9	41,245.76	71.4	56,521.98	20.2	54,718.81	41, Z79.55			\$ 576,877.37		10.58%		
MCAĽ WRITE	DOWINS	2,	2,	32,2	52,5	32,8	420	41,2	32,1	56.5	71.7	Ą.	41,2			576,8		-		
	н	ø	s	ક્ર	1	ş	ı	\$	69	s	s	¢÷	ક્ર		L	₩			L	
-,	,,	.87	જ	14	196,174.36	8	165,428.26 \$	: 55	72	8	.41	.53			Γ	197		37.85%	آ	
MCARE WRITE	DOWINS	141,514.87	161,019.69	155,322 14	17	153,555.00	,428	164,172,55	196,748,72	185,195.00	191,778.41	174,359.53	177,922.08			3,190		37.8		
MC	ò	14)		ij	ř	15	16	16		185	ı	12				2,06				
		s٩	s	s	٧ĵ	s	S	\$	\$	ø	S	S	69	L		45	L		L	
	囝		413,574,25   S	387,724.75	488,122,25	6.25	441,665,50 \$	485,993.40	451,973.70	2,83	523,956,45 \$	485,461.40	439,421.15			DATE TOTALS   \$ 5.451,248.70   \$ 2.063,190.61				
	REVENUE	431,276.75	3,57	4.7	8.12	407,686.25	1,66	5,99	1.97	494,392,85	3,95	3,46	9,42			1,24				
	REV	43	4	38	₩	4	4	48	45	45	l <sub>2</sub>	4	4			5.45				
	_	ea	s	ç,	ь	69	ø	69	S	s	εs	မှာ	ĸ	L	L	69	L	-	L	
				음	ļ	10	2	_	11							O ALS		G GE		AGE .
			01.	SEPTEMBER 10	OCTOBER 10	NOVEMBER 10	DECEMBER 10	IANUARY 1	EBRUARY 1	11	Ļ					YEAR TO VIE TOTA		YID PERCENTAGE OF REVENUE		YID PERCENTAGE OF NET
		ULY 10	AUGUST 10	Ě	冒	ĕ	Ë	UA	RU.	MARCH 1)	APRIL 11	MAY 11	UNE 11			E E		RCK		YID ERCENTAC OF NET
		벍	ĕ	阆	덛	ģ	闽	¥	固	\$	雪	Ş	5			Ď		12.0	1	꿆



# Management Summary Report Monthly and Fiscal Year to Date

# July 2011

Financial Class Number of Percent of Year to Date	Number of	Percent of	Year to Date	Percent of	Charges	Percent of	Year to Date	Percent of	Payments	Percent of	Percent of Year to Date	Percent of
	Accounts	Total	Total Accts.	Total YTD		Total	Total Charges	Total YTD		Total	Payments	Total YTD
				-								
Medicare	71	29.10%	71	29.10%	\$76,651.26	26.79%	\$76,651.26	26.79%	\$23,686.97	24.41%	\$23,686.97	24.41%
Medicare HMO	7	0.82%	7	0.82%	\$2,583.63	0.90%	\$2,583.63	0.30%	\$640,05	0.66%	\$640.05	0.66%
Medi-Cal	g	3.69%	Ø	3.69%	\$10,975,18	3,84%	\$10,975.18	3.84%	\$1,193.29	1.23%	\$1,193.29	1.23%
Medi-Cal HMO	Φ	3.28%	œ	3,28%	89,639.60	3,37%	\$9,639.60	3.37%	\$2,104.01	2.17%	\$2,104.01	2.17%
Insurance	23		ន		\$25,694.01	838%	\$25,694,01	8,98%	\$26,934,68	27.75%	\$26,934.68	27.75%
Private Pay	99		99	.,	\$78,225.02	27.34%	\$78,225.02	27.34%	\$12,418.38	12.80%	\$12,418.38	12.80%
Kaiser	27	11.07%		11.07%	\$35,242.99	12.32%	\$35,242.99	12,32%	\$16,952.94	17.47%	\$16,952.94	17.47%
Kaiser MCAL	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	80.00	
Kaiser MCARE	88	15.57%	38	15,57%	\$47,304.60	16.53%	\$47,304.60	16.53%	\$13,123.84	13.52%	\$13,123.84	
Other	0	200%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Prior Sales					-\$217.50	~80.0	-\$217.50					
Sub Total	244	100.00%	244	100.00%	\$286,098.79	100.00%	62'860'98Z\$	100.00%	\$97,054.16	100.00%	\$97,054.16	100.00%
Dry Runs	0	0.00%	0	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total	244	400.00%	244	100.00%	\$286,098.79	100.00%	\$286,098.79	100.00%	\$97,054.18	100.00%	\$97,054.16	100.00%



EXHIBIT A
Wittman
Enterprises, LLC

# FINANCIAL PROPOSAL

COST PROPOSAL

We are pleased to provide the City of Carson City all billing service functions and reporting requirements described in this response for a fee of 4.75% of net collected dollars. Wittman Enterprises, LLC is a full service billing agency. From the point of data entry to the last cent collected, we process billing to achieve the maximum legal reimbursement possible. Other agencies may bid at a lower fee; however, we ask the City to consider that our personal attention to your account increases revenue to you. Since we have a proven record of beating our competition by at least 10% on collections, we believe Carson City will net more income with our services.

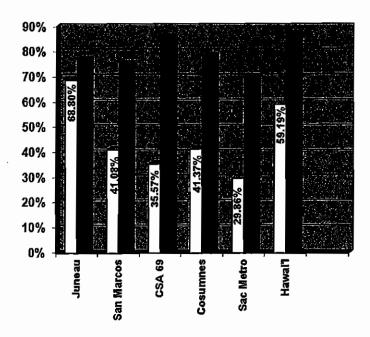
# VENDOR PERFORMANCE

Through streamlined efficiency, our talented staff, automation, and continuous improvement, Wittman has a long track record of higher-than-industry average returns for our clients on billed charges. On average, our clients enjoy a 53% gross collection rate and an 81% net collection rate. We consider the percentage collected from the amount billed to be the ultimate standard by which your ambulance billing company should be evaluated. Our definition of net collections are those dollars eligible for collection after taking into account the Medicare and Medicaid contractual write downs. We get you the maximum legal reimbursement available.

Wittman Enterprises, LLC measures our own performance using the same tools we provide our clients through up-to-the-minute reporting on a variety of metrics. That information is available to the City of Carson City on regular distribution intervals, through special requests and ad hoc needs, and generally through our protected <u>Client Portal</u>. Following are examples of these performance metrics populated with data from current clients.



# **Demonstrated Performance – Collection Rate (CY 2011)**

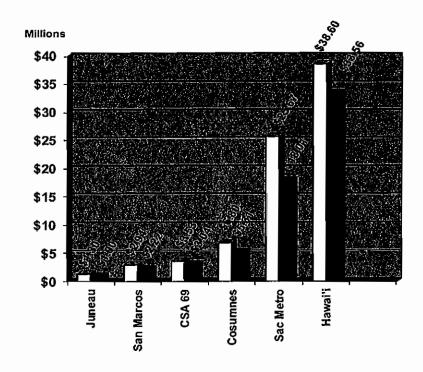


□ Gross Collection Rate

■ Net Collection Rate

We consider net collections as the dollars eligible for collection after adjusting for Medicare and Medicaid write downs.

# Demonstrated Performance - Revenue (CY 2011)



□ Net Receipts
■ Net Charges





### **ELECTRONIC PATIENT CARE**

Because no two systems are alike, Wittman Enterprises, LLC believes there is inherent value in keeping both EMS billing services and electronic patient care reporting (ePCR) services autonomous entities. The City of Carson City Fire Department and its paramedics are in the best position to identify their specific ePCR needs. In partnership with you we are pleased to facilitate a billing and ePCR system that work together seamlessly. We provide extensive mapping of information with any ePCR system to ensure that it correctly corresponds to our billing system. There are no requirements or added costs for an electronic interface with Wittman.

Wittman Enterprises, LLC uses ZOLL Data Systems RescueNet billing software. Our IT team has worked extensively with ZOLL to ensure that all aspects of our process operate efficiently. Currently we interface with several ePCR systems including FieldSaver, EMS, Med Media, Health EMS ePCR, ZOLL, and Firehouse. We are also working with ESO, ImageTrend, and EMS Charts developing electronic interface capabilities. Our robust IT team provides Carson City the capability of interfacing EMS billing with every ePCR system currently in operation. We will work with the City of Carson City's chosen ePCR vendor to help ensure you are satisfied with your choice.



Wittman Enterprises, LLC

# HISTORY OF THE FIRM

# COMPANY GOVERNANCE AND ORGANIZATION

We are a Limited Liability Corporation. Wittman has 118 employees which include 5 board members and 16 managers. Our Board of Directors is:

Chairperson of the Board CEO COO/President Vice President/Chief Information Officer Vice President/Manger Cash Receipts Dona Wittman Corinne Wittman-Wong Walter Imboden David Wittman Kathryn Wolf

Our staff is divided among four separate and distinct departments: Customer Service Representatives with 37 employees, Cash Receipts with 10 employees, Support Services with 7, and Data Entry with 43. All departments are dedicated to the personal attention of our clients and their patients' needs. This personal attention makes the difference between collecting "easy" money and pursuing difficult payment situations for maximum legal reimbursement.

# KEY PERSONNEL

Many personnel are involved in the success of our collection rate. Our commitment to the City of Thornton includes direct access to a Client Liaison for special projects, the MIS department for technical support and reporting issues, and hands-on account management by supervisors and managers to assure balanced monthly activities in addition to the daily work as described in this response.

<u>Kathryn Wolf, Vice President/Manager of Cash Receipts</u>, oversees the staff that prepares initial billing and the staff that posts payments and prepares deposits. Five supervisors report to her daily on the status of these two departments. Kathryn will provide the City with special reports to aid the balancing process for trips, refunds, and deposits. She is also in charge of all month-end reports. For more than 13 years Kathryn has been with Wittman, working in all departments. This provides her the perspective and experience to help the City with any special requests or circumstances.

<u>Donna Bailey, Director of Operations</u>, oversees our Customer Service staff. She joined Wittman in 2007. Donna brings to your accounts over twenty years of ambulance billing experience. Her knowledge of the EMS Industry encompasses everything from non-emergency to CCT to 911 emergency calls. She administers the policy and procedures set by the company for billing, ensuring that our Customer Service Representatives adhere to them. Her first task at Wittman was to increase our electronic billing capabilities. She has increased the number of insurance companies that we bill electronically by 30%. This increase equates to a faster and more efficient reimbursement of claims for our clients.

Donna along with Jennifer Gentry is co-moderator of our Compliance Committee. The committee reviews PCRs and the corresponding billing to ensure that the documentation provided by the City's paramedic staff is in compliance with Medicare and Medicaid requirements for medically necessary transports.



<u>Joe Balkema, Executive Director – IT</u>, prior to joining Wittman, spent 10 years as a programmer and vice president with a software development company dedicated to the EMS industry. Prior to that he worked for a Fortune 100 Company as a Configuration Management Process Owner where he received his ITIL certification. To date he has installed more than 30 billing systems nationwide.

Joe brings 20 years of programming experience using languages as C#, VB, ASP, JavaScript, and BBX along with more than 12 years of SQL knowledge and reporting design. At Wittman he has designed multiple client-focused programs and reporting mechanisms, and streamlined our working environment by designing a document management system to go paperless: scanning over 3,000 documents daily. He improved our computer and network security infrastructure, enhancing intrusion detection and URL filtering. He stays ahead of HIPPA compliance requirements by monitoring secured email networks and FTP solutions.

Jennifer Gentry, Manager of Production - Billing Department, oversees the input of the City's Patient Care Reports into our billing system; from verifying the number of PCRs that have been received to verifying Medicare or Medicaid coverage, to how they are coded for billing. Jennifer has been with Wittman Enterprises, LLC for over twelve years. Her knowledge of our software system aids in her ability to facilitate the integration of ePCR systems into our billing system. Jennifer oversees five supervisors, ensuring that data input is timely and accurate.

Jennifer is co-moderator of our Medicare Compliance Committee. She and the Medicare Compliance committee developed Wittman's Webinar training program that provides clients up-to-date training on changing Medicare documentation and compliance requirements.

Jennifer recently completed training as a Certified Ambulance Coder through the National Academy of Ambulance Coding. The program is highly recommended by Page, Wolfberg, and Wirth, a nationally recognized law firm that specializes in representing ambulance companies nationally.

Stephanie Cooper-Noe, Client/Operational Liaison, and Project Manager, Certified Medical Billing Associate, will be the City of Thornton's Client Liaison. She is the conduit between the Fire Department and Wittman Enterprises, LLC. Stephanie was instrumental in the development of our Compliance and Documentation training Webinar and hosts it along with Jennifer Gentry on a regular basis. The Webinars are available to the City free of charge.

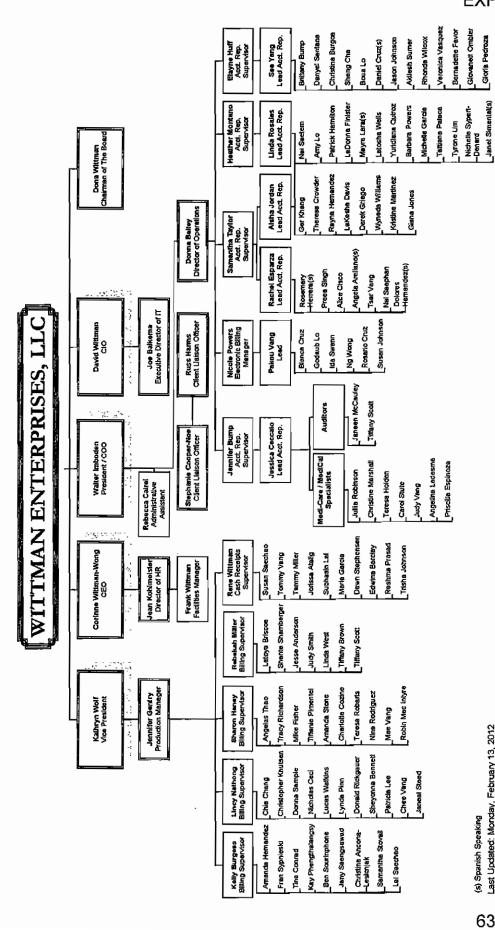
Stephanie's knowledge of the EMS industry has helped in the development of numerous client-specific reports designed to supplement the City's needs when appropriate. Her years of customer service and management experience, along with over fifteen years in ambulance billing, allows Stephanie to work effectively for the City of Thornton and with our own team: fulfilling any of the City's special requests or needs.

Brian Werfel, Esq. Through our affiliation with the American Ambulance Association we consult regularly with and employ the services of Mr. Werfel, a leading industry attorney on Federal Medicare laws that pertain to the EMS industry.



Gloria Pedroza

# ORGANIZATION CHART



Last Updated: Monday, February 13, 2012 (s) Spanish Speaking



# REFERENCES

North Tahoe Fire Protection District	Full Service Accounts Receivable
PO Box 5879	Billing and Follow-up Service
Tahoe City, CA 96145	Full Statistical Tracking and Reporting
Todd Conradson, Battalion Chief	
conradson@ntfire.net	
(530) 583-6913	
Cosumnes Community Services District	Full Service Accounts Receivable
8812 Elk Grove Blvd	Billing and Follow-up Service
Elk Grove, CA 95624	Full Statistical Tracking and Reporting
Peter Sakaris, Battalion Chief	
petersakaris@csdfire.com	
(916) 714-5109	
Burney Fire Protection District	Full Service Accounts Receivable
37072 Main Street	Billing and Follow-up Service
Burney CA, 96013	Full Statistical Tracking and Reporting
Ray Barber, Fire Chief	
chief_barber@burneyfireems.org	
(530) 335-2212	
City of Huntington Beach Fire Department	Full Service Accounts Receivable
2000 Main Street	Billing and Follow-up Service
Huntington Beach, CA 92848	Full Statistical Tracking and Reporting
Jane Cameron, Fire Medical Coordinator	
<u>jcameron@surfcity-hb.org</u>	
(714) 375-5097	· ·
City Of San Marcos	Full Service Accounts Receivable
1 Civic Center Drive	Billing and Follow-up Service
San Marcos, CA 92069	Full Statistical Tracking and Reporting
Beth Herzog, EMS Administrator	
Bherzog@San-Marcos.Net	
(760) 744-1050 Ext 3406	





# TOGETHER WE ACHIEVE THE EXTRAORDINARY

# **Our Reputation**

Wittman Enterprises, LLC is dedicated to providing excellence in EMS billing and consulting. By focusing our quality service on Accessibility, Accountability, Compliance Management, Comprehensive Revenue Recovery, and Reliability, we are different from our competitors. We started with expert and personal attention more than 20 years ago and this will never change. Wittman concentrates on all performance areas – not just one or two when it is convenient to do so.

### **Dedicated**

Wittman works closely with our clients compiling, completing, and submitting all *Medicare Revalidation* requirements associated with *Section 6028 of the Patient Protection and Affordable Care Act, Section 6401*. Most EMS agencies are currently, or in the near future will be, required to complete a comprehensive revalidation form with significant backup documentation required as part of the overall package. As part of our dedication to the needs of our clients we provide this service so that our clients can focus on the important public safety matters they are tasked with maintaining.

"We thank you and the employees of Wittman for the outstanding customer service you have provided over the years. We appreciate how you have kept us informed on the issues, as the reimbursement process is dynamic and ever evolving. We look forward to our continued partnership as we move into the electronic era of patient care reports (ePCR)."

Chief Ray Krakowski Burbank Fire Department

Additionally, we dedicate ourselves to keeping ourselves and our clients current with changes in laws and procedures that directly affect our operations.

### Accurate

Wittman employees are subject to an initial 4 to 8 week training period in which they gain knowledge of our systems, how to gather insurance information, and how to navigate our billing software. All customer service representatives participate in continuous customer service training and evaluations. Staff is continuously trained through monthly staff seminars covering everything from Medicare training to other customer service issues.

"I believe the single biggest issue impacting our increased Revenue is submitting claims faster and complete. Looking at Medicare Payments with only 2-3 pages of denials compared to in the past we had 3 pages of payments and 6-10 of denials

Gosh, I'm sure glad you are on our Team!!!!

Donna Maiava Program manager EMSS Department of Health, State of Hawai'i

Accuracy and professionalism are hallmarks of our brand of customer support and are maintained through continuous monitoring of phone transactions for quality assurance, as well as by full-time auditors who ensure the accuracy of coding, pre-billing, and adherence to client, company, and government standards and requirements.



# **EXHIBIT A**

Wittman Enterprises, LLC

### Positive

One of Wittman's highest priorities is personal client attention. Every step of the billing process we work with our clients collaboratively to continually improve all aspects of the patient care documentation process. Through our diverse client base we develop customized billing and reporting programs that best suit the specialized needs of our clients. We regularly visit our clients for in-service training and for discussions on the means by which we may be constantly instrumental in enhancing their revenues.

"Wittman Enterprises is by far the easiest company I deal with out of my office. You have set a pretty high bar for everyone else! I truly appreciate working with a company that can operate so professionally and still maintain that friendly family owned type feel."

Chief Dan Maestro Coronado Fire Department

### Personal

Our client base has been developed to include large and small providers. Through this diverse client base, we have developed customized billing and reporting programs that suit the specialized needs of each of our clients. Our day-to-day relationships with our clients and their patients, and today's business tools of telephone, fax, Internet, overnight mail, and courier service, have made doing business long distance a short distance. We take great pride in the fact that none of our clients feel as though they are just one of many.

"I have very much enjoyed and appreciate the outstanding service provided by the employees of your firm. Besides the excellent service, the human quality sets Wittman Enterprises high above the standard. Everyone, from the owners down are friendly and extremely easy to work with."

Robert B. Sinnott Fire Chief/DCM City of Larkspur

### Leaders

CEO Corinne Wittman-Wong is an active member of the California Ambulance Association Payer Issues Committee. We believe strongly that the best interests of our clients are served by continued diligence ensuring that any Medicare or Medicaid audit does not catch them unprotected.

Actively staying current on industry issues and changes, Wittman is pro-active with our clients in continually updating them with changes, opportunities, and news that affects their programs. Wittman will keep the City of Carson City updated with new developments to the Medicare Fee Schedule and any other issues via email or phone conversations.

"In my experience with Wittman Enterprises, LLC, I find them to be leaders in developing specialized collection methods to meet the unique EMS billing environment"

> Jim Page, CEO Systems/JEMS Emergency Care Information



# **EXHIBIT A**

Wittman Enterprises, LLC

Corinne regularly presents educational workshops at the California Ambulance Association and American Ambulance Associations conferences. We consult with EMS offices as far east as New York and as far north as Alaska. We have also occupied a seat on the board of directors for the California Medical Billing Association. This association exists to validate and certify the third party biller as the best professional to perform billing functions in the medical field. Alliance with this organization has provided Wittman with countless resources to become the most effective in our field, and has allowed us to be in the forefront of health care reform issues.

Wittman Enterprises, LLC is recognized throughout the industry for our professional relations with providers and third party payers, as well as for sensitive and collection-oriented communications with patients and their representatives. Since our only business is medical transportation billing, our staff is highly dedicated and trained in this field.

# Quality

We view quality assurance as our opportunity to verify that our services regularly meet our client expectations. Our program follows the *Shewhart Cycle's* four steps: Plan, Do, Check, and Act to ensure that our professional excellence is inherent in every part of our billing process for our clients. Wittman's quality assurance team continually audits our billing process through the life of the PCR: from billing, cash receipts, claims compliance, customer service, paper and electronic billing, and incoming and outgoing calls.

"Since we are so pleased with the service that we receive from you, especially critical during these tough economic times, your success comes as no surprise to us. Thanks to your outstanding customer service and attention to the smallest detail, you have helped us provide the funding to support a first-class emergency medical service to our community."

Jane Cameron FireMed Coordinator Huntington Beach Fire Department



# **CARSON CITY RFP QUESTION RESPONSES**

# (14.13.2.8.1) How is returned mail handled?

If we receive payments on behalf of the City, all returned mail comes directly to our headquarters. Our private follow-up team researches to find viable mail addresses.

# (14.13.2.8.1) Who will do research on returned mail?

Wittman Enterprises, LLC does all research on returned mail.

# (14.13.2.8.2) How are collections handled?

Wittman Enterprises, LLC will effect collections through written and oral communications with debtors, skip tracing for new addresses, and correspondence with receiving hospitals. In partnership with the City of Carson City we will identify bad debts and follow the City's policies regarding their treatment. We are expert in EMS Medical billing and work diligently to ensure that when an account is sent to a collection agency all options have been exhausted. The account is referred for collections when the only recourse is to have it reported as bad debt. Although we cannot in good faith recommend one agency over another, Wittman can provide a list of agencies with which our clients often contract.

We effect collections through written and oral communications with debtors, skip tracing for new addresses, and correspondence with receiving hospitals. We will work with the City of Carson City to identify bad debts and follow the City's policies regarding their treatment. However, because of our meticulous upfront efforts and personal attention to detail, we routinely send less than 12% of accounts to our clients' contracted collection agencies. We are an expert in EMS medical billing and work diligently to ensure that when an account is sent to a collection agency all options have been exhausted. The account is referred for collections following City policy and when the only recourse is to have it reported as bad debt.

# (14.13.2.8.2.1) How many months are repeat bills sent?

Wittman will customize the private bill schedule to reflect Carson City's needs. These schedules work in conjunction with our billing program that tracks accounts receivable and assigns them to a Customer Service Representative for making follow up calls. We provide our Representatives letters appropriate to each collection situation. As part of follow-up, these letters are scheduled to address specific circumstances.

(14.13.2.8.3) How are Insurance and Medicare/Medicaid billings and payments maximized?



We do not rely on algorithms or programs to review your PCRs. Each PCR is reviewed and coded by individuals to the highest level of service documented to ensure the City receives their maximum legal reimbursement available.

# (14.13.2.8.4) How would the City have access to customer information i.e., if a customer calls the Mayor or City manager for information on account?

Wittman Enterprises, LLC offers Internet access to our system via our <u>Client Portal</u>. No additional software is required for the City of Carson City to access the information through our secured website. It is accessed through a secured login that is password protected. Access to the <u>Client Portal</u> is granted only to pre-authorized City personnel with permission to view such information and is strictly limited to the City of Carson City's information. All patients may be referenced by name, date of service, incident, and run number. City staff can print invoices for patients and run reports for their own use. Any of the City's specialized reports may be made available through this site.

Our billing software system is Microsoft Windows-based which enables data export by the City for easy manipulation. 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.

# (14.13.2.8.5) How is a request for a new report handled?

On-demand reports are our specialty and are provided at no additional charge. Our billing software collects and tracks a number of data elements whether input or electronically downloaded. From the large data field our ad hoc reports are available and on-line for the City's review and can contain monthend and real time information as required by you.

# (14.13.2.8.5.1) Additional Charge?

Wittman never charges for Ad Hoc Report Requests

# (14.13.2.8.6) How is the request for a change in rates handled?

Notification can be sent to us via email or regular mail indicating what rates are to be changed or updated. Rates are then changed in our billing system to become effective per your provided schedule.

(14.13.2.8.6.1) Additional Charge?



There is no additional charge for a change in rates.

# (14.13.2.8.7) For what services, if any, would additional charges be assessed?

Our cost proposals generally reflect all fees required to meet your needs. Services such as sending HIPAA notices and managing subscription programs may require additional charges.

# (14.13.2.8.8) Would the Bidder convert customer history to its system?

There can be advantages to converting customer history to our billing system. However there can be feasibility limitations depending on the previous vendor's electronic capabilities.

# (14.13.2.8.9) What additional options in services and/or equipment are available?

Because no two systems are alike, Wittman Enterprises, LLC believes there is inherent value in keeping both EMS billing services and electronic patient care reporting (ePCR) services autonomous entities. The City of Carson City and its paramedics are in the best position to identify their specific ePCR needs. In partnership with you we are pleased to facilitate a billing and ePCR system that work together seamlessly. We provide extensive mapping of information with any ePCR system to ensure that it correctly corresponds to our billing system. There are no requirements or added costs for an electronic interface with Wittman Enterprises, LLC.

# (14.13.2.8.10) How are the revenues booked to the City's general ledger as receivable?

Detailed reporting on all revenue booked into our system within a given period is provided in detailed monthly reports designed to meet the City's revenue reporting needs.

# (14.13.2.8.10.1) How are the payments booked to the City's general ledger and the receivable reduced?

Detailed reporting on all revenue booked into our system within a given period is provided in detailed monthly reports designed to meet the City's revenue reporting needs.

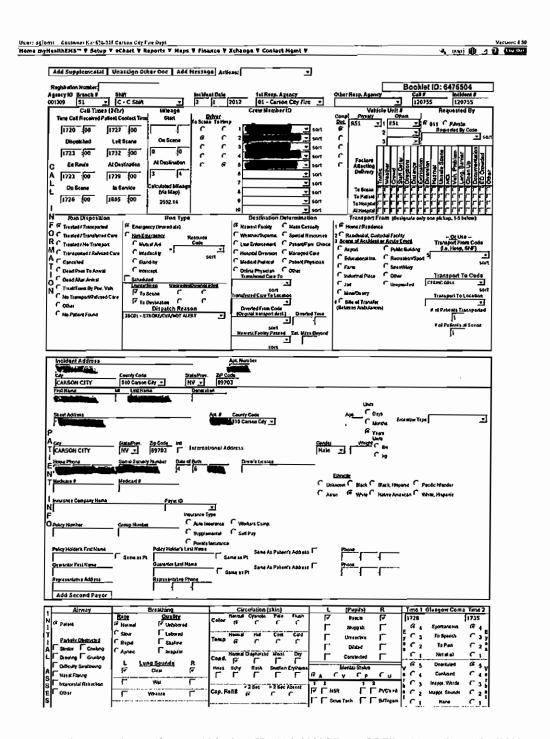
# (14.13.2.8.10.2) How are the customer accounts credited for payment?

Payments received are posted to the proper account within one day of noting the source of that payment. All charges applied to a patient's account are retained as a permanent record of their medical history. Full payments posted that result in a zero balance require no further action. When partial payment is made, it will be posted and the balance transferred to the appropriate pay source. For example, a Medicare payment will be posted with the appropriate write downs; and the patient's remaining 20% responsibility will be transferred for billing to the secondary insurance or to private billing directly to the patient. Follow-up is completed by the Customer



HealthEMS: ePCR

# Page 1 of 3 ATTACHMENT A



https://healthems.com/secure/formRev10.jsp?RunID=11618190&From=RRFilter&ID=&b... 2/13/2012



HealthEMS: ePCR

# Page 2 of 3 ATTACHMENT A

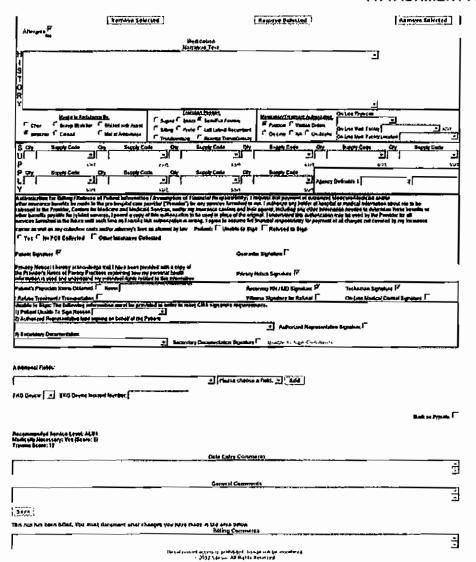
S M E N T	Considerly Obstracte	F		Nota 1+ 2+	L L 2	VI [Y.Tesh DDFASE [Y.Fsb DDFAS [P.E.A ACD [ADDAS	1
+ Pa	dominal Assesse diatric Yrauma S			_			
+ AP	GAR Scole						
	rovider Japres sice Absorbal Pain	L Chiqhe Wasas. L Chiqhe Wasas.	134 359 ly and X the bez belet Frapertorma	Mechanism of k	(fury (X of Disk a) phy) If Fall 2X helpix	Leftery S S H	
1 [	Дыўужэкоп ўу±д.	Chiq te Subfres	Hypothermia	C Alcohol Inlex Service	Fad> 20 4	- [종[종] 호	Trans
	GI-Greed GI-Const pation	Chesa Pala Count Willood	F Olmers Drafts F Passesing	Assect France	FeA FreeNereN	Partie of Parties and Parties	Brulai Dum Disloc Perali Swelli San T
IP C	G-Outsta	Dyspen-Sco	Post-Op Comp.	Assert Servel	Fire	*** '	
II L	Kensus	[ https://enbiation	F Shock	Floycle Actions	Mazadova klateriek		
	Unicary Breeding Unication Problem	Prevenina Symp Pulmanary Efferna	F Hankery Rry	Blant Traums	Dad Device Falker		┟┼┼┼┼┼
	Vandeg	Resputery Arest	Restraints Request	GundScald-Non Fire		5m 11 L L L	
	Versing Bood Alt Lavel Conscious	Respiratory Failure Synasour airting	Section Required  Forcial Kanding	Diving Injury Near December	Flavior fixed Obj.	Structure	
ŇĽ	Annety	□ DB/Gyrk	Lisalation Required	C Drug Orudes	☐ MYA Hon-Traffic *	Upper Arm	<del>ſċſċſċſċſċſċ</del> ſċ
	Bekkrard Doorder CVAStoke*	C Newborn (comp.)	Cora. Device Req.	Electroculica	Sector locaterion	Ebosé e i su C	
		Nage Reacted	No Medical Prob	Excessive Cold	Γ\$akide	Hand CCC	<u>                                      </u>
RF	Districted	C Der Tangferti	United Medical	Excessive Heat	Г <sub>Ж</sub> Г <del>Uninom</del>	Fegurs	<del>╠╠╠╠╠╠╠╠</del>
BL	Headacke Magaine	FRU Symptoms Filled Reaction	Other PI 1	Injury Intent:		Abdones   F F F	
<u> </u>	Рэускийс Ето ј	Nosa Street	Other PI 2	C Unintentional C Us	duseum A	Pervadia CCC	<u> </u>
Μŗ	Eparute Linconscious	8 act Pán	- [ 그	C Intentional Set	Other MOS	Uppe Leg FFF	
<u>r</u>	Mertrain	Carton Han Posso	f Protoce)	'	2	Xee FFF	
		Гольнос бульроски Геум Булар.	2 Protocol			AntiveFool	<del>┍╠╠╠╠</del> ╏
Г,	As treas Symptoms	Framoutiege .	<u> </u>			7600 F.F.F	<del>┍╬╔╠╠</del> ┟┟┟┟┢
CP#1C	enylaint: STROXE	LIKE SYMPTOMS				_	
8	Time PTA	Staff Systopic B		Pulse Respiration		94 Pain(0-16)	Temperature  Place File (Fields
li _	Tima PTASIAH				unit Unit	Route Aftempls U	E
0	27 000 [[	151 A.5 Austrace			<u> </u>	<u> </u>	TRETTERS
C 177	3 1 00 es	135 Pulsa Crossetry	_ Sort	<b>-</b> 1011		<u> </u>	Continents Mare
HIM	33 00 C E	156 IV Start (5ehre	IN IN	.v sor1		3 3 F	Γ α, α. Comments Hore Flexfields
Riz	7 00 F 2	135 DOG montor	Trave E	ne 🖵			C Comments Hore
1.	tevy Flow Record			4	<u>'''</u>	<del></del>	
w ·	Time Staff #	Med. Code	Amount Wasted	Uns	Box		Sezif
ŝг		<b>□</b> 50 <i>π</i>	<del>{</del>				Figurecials
Ţ							Delete
A dd 1	(qv Medication )	Wasted Record					
	on Wasted Eigenbarn	Г .г					
ESPORT TO	od Aurarea Arrosti es	2 2/Durigue 1					
			Quality, Radiates, Serestry, I			H 51901)	Únossárýmy Onsel DaleiTime
A Hedi	igal noed be supported in eest	는 사람이 기계 등 보고 있다. 1985년 - 1985년 - 1985년 1985년 - 1985년	culy Nicessay   Filegan Contined   Filecon			BHdog Convent	
R RPWH	Lysus Lov	and Real Feats	CONCR. L CANSSAN	ட நவγுவ Γн	VANOS Prychab	rc Problems Sobalance	
Α	FAMPAIN FCH	ione Respressory Falles (1)	Cordic District Medication 6	Tenganian Te	CATANASON T SALVIA C	Correct Medic allons	m Lown Cowwest
Ī	<b>_</b>	Add			Lookup Add		Lookap Add
Ý E I							
٦							

https://healthems.com/secure/formRev10.jsp?RunID=11618190&From=RRFilter&ID=&b... 2/13/2012



HealthEMS: ePCR

# Page 3 of 3 ATTACHMENT A



https://healthems.com/secure/formRev10.jsp?RunID=11618190&From=RRFilter&ID=&b... 2/13/2012



**EXHIBIT (65.2)** 

: 'J

# CARSON CITY PURCHASING & CONTRACTS TERMS & CONDITIONS

# 72. EXCEPTION SUMMARY INSTRUCTIONS:

- 72.1 Use this document to record any deviations, modifications, and/or alternates proposed to this REQUEST FOR BID. Failure to do so may be justification for rejection of the <u>BID RESPONSE</u>. Bidder must indicate the line number corresponding to the item and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to convey that Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.
- 72,2 If additional space is required, use company letterhead and mark as "Exhibit 72.2".
- 72.3 If there are no deviations, modifications, and/or alternates proposed to this REQUEST FOR BID, write "None".

65 (Bid Bond): The Bid Bond application is currently in process.

Wells Fargo Bank (our bond broker) is finalizing the Bid Bond and can be reached at

(916) 231-1242. Please refer to Nicki Moon at Well Fargo Bank to confirm that the Bid Bond
has been provided appropriately and per the RFP guidelines.

\*\*\* END OF BID RESPONSE \* \*\*



WITTENT-01

# CERTIFICATE OF INSURANCE

ACORD CER	TIFIC	CATE OF LIA	BILITY IN	<b>ISUR</b>	ANCE		(MW0D/YYYY) 3/8/2012	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA' BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	CIVELY O	R NEGATIVELY AMEND E DOES NOT CONSTITU	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY THE	POLICIES	
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	la an Al , certain	DITIONAL INSURED, the policies may require an e						
PRODUCER	oon to make		CONTACT Tracy Do	lan	_			
Wells Farge Insurance Services USA, Inc.			PHONE (A/C, No. Ext): 916 231-1757 [FAX (A/C, No. Ext): 916 231-180					
CA DOI Lie. #0D08408 (918) 231-1741			E-MAIL ADDRESS: tracy.o	olan@wellsfa		<u>-</u>		
11017 Cobblerock Drive, Suite 100				URER(S) AFFO	RDING COVERAGE		NAIC #	
Rancho Cordova, CA 95670-6049			INSURER A: Hartf	ord Casualty	Insurance Company		29424	
NEURED					ance Company of Hartfo	rd	20478	
Withman Enterprises, LLC PO Box 269110			INSURER C: EVAN	ston insuranc	e Company		35378	
PO Box 269110		INSURER D:						
Sacramento, CA 95826		DISURER E:						
	TIEICAT	E NUMBER: 4014682	INSURER F:		DEIGEION WINDER	0		
THIS IS TO CERTIFY THAT THE POLICIE	S OF INSU	VE BEEN ISSUED TO	THE INSURI	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
HSR LTR TYPE OF BISURANCE	ADDL SUB.	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIM	T5		
A GENERAL LIABILITY  X CONVERCIAL GENERAL LIABILITY		57SBAAT6490	07/01/2011	07/01/2012	EACH OCCURRENCE DAUAGE TO RENTED PRESESS (Ea occurrence)	5	2,000,000 300,000	
CLAVIS-MADE X OCCUR					MED EXP (Any one person)	s	10,000	
					PERSONAL & ADV INJURY	s	2,000,000	
					GENERAL AGGREGATE	s	4,900,000	
GENL AGGREGATE LINDT APPLIES PER					PRODUCTS - COMPIOP AGO	3	4,000,000	
X POLICY PRO- LOC B AUTOMOSEELIABILITY	$\vdash$	D/040407407	0710410044	07/04/0040	COMBINEO SINGLE LIMIT (Es accident)	5		
- <del>  -</del>		B4012487490	07/01/2011	07/01/2012	(Ea action)  BOOLY INJURY (Par person)	\$	1.000,000	
ALL OWNED SCHEDULED					BODLY PHURY (Per accident)	_		
X HIRED AUTOS X AUTOS					PROPERTY DAMAGE (Per excident)	s		
The state of the s					(FO BLAZERII)	s		
A X UMBRELLALIAB X OCCUR		57SBAAT6490	07/01/2011	07/01/2012	EACH OCCURRENCE	s	2.000,000	
EXCESS LIAB CLAJUS MADE					AGGREGAYE	5	2,000,000	
DED X RETENTIONS 10,000	$\vdash$					5		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  VIN					WC STATU- OTH-	↓		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$		
(Mandriory in NH) If yes, decribe under DESCRIPTION OF OPERATIONS below	l I			-	E.L. DISEASE - EA EMPLOYEE	-		
C Prof Liability	₩	E0847278	07/01/2011	07/01/2012	E.L. DISEASE - POLICY LIMIT \$1,000,000/\$2,000,000	5		
C Flot Lability		2004/2/10	0//01/2011	0770172012	\$1,000,000\$2000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Affach AGORD 101, Additional Remarks Schedule, if more space is required) Evidence of Coverage								
CERTIFICATE HOLDER			CANCELLATION					
City of Carson City 201 North Carson Street, Suite 3 Carson City, NV 89701				DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL I Y PROVISIONS.			
			AUTHORIZED REPRESEN	TATIVE Gen	Solo			
The ACORD ACORD 25 (2010/05)	name and k	ogo are registered marks of AC	ORD © 198	8-2010 ACC	ORD CORPORATION.	All right	a reserved.	



# WITTMAN ENTERPRISES, LLC

21 Blue Sky Court, Sacramento, CA 95828 (800) 906-6552

# CITY OF CARSON CITY

# Appendix A

# I. Private Billing

Wittman Enterprises, LLC to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8X11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within three (3) business days of receipt of transport tickets. Toll Free 800 telephone number provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this call, Wittman's will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

# Private Bill Schedule

1. Invoice	Immediately
2. Statement	30 days
3. Past Due	20 days
4. Final Demand	10 days

Wittman Enterprises, LLC will prepare, process, and mail invoices for the City's ambulance subscription service. Wittman Enterprises will also maintain a database of subscribers, including new clients as well as renewals.

# II. Medicare, Medicaid, Medi-Medi

Wittman Enterprises, LLC to prepare all invoices and electronically convey to Medicare and Medicaid fiscal intermediaries.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

# III. Workers' Compensation and Private Insurance

Wittman Enterprises, LLC to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation <u>billed</u> according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional

**EXHIBIT A** 

information or follow up necessary to secure insurance payments will be performed by Wittman Enterprises, LLC.

# IV. <u>Delinquent Claim Handling</u>

Patients with claims aging over 30 days will be contacted by telephone for payment arrangements. Telephone follow up will continue until payment in full is received or account is dismissed to an outside collection agency.

Wittman Enterprises, LLC will utilize installment billing as allowed by The City in cases of financial hardship.

# V. Receipts Processing

Wittman Enterprises, LLC will receive direct payment, posting and depositing cash receipts within one (1) day of receipt. Bank deposit receipt will be faxed or e-mailed to (City representative) Dan Nevin. Wittman Enterprises, LLC shall have no access to the proceeds of the receipts. All funds are under the exclusive control of **The City**.

# VI. Reports

Monthly, Wittman Enterprises, LLC will perform accurate month end close procedures that will result in the following reports:

Monthly Ticket Survey

Monthly Activity Summary

Monthly Charge Summary

Monthly Summary of Ambulance Subscription renewals billed and revenue collected

Monthly Sales Journal

Monthly Cash Receipts Journal

Monthly Receivables Aging

Management A/R Analysis

Statistical Reports customized to client needs

# VII. Electronic Patient Care Reporting

Wittman Enterprises, LLC will maintain a portal for transmission of electronic PCR's to seamlessly allow the city to use the software of their choosing and will provide technical assistance, to the extent of their capabilities.

# VIII. Provider Responsibilities

 Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises, LLC for billing purposes

# **EXHIBIT A**

- Forward to Wittman Enterprises, LLC all necessary information relating to patient transport services including but not limited to the patient care report and any and all documents required for billing, payments and patient eligibility
- Notify Wittman Enterprises, LLC of any accounts that require special attention
- Obtain signature of patient or guardian
- Provide patient's Social Security Number when available

# IX. Source Documents

Wittman Enterprises, LLC will retain all source documents including attachments for seven (7) years. When service contracted is terminated, all source documents are returned to Provider at the Provider's expense.

# X. Fees

A. Percentage of Net Collections

4.75% Net Collections minus refunds

B. Monthly reports

Included

### Exhibit B

# **National Purchasing Partners**

# Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between entities and associated government non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") supplemented and made a part hereof and participating National ("NPP") government Partners entity Purchasing ("Participating Agencies"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of All NPP Lead Contracting Agencies and this Agreement. Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Purchase Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing, marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Purchase Agreements;

WHEREAS, the Master Purchase Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Purchase Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

# ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

# ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or meeting Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

# ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. Each party will facilitate the cooperative procurement of goods and services.
- b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Purchase Agreements and NPP.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid,

proposal or Price Agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

### ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

# ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

# **ARTICLE 6: TERMINATION OF AGREEMENT**

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 1020, Seattle, Washington 98101.

# **ARTICLE 7: ENTIRE AGREEMENT**

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

# **ARTICLE 8: CHANGES AND AMENDMENTS**

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

# ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS

BY EXECUTION AND ATTACHMENT OF EACH "LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

# LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the Carson City Fire Department (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Purchase Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Purchase Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Carson City Fire Department and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY:	
Lead Contracting	Agency Contact Information:
Contact Person: <u>Address:</u>	Stacey Giomi, Fire Chief Carson City Fire Department 777 S. Stewart Street
Telephone No.:	Carson City, Nevada 89701 775-887-2210 SGiomi@carson.org

# PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of	(Participating Agency)
that he/she has read and agrees to the general terms	and conditions set forth in the enclosed
Member Intergovernmental Cooperative Purchasing	
Purchase Agreements and purchase of goods and s	
available by Lead Contracting Agencies to Participation	pating Agencies locally, regionally, and
nationally through NPP.	
The undersigned further acknowledges that the	e purchase of goods and services under the
provisions of the Member Intergovernmental Coop	
absolute discretion of the Participating Agency and t	
nor NPP shall be held liable for any costs or damages	incurred by or as a result of the actions of
the Vendor or any other Participating Agency. Upor	
directly with the Participating Agency concerning the	e placement of orders, disputes, invoicing
and payment.	
The undersigned affirms that he/she is an ea	ent of and is duly
The undersigned affirms that he/she is an ag authorized to sign this Participating Agency Endorse	
authorized to sign this I attempating regency Endorse	mont and Humonzation.
	Date:
BY:	
ITS:	
Participating Agency Contact Information	ation:
Contact Bergon.	
Contact Person:Address:	
Telephone No.:	<u> </u>
Email:	