



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** June 20, 2019

**Staff Contact:** Carol Akers and Fire Chief Sean Slamon

**Agenda Title:** For Possible Action: Discussion and Possible action regarding Contract No. 1819-205, Emergency Medical Billing Services for Carson City Fire Department (CCFD), with Wittman Enterprises, LLC, at a rate of 3.85% of net collections, and fee of \$9.00 per processed membership for the Carson City Care Ambulance Subscription Service, through June 30, 2020, with the option to renew for four additional one-year terms. (Carol Akers, cakers@carson.org and Fire Chief Sean Slamon, sslamon@carson.org)

Staff Summary: Carson City Fire Department will continue to strive to maintain the highest level of efficiency in cost recovery while maximizing collections for Emergency Medical Services with timely and accurate reporting by awarding contract No. 1819-205 to Wittman Enterprises.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** 10 minutes

### **Proposed Motion**

I move to approve the proposed contract.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

None

### **Background/Issues & Analysis**

The Request for Proposal was published in the Reno Gazette Journal and on Carson City's website on March 11, 2019. Thirteen proposals were received. The Review and Selection Committee selected Wittman Enterprises, LLC to recommend to the Board for award of the contract for the Emergency Medical Billing Services for Carson City Fire Department.

The recommendation is based on the total cost of billing, cost recovery percentages, customer service and responsiveness, and number of years providing professional services. Wittman Enterprises has been the current billing services provider for Carson City Fire Department for the past 6 years. Since switching to Wittman's in 2012 the City has had far less write-offs and therefore collected more in revenues. Continuing billing services with Wittman Enterprises will eliminate significant staff time and potential costs associated with the transition to a new vendor.

### **Applicable Statute, Code, Policy, Rule or Regulation**

NRS Chapter 332

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Fire Department Billing Charges Account / 501-2525-422-24-51, 3.85% of net amount collected.

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, the above identified Account will be decreased by 3.85% of net amount collected. The rate of the previous contract was 4.75% of net amount collected.

**Alternatives**

Do not approve contract and provide alternative direction to staff.

**Attachments:**

[1819-205 RFP Ranking.pdf](#)

[1819-205 Draft Contract.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

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\_\_\_\_\_  
(Vote Recorded By)

<b>RFP 1819-205 Emergency Medical Billing Services for Carson City Fire Department (CCFD)</b>	<b>Reviewer 1</b>	<b>Reviewer 2</b>	<b>Reviewer 3</b>	<b>Reviewer 4</b>	<b>Avg Score</b>	<b>Rank</b>
Wittman Enterprises	91	94	79.75	94	90	1
Ambulance Medical Billing (AMB)	78	87	80	91	84	2
Change Healthcare Technology	78.75	82	77	84	80	3
Sharp Ambulance Billing	80	81	75.75	80	79	4
EMS  MC	79.75	83	75	79	79	4
Lifequest Services	77	82	74	78	78	6
R1	75	84	73.25	78	78	7
RPM Billing LLC	74.75	81	73.25	79	77	8
EMS Consultants, LTD	76	80	71.5	79	77	9
Digitech	74.75	76	74	79	76	10
Reliance Health Care Resources	73	73	70.75	67	71	11
STAT Medical	71	73	67.25	67	70	12
Optimum Medical Billing Services	42	60	42.5	46	48	13

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 1819-205**

**Title: Emergency Medical Billing Services for Carson City Fire Department**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and Wittman Enterprises, LLC, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 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, CONTRACTOR'S** compensation under this agreement (does \_\_\_) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

**WHEREAS**, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 1819-205** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

**1. REQUIRED APPROVAL:**

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

**2. SCOPE OF WORK (Incorporated Contract Documents):**

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A and Exhibit B**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

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

For P&C Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

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2.5 **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.

2.6 Before commencing with the performance of any SERVICES 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 **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

### 3. **CONTRACT TERM:**

3.1 This Contract shall be effective from July 1, 2019, subject to Carson City Board of Supervisors' approval (anticipated to be June 20, 2019) to June 30, 2020, with the option to renew for four (4) additional one (1) year periods unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

### 4. **NOTICE:**

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website ([www.carson.org](http://www.carson.org)), 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, by 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.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Corinne Wittman-Wong, CEO  
Wittman Enterprises, LLC  
11093 Sun Center Drive  
Rancho Cordova, CA 95670  
916-669-4608  
[cwittmanwong@webillems.com](mailto:cwittmanwong@webillems.com)

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department  
Carol Akers, Purchasing & Contracts Administrator  
201 North Carson Street, Suite 2  
Carson City, NV 89701  
775-283-7362 / FAX 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

## 5. **COMPENSATION:**

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** (SCOPE OF WORK) and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon 3.85% of net collections, and \$9.00 per processed membership for the Carson City Care Ambulance Subscriptions Service.

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:

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.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

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### Title: Emergency Medical Billing Services for Carson City Fire Department

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

#### 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 any 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 or any 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.

#### 7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

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## 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 **Subsection 7.5** 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; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

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**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

## 7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

## 8. REMEDIES:

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 attorney's 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. LIMITED LIABILITY:

**CITY** will not waive and intends to assert available NRS 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 expressly provided for elsewhere in this Contract. 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 fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

## 10. FORCE MAJEURE:

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



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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. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS 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 Section.

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 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. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as 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 **CITY**, except as to the results of the SERVICES, 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**, in addition to **Section 11** (INDEMNIFICATION), 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

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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 (GENERAL):**

**13.1 NOTICE: The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.**

13.2 **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.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

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

13.5 *Insurance Coverage (13.6 through 13.23):*

13.6 **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 later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) 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.

13.7 *General Insurance Requirements (13.8 through 13.23):*

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **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.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall

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provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **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 \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **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 under federal and Nevada law 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.

13.15 **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:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. 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**.

13.17 **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 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **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 review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

**CONTRACTOR** shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

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- 13.20.1 *Minimum Limits required:*
- 13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.
- 13.21 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**
- 13.21.1 *Minimum Limit required:*
- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
- 13.22.1 *Minimum Limit required:*

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13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.

13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.

13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.

13.22.5 A certified copy of this policy may be required.

### 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

13.23.2 **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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

### 14. **BUSINESS LICENSE:**

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later 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.

### 15. **COMPLIANCE WITH LEGAL OBLIGATIONS:**

**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 or any services of this Contract.

**CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court.

# INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 1819-205

Title: Emergency Medical Billing Services for Carson City Fire Department

Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **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.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR's** non-compliance with this Section.

## 16. WAIVER OF BREACH:

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.

## 17. SEVERABILITY:

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.

## 18. ASSIGNMENT / DELEGATION:

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**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

## 19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

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.

## 20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to 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 NRS 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.

## 21. CONFIDENTIALITY:

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 1819-205

### Title: Emergency Medical Billing Services for Carson City Fire Department

**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.

#### 22. **FEDERAL FUNDING:**

22.1 *In the event federal grant funds are used for payment of all or part of this Contract:*

22.1.1 **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.

22.1.2 **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.

22.1.3 **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 Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

22.1.4 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

#### 23. **LOBBYING:**

23.1 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:

23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;

23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or

23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

## INDEPENDENT CONTRACTOR AGREEMENT

Contract No. 1819-205

Title: Emergency Medical Billing Services for Carson City Fire Department

**24. GENERAL WARRANTY:**

**CONTRACTOR** warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

**25. PROPER AUTHORITY:**

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 is performed at the sole risk of **CONTRACTOR**.

**26. GOVERNING LAW / JURISDICTION:**

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.

**27. ENTIRE CONTRACT AND MODIFICATION:**

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. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.



**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 1819-205**

**Title: Emergency Medical Billing Services for Carson City Fire Department**

**28. ACKNOWLEDGMENT AND EXECUTION:**

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

**CITY**

Finance Department  
Attn: Carol Akers, Purchasing & Contracts Administrator  
Purchasing and Contracts Department  
201 North Carson Street, Suite 2  
Carson City, Nevada 89701  
Telephone: 775-283-7362  
Fax: 775-887-2286  
[CAkers@carson.org](mailto:CAkers@carson.org)

**CITY'S LEGAL COUNSEL**

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
Sheri Russell, Chief Financial Officer

By: \_\_\_\_\_  
Deputy District Attorney

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts**

**BY:** Carol Akers  
Purchasing & Contracts Administrator

Acct# 501-2522-422-24-51

By: \_\_\_\_\_

Dated \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 1819-205**

**Title: Emergency Medical Billing Services for Carson City Fire Department**

Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

**CONTRACTOR**

**BY:** Corinne Wittman-Wong

**TITLE:** CEO

**FIRM:** Wittman Enterprises, LLC

**CARSON CITY BUSINESS LICENSE #:** 19-00029479

**Address:** 11093 Sun Center Drive

**City:** Rancho Cordova **State:** CA **Zip Code:** 95670

**Telephone:** 916-669-4608

**E-mail Address:** [cwittmanwong@webillems.com](mailto:cwittmanwong@webillems.com)

\_\_\_\_\_  
(Signature of Contractor)

**DATED** \_\_\_\_\_

**STATE OF** \_\_\_\_\_ )

)ss

**County of** \_\_\_\_\_ )

Signed and sworn (or affirmed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**INDEPENDENT CONTRACTOR AGREEMENT**

**Contract No. 1819-205**

**Title: Emergency Medical Billing Services for Carson City Fire Department**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 20, 2019 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 1819-205**. 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 20<sup>th</sup> day of June, 2019.

**ATTEST:**

\_\_\_\_\_  
AUBREY ROWLATT, CLERK-RECORDER

DATED this 20<sup>th</sup> day of June, 2019

April 11, 2019

# CITY OF CARSON CITY

Request for Proposal (RFP) No. 1819-205  
Emergency Medical Billing Services for Carson City Fire Department



Setting the Standard for EMS Billing

Wittman Enterprises, LLC  
11093 Sun Center Drive  
Rancho Cordova, California 95670  
[www.webillems.com](http://www.webillems.com)

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

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## PART 1: QUALIFICATIONS

## Letter from our CEO

April 11, 2019

Thank you for the opportunity to provide the City of Carson City and the City of Carson City Fire Department our proposal for Emergency Medical Billing Services. Since 1991 Wittman Enterprises, LLC has provided our clients complete ambulance and fire prevention billing services in compliance with current local, state, and federal laws and statutes. **As your EMS Billing Partner since 2012**, and as a matter of practice for over 27 years in business, we follow and exceed currently accepted standards for accurate, consistent, and best EMS billing practices while maximizing revenue, honoring your collections philosophy, and treating each of your patients, citizens, and visitors as if they were our own. We serve more than 100 public EMS/Fire clients and provide the best client base, best patient database, and direct experience for the most effective EMS billing and cost recovery program possible.

As an extension of your EMS program, Wittman Enterprises maintains a strong customer service accountability platform that provides your team with direct phone numbers and real access to all management staff starting with me. Specialized staff are assigned to your team so that the City has always had direct access to the person(s) on our team who can most help with whatever situation may arise. Our Client Liaison team is always available to help identify key resources you may use to get the results you need. We use all the necessary resources to provide the City of Carson City and all of our clients **the best in customer service AND collections for our clients: (on average) 10-20% more in net revenue than our competitors.**

Based on our past experience with Carson City's team and EMS billing program, and a thorough examination of your Request for Proposal, we recognize the extraordinary depth of your RFP and look forward to continually providing solutions for you to consider moving forward. I want to assure the City of Carson City that **our ultimate focus is on, and has always been based on, the best patient and client service, billing results (accurate and legal billing and the most in reimbursable revenue), and transparency (Client Portal, Reporting, Month-end Reporting, KPIs, etc.).**

I look forward to continuing and nurturing our longstanding partnership with the City of Carson City and the Carson City Fire Department. We all welcome the opportunity to provide a full response to the needs of your program demonstrating our continued understanding of your project requirements and allowing us to address the many positive nuances of your program, and our enthusiastic support of it. I encourage you to contact any of our references to hear firsthand about the very positive we so value with all of our EMS/Fire partners.

My best,



**Corinne Wittman-Wong, CEO**

Wittman Enterprises, LLC (established 1991)

11093 Sun Center Drive | Rancho Cordova, CA 95670

(916) 669-4608 direct line | (855) 611-0056 toll free | [cwittmanwong@webillems.com](mailto:cwittmanwong@webillems.com)

## Qualifications

Wittman Enterprises has customized service innovations for our partners in the EMS transport industry since 1991. We serve more than 130 public EMS clients. We are the only Western States-based billing company with the client base, patient database, and experience with multiple western states fire departments and payors necessary for the most effective EMS billing program possible. The importance of our business model is that any number of claims will be handled with the same quality assurance. Our products and services are designed to ensure that EMS providers like the City of Carson City are reimbursed in a timely manner for services they provide. We get our EMS partners their maximum reimbursement available by custom-fitting your needs with our proven solutions.

## Experience

We provide industry-leading services to our EMS partners to help you continue providing cost-effective programs and responsive services enhancing the quality of life in the City of Carson City, while balancing the financial accountability needs of your citizens. With a proven commitment to customer and patient service, Wittman Enterprises conducts your business as if your patients were our own. This starts with valuing customer service with everything we have done as a company *since 1991 (living up to our Dedicated Response Time Commitment; providing Ongoing and Comprehensive Staff Training; maintaining well-qualified Multilingual Staff; meeting regularly with our partners; etc.)*.

## 27 Years EMS Billing Experience

Wittman Enterprises was founded 27 years ago with the promise of providing expert and personal attention to our EMS partners and their EMS billing programs. This will never change.

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



## Customized Solutions

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

### Solutions include:

- Ambulance Transport Billing and Fire Service Fee Recovery
- ePCR Integration
- First Responder Billing and Collection
- Treat-no-Transport Billing and Collection (Assessments)
- Membership Program Support
- Patient Survey Program Support

## Responsibility Statement

With more than 27 years of EMS and Fire Billing and Collections experience, Wittman Enterprises meets and exceeds all requirements in determining Contractor responsibility. Excellent past performance is evidenced by our proven ability to meet and exceed key performance indicators based on standards of practice for our industry.

### Human and Other Significant Resources

Throughout our RFP response, Wittman Enterprises demonstrates that our human and numerous other resources are more than sufficient to successfully perform the Contract and to ensure the level of service required.

### KPIs

We have a proven history of meeting and exceeding key performance indicators established by contract, development and implementation of new or innovative ways to address customer pain points, or competitive differentiators that result in the delivery of increased value to customers or the population served by customers.

## EMS Partner Satisfaction

The City of Carson City can count on Wittman Enterprises to continue conducting diligent, regular, and uninterrupted billing and collection services in a professional businesslike manner. **Our personal approach and higher levels of service greatly exceed industry standards.** Your expectations and overall satisfaction are attained through ongoing and regular training, continuous improvement, and our comprehensive auditing program. Wittman maintains our industry-leading lowest claims-per-staff ratio (generally 30% lower than our competitors) based on upholding the standard of practice our clients expect. Our comprehensive and ongoing training program allows us to continuously improve the business activities that we conduct on behalf of the City and ensure that you continue to receive the maximum legal reimbursement available. **We do not strive to be the largest EMS billing company but expect to be the best.** The secret to our clients' successful reimbursement is ultimately the personal attention we apply to each of their accounts. Simply put, it is the dedication to our process that combines the best in technology with the **commitment of people** to perform the hard work necessary to pursue elusive insurance Payers, successfully appeal Medicare and insurance denials, and work effectively through difficult reimbursement issues such as Medicaid cutbacks. The significant efforts we undertake as a commitment to our EMS partners allow us to meet and exceed client expectations (and requirements as set forth in your RFP) and achieve high client/customer satisfaction. We stand behind the work we conduct on behalf of our clients and work closely with each of them to make sure they are completely satisfied with our performance.

## Workload Accomplishment

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

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



References *(Proprietary and Confidential)*

**PART TWO: STAFFING**

## Carson City Staffing History

Our EMS partnership has flourished since 2012 when we began our work together. Stephanie Cooper-Noe has been the City and Department main contact since the project inception. Special projects we have worked on for the City of Carson City include:

- GEMT Rollout and program adjustments
- Interfacility billing
- Pre-Pay Medicare Audit
- Post-Pay Medicare Audit
- Membership Program Rollout, Renewal, Forms
- Medicare and Medicaid Program Revalidations
- Troubleshoot and update Nevada Medicaid file for issues with Taxonomy code

Additionally, we have made multiple visits to the Carson City Fire Department to discuss program performance, program modifications and additions, provide documentation training, consult on ePCR systems, etc. These visits have included key Wittman staff including Corinne Wittman-Wong (CEO), Walter Imboden (President/CFO), Russ Harms (Director of Business Development), Stephanie Cooper-Noe (Client Liaison), Jennifer Gentry (Client Liaison), and Jennifer Bump (Division Manager). We regularly enjoy our interactions with the City and Fire teams and look forward to continuing this strong relationship together.

## Organization

### Office Location

Wittman Enterprises, LLC (established 1991)  
 11093 Sun Center Drive | Rancho Cordova, CA 95670 (855) 611-0056 toll free | (916) 381-5047 main fax www.webillems.com

### Company Governance and Organization

We are a Limited Liability Company operating out of our single office in Rancho Cordova, CA. Wittman Enterprises has 130 employees, 4 board members and 10 managers. Our Board of Directors are:

<b>CEO</b> .....	<b>Corinne Wittman-Wong</b>
<b>President/CFO</b> .....	<b>Walter Imboden</b>
<b>Vice President</b> .....	<b>Kathryn Garcia</b>
<b>COO</b> .....	<b>David Wittman</b>

Our staff is divided among four departments: Customer Service (60 employees); Cash Receipts (20 employees); Support Services/Electronic Billing (10 employees); Data Entry (40 employees). All departments are dedicated to the personal attention of our clients and their patients’ needs. Our staff is divided into teams to efficiently address workflow processes and are further divided based on your location. The teams assigned to the City of Carson City project would be the same teams that service the cities and departments of our Nevada clients. The Nevada “Pod” has a Pod Leader and a team of three to five who scrutinize all individual submitted runs and initiate the billing process. The Nevada “Pod” begins their work after our Electronic Claims Department imports ePCR files and our system automatically scrubs the data before it goes to our Billing Department Pod. This personal attention makes the difference between collecting the “easy” money and pursuing difficult payment situations for maximum legal reimbursement.

## Company Representative



**Stephanie Cooper-Noe (CMC, CACO, CAPO, CADS),  
Client Liaison**

11093 Sun Center Drive, Rancho Cordova, CA 95670  
(916) 669-4607 direct line • scooper-noe@webillems.com

## Key Personnel

### Corinne Wittman-Wong, Chief Executive Officer

Corinne has been with Wittman Enterprises, LLC for more than 24 years. As CEO she is responsible for the strategic planning and vision of the company. Her strong knowledge of the industry integrates completely with her experience of working in all departments of the company and provides her with a unique perspective on our company's philosophy and goals. She administers the supervision of our clients' accounts, and the adherence of policies and procedures set forth by the company, while facilitating and encouraging leadership qualities, innovativeness, and direction of our employees.

### Walter Imboden, President/CFO

For 29 years Walter has worked in the EMS billing industry. He oversees all aspects of the day-to-day production and operations of the company, monitoring both production and personnel. He directs the billing and collection processes ensuring adherence to our clients' contract requirements. He develops office procedures that are designed to enhance and expedite workflow. Over the years while working in every department at Wittman Enterprises, LLC Walter has developed strategic, tactical, and short-term operations that enable him to provide invaluable guidance and training to our department managers.

### Kathryn Garcia, Vice President

In her 24 years with Wittman, Kathryn has worked and managed all departments. This provides her the perspective and experience to help the City with any special requests or circumstances. Kathryn oversees the billing team and the cash receipts team. She provides the City with special reports to aid the balancing process for trips, refunds, and deposits. She also creates, reviews and distributes all client month-end reports.

### Joe Balkema, Executive Director, IT

Joe brings 25 years of programming experience with C#, VB, ASP, JavaScript, and BBX, along with more than 16 years of SQL knowledge and reporting design. He has installed more than 30 billing systems nationwide. At Wittman he designs 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.

### Stephanie Cooper-Noe, Client Liaison

For more than 21 years Stephanie has provided ambulance billing leadership and customer service to our clients. She develops our Compliance and Documentation Webinars, trains employees and monitors their compliance with the company's HIPAA program, designs client-specific reports, oversees Medicare Revalidations, and provides the conduit between client finance departments, fire departments, and Wittman Enterprises, LLC. Certifications: Certified Medical Billing Associate.

### **Russ Harms, Director of Business Development**

Russ brings 26 years of management leadership, direction of progressive operations, and the building of strong client partnerships to Wittman Enterprises and our clients. He specializes in organizational development and management, strategic planning, performance management, continuous improvement, business development, leadership development, and change management. Education: Master of Arts, English; Bachelor of Arts, English.

### **Jennifer Gentry, Client Liaison (ePCR Interface)**

Jennifer has been with Wittman Enterprises for over 20 years. She facilitates the integration of ePCR systems with our ZOLL billing system. Jennifer works with each client to ensure that we have the most effective information import possible through a customized mapping process. Jennifer is also the co-moderator of our Medicare Compliance Committee and works on our Medicare documentation training program for staff and clients. Certifications: Certified Ambulance Coder.

### **Jennifer Bump, Division Manager (Customer Service/Training Coordination)**

For more than 14 years Jennifer has been with Wittman Enterprises. She began in Customer Service, working on private insurance accounts as a specialist, working incoming and outgoing calls, and ultimately as the lead over the revenue assurance team. Later she took over as manager of our Customer Service Division. Currently she is a division manager for Customer Service, directing the specialist team working on all governmental payers. She oversees the Quality Assurance Department over cash receipts and all of the Customer Service Department, and coordinates the company training programs.

### **Heather Montano, Division Manager (Customer Service/Phone Services)**

Starting 14 years ago, Heather began as a Customer Service Representative for Wittman Enterprises, working private pay accounts, private insurance accounts, incoming correspondence and incoming calls. Next, she was promoted to Customer Service Department Lead and then Department Supervisor where she handled client concerns and patient billing anomalies and issues. She has extensive knowledge of our Billing Program and Reporting systems. Currently Heather is the Division Manager of the Patient Services Department, overseeing inbound and outbound calls, private correspondence, auditing, and quality assurance for all calls.

### **Nicole Powers, Division Manager (Support Services/Electronic Billing)**

Nicole has been with Wittman for over 16 years. She oversees the receiving and importing of all Patient Care Reports (PCRs), document scanning, and claim submissions (electronic billing) via paper and electronic means to all payers. Nicole continuously streamlines electronic processes and updates automation to ensure appropriate timelines are met to ensure the most timely and efficient reimbursement for our clients.

# Staffing Chart

Contract Management Team	
<p><b>Corinne Wittman-Wong, CEO</b> (916) 669-4608 cwittmanwong@webillems.com</p> <p><b>Walter Imboden, President/CFO</b> (916) 669-4602 wimboden@webillems.com</p> <p><b>Kathryn Garcia, Vice President</b> (916) 669-4606 kwolf@webillems.com</p> <p><b>David Wittman, COO</b> (916) 669-4601 dwittman@webillems.com</p> <p><b>Russ Harms, Director of Business Development</b> (916) 669-4628 rharms@webillems.com</p> <p><b>Joe Balkema, Executive IT Director</b> (916) 669-4620 jbalkema@webillems.com</p>	<p><b>Jennifer Bump, Division Manager: Insurance</b> (916) 669-4612 jbump@webillems.com</p> <p><b>Jennifer Gentry (CAC, CADS), Client Liaison: ePCR</b> (916) 669-4621 jgentry@webillems.com</p> <p><b>Heather Montano, Division Manager: Patient Services</b> (916) 669-4627 hmontano@webillems.com</p> <p><b>Nicole Powers, Division Manager: Electronic Billing</b> (916) 669-4624 npowers@webillems.com</p> <p><b>Pakou Vang, Division Lead: Cash Receipts</b> (916) 669-4617 pvang@webillems.com</p>
Operations Team/Experience:	
<p>Jessica Ceccato, Insurance Lead ..... 12 years</p> <p>Judy Vang (CAC, CADS), Client Liaison: Insurance..... 11 years</p> <p>Rene Wittman, Cash Receipts Lead .....21 years</p> <p>AngelasThao (CAC), Data Entry Lead .....8 years</p> <p>RachelTroche, Patient Services Lead..... 14 years</p>	
Nevada-Area Insurance Team Specialists	
<p>Our team of insurance specialists are trained and experienced with their assigned client payors so that they can manage all aspects of submission, payments, and appeals. For our Nevada partners the following specialists provide the practical experience necessary to get you your highest legal reimbursement possible:</p>	
<p><b>Brittany Bump</b> Nevada commercial and government accounts specialist (VA, Blue Cross/Blue Shield of Nevada, Sierra Life and Health, Health Plan of Nevada, Hometown Health, Silver Summit, etc.)</p> <p><b>LaDona Finister</b> Department of Corrections</p>	<p><b>Theresa Brown</b> Medicaid and Medicaid HMO accounts specialist</p> <p><b>Pricilla Javar</b> Nevada Medicare, Hospice, and DRF accounts specialist</p>

## Staff Availability

All Wittman staff is available in our single Sacramento-Area office during our normal business hours.

JOB TITLE	FUNCTION
<b>CEO (1)</b>	Compliance and Company Leadership
<b>President/CFO (1)</b>	Policy, Operations, and Financial Leadership
<b>Client Liaison (4)</b>	Client bridge to Operations and Administration
<b>Division Manager: Insurance (1)</b>	Insurance Specialist and Staff Leadership
<b>Division Lead: Insurance (2)</b>	Insurance Team Day-to-Day Management
<b>Insurance Team Staff (21)</b>	Ensures that all Insurance/Medicare/Medicaid billing is properly billed and collected
<b>Division Manager: Patient Services (1)</b>	Patient Services Staff and Procedure Leadership
<b>Division Lead: Patient Services (1)</b>	Performs administration duties involving client transactions, record-keeping and customer service. Provides direction to staff in the performance of their duties.
<b>Patient Services Team Staff (12)</b>	Identifies and resolves patient billing issues
<b>Cash Receipts Supervisor (1)</b>	Organizes work processes, methods, and procedures, ensuring efficient accounting of cash receipts
<b>Cash Receipts Team Staff (9)</b>	Ensures that cash is receipted properly and deposited in a timely manner, and that transactions are recorded accurately
<b>Division Manager: Support Services (1)</b>	Supervises and coordinates activities of staff in Support Services department
<b>Support Services Staff (12)</b>	Performs Electronic Billing to Medicare/Medicaid and other payors, mailing, scanning, and PCR processing functions
<b>Billing Supervisor (2)</b>	Supervises EMS billing staff, month-end closes and reconciliation of patient receivables, aging of collections
<b>Billing Team Lead (2)</b>	Oversees staff, workflows, and supports staff
<b>Billing Team Staff (21)</b>	Enters PCR information into database with proper medical protocol terminology to produce a clean statement or claim
<b>Auditing Team Lead (1)</b>	Organizes weekly focus and provides feedback to team leaders on areas of improvement or focus for ongoing training
<b>Auditing Team Staff (3)</b>	Audits and monitors workflows, ensuring processes and quality of work are maintained within each department

## Sub-Consulting Partners

### **InfoSend (Anaheim, CA):**

Invoicing and Mailings exchanged through a secured and HIPAA-compliant method and fully executed Business Associate Agreements.

### **Technosoft (Southfield, MI):**

Pre-billing and pre-cash receipt posting data processing exchanged through a secured and HIPAA-compliant method and fully executed Business Associate Agreements.

### **Change Healthcare (Nashville, TN):**

Electronic insurance eligibility checker (formerly Emdeon, Capario)

## City of Carson City Staff

Wittman Enterprises enjoys regular contact with City and Fire staff for direction on specific accounts, balance adjustments, QA/QI, and other procedures requiring your authorization. Occasionally, when we have exhausted our resources and need help completing missing information, clarifying unclear or incomplete narratives, we may request assistance from our regular City/Fire contacts that are often able to acquire the information from their own resources. However, ***as your billing partner, Wittman generally does not require additional tasks from City/Fire staff as it is our job to support your billing and reimbursement program.***

We are a full-service billing agency that conducts effectively the full range of tasks associated with ambulance billing. As part of creating and maintaining the most efficient and effective billing system partnership between the provider (City of Carson City) and Wittman Enterprises, the following are the basic provider responsibilities generally accepted as current standards of best practice. All programs are customized to meet and exceed the needs of our clients – following as many standards of best practice as practically possible.

- Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises for billing purposes.
- Forward to Wittman all necessary information relating to patient transport services, payments and patient eligibility.
- Provide clarifications when questions arise regarding documentation.



PART THREE: TECHNICAL

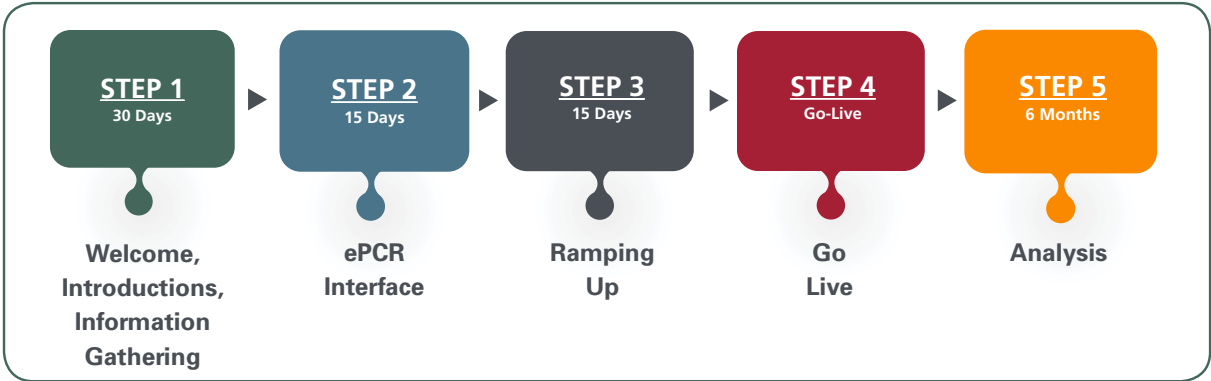
Partnership Continuation Statement

If we are fortunate enough to renew our contract with the City of Carson City, a contract transition with new work plan and schedule will be unnecessary. Medicare, Medicaid, and private insurance information will not need to be updated. No loss or delay in revenues will be experienced by the City as a result of contracting with an unknown, untested, or inexperienced vendor. The service levels and collection performance CCFD has come to expect will remain the continuously-improving standard under which we have operated for more than 27 years.

Standard Time-Table for Deliverables During First Year (for capability illustration purposes: since no transition will be needed)

Sample Transition Timeline

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



Scope of Work

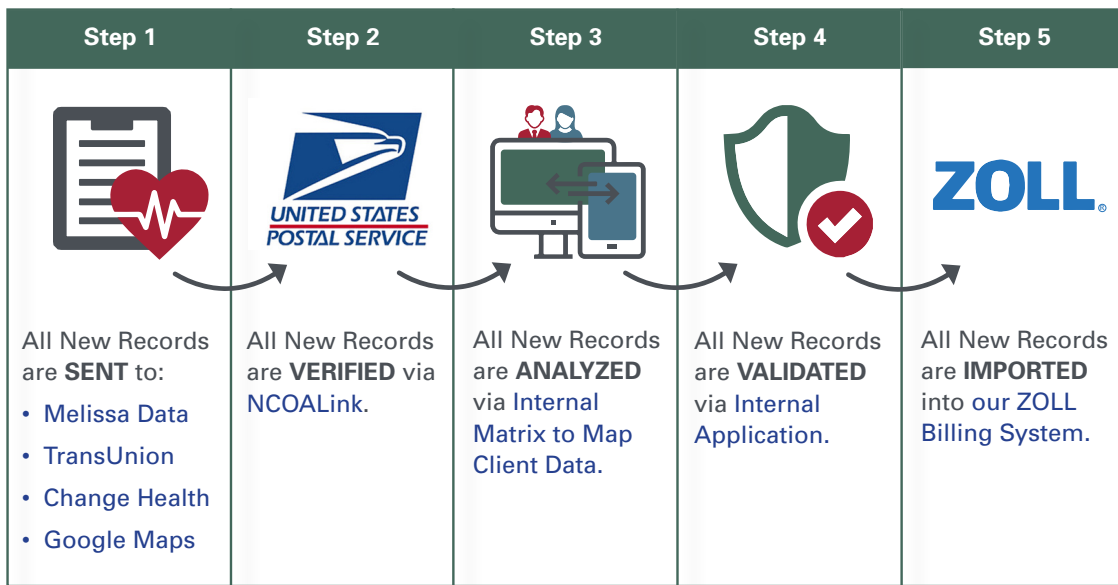
Submittal of this Proposal can be taken as prima facie evidence that we have full knowledge of the requested scope, nature, quality, and quantity of the work to be performed, and detailed requirements and conditions under which the work is to be performed. Our proposal represents our understanding of the Request for Proposal based on the information provided in your RFP.

Methodology and Scope of Work

Billing to Payment Cycle



Ticket Scrubbing Process



**Records Confirmed and Screened for Completeness**

All PCRs received by our Billing Team are thoroughly reviewed for treatments and treatment codes, medical condition (ICD-10) codes, medical necessity, appropriateness of charges for services based on services rendered, and overall completeness. Coding with the appropriate payer, patient condition, and charges normally occur within 48 to 72 hours of receipt. PCRs with incomplete information may be referred back to the transporting agency for the missing information, if and when hospital face sheets are not available. Patient accounts with private insurance, Medicare, and Medicaid information are billed immediately. If insurance information is not available on the initial call report, additional research is conducted to locate any available insurance. When no insurance can be identified, the patient’s account is then set up for private billing.

**Locating and Verifying Insurance**

All insurance and third party payer information provided is verified online 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 that the incorrect insurance is billed, our customer service representatives contact the patient or receiving hospitals for the correct insurance information. Denials are simply not acceptable.

**Hospital Patient Records Systems**

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

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

### Follow-Up Protocols

As mentioned above, our comprehensive collection services include working with your receiving hospitals to obtain patient demographics to ensure the highest level of collection possible. We also gather additional information via secured email, VPN, fax, and phone calls to the financial offices of the hospitals or skilled nursing facilities. Wittman Enterprises engages a variety of other processes and resources in the course of following up on accounts with inadequate billing information including:

- Use of Zip Code/Street Directories for obtaining missing/incomplete addresses in addition to our own proprietary address checker program and MelissaData.com
- Use of Accurant.com for tracing mail returns
- Contacting the EMS Division to locate missing information from Run Reports
- Contacting the patient or family members for billing or insurance information
- Personal contact with the patient or patient's family via phone or email
- Mailing inquiry forms to the patient

### Assignment Authorization

Based on our extensive EMS billing experience, we have found that the most efficient billing and collection programs are a direct result of a strong partnership between Wittman Enterprises and our client. That concept is particularly important when discussing patient signature authorizations. Agencies are not permitted to file claims to Medicare without the signature of the patient, designated guardian, or witnessed declaration that the patient is not able to sign. Recognizing that there are times when obtaining these signatures is simply not feasible; Wittman has developed a solid process in partnership with you, to address missing and invalid signatures. This process includes both education and direct patient contact to obtain required forms. Patient signature authorizations can significantly impact revenue if not diligently pursued in a timely manner.

### Patient Database

For more than 27 years we have compiled an extensive Patient Database containing thousands of patient records and pieces of demographic and patient historical data. It has been growing since 1991 when we began our EMS billing partnerships. The database allows us to cross-reference accounts and streamline the billing process in a more efficient and thorough manner. We do this under the strictest HIPAA compliance regulations to ensure proper patient confidentiality.

## Identification of Payment Sources

When insurance information is incorrect or incomplete, our Customer Service Representatives work with hospitals and the patient to obtain current and accurate information. After initial patient contact is made, insurance eligibility is verified with the patient still on the phone. This prevents billing delays and allows customer service representatives to inform patients if there are any problems with the insurance information provided.

Wittman electronically bills all Medicare, Medicaid, qualified primary and secondary insurance sources, workers compensation, health maintenance organizations, third party liability, benefit programs, and self-insurance programs. Those who do not accept electronic claims are billed via generated paper statements mailed directly to them.

For auto accident-related accounts, we determine from the patient whether they have med-pay through their automobile insurance, we are billing a third party insurer, or if they have retained the services of an attorney. Depending on the patient's response, we will either bill the patient's med-pay or private health insurance, bill the responsible party or we will work with the patient's attorney to set up a lien against their personal injury case. All appropriate follow-up on accounts occurs regularly by specialized personnel in our Patient Service Department.

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 of our competitors opt to forego this process as it can take years to settle these cases. 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.

## Medicare Billing

For incidents where no Medicare insurance information was noted by the paramedic, Wittman Enterprises requests insurance information and an authorization signature from the patient. Once a patient responds to our request(s) for Medicare insurance information, and/or if our electronic scrubber identifies patient Medicare insurance information, we complete the following steps:

### Step 1:

Our billing team determines the level of service on every PCR we receive, then adds any applicable charges, and evaluates the incident for medical necessity per Medicare guidelines.

### Step 2:

Our billing team electronically confirms Medicare eligibility and updates all newly-provided information to our billing system. We always check eligibility when the patient is over the age of 65 and we have been provided a Social Security Number or Medicare ID. We will also check for eligibility information on the PCR or hospital face sheet when the patient has been identified as a Medicare recipient.

### Step 3:

Patient signature is added to their account once we have received it from them or if it is provided with the initial incident report.

### Step 4:

All available transport information is either uploaded automatically to the billing system or the biller manually enters/verifies transport information from the PCR.

### Step 5:

The primary payor is updated in our billing system and Medicare is billed electronically.

## Medicaid Billing

The detailed steps for billing Medicaid are mostly the same as those for billing Medicare as previously detailed. There is an additional step that is taken in addition to the Medicare Standard Operating Procedure:

- As with Medicare, we check eligibility whenever we are provided the patient's Social Security Number or Medicaid ID. Our billers determine the level of service and add any applicable charges. Once we have received eligibility we clarify whether it is a straight Medicaid Plan, or a Medicaid HMO plan, and update the payor in our billing system to submit the claim to the proper Medicaid payor.

## Private Insurance Billing

After a patient responds to our request(s) for insurance information, and/or if our electronic scrubber identifies patient private insurance information, we complete the following steps:

**Step 1:** The patient writes their insurance information on the correspondence they are returning or; the patient sends a copy of their insurance card.

- Billing team updates all newly-provided information in our billing system
- Billing team electronically confirms eligibility of insurance
- Billing team calls insurances when necessary to verify patient eligibility

**Step 2:** If the patient is confirmed eligible we add the payor to the patient's account along with their coverage and insurance identification information.

**Step 3:** The billing department notates the account and changes the primary payor from self-pay to insurance.

**Step 4:** After double-checking the primary payor, billing team submits bill via keystroke to the correct paying insurance (electronically for those companies providing that method of claim submission, or through the mail for all others).

## Denied or Disallowed Claims

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

## Medicare Denials

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

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

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

### Medicaid Denials

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

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

### Insurance Denials

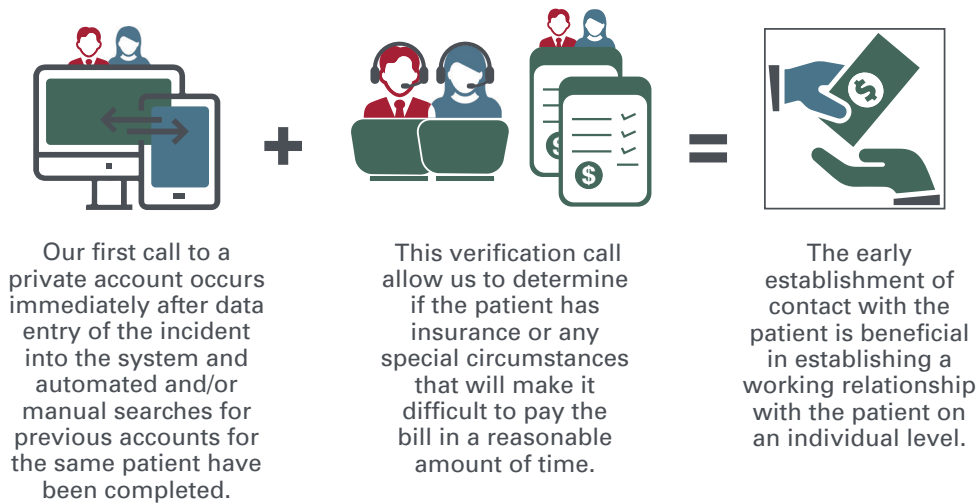
Health Plans and Medical Groups issue denials when all or parts of a claim are not paid. There are several types of denials. Some are issued correctly according to the patient's insurance policy and/or billing guidelines while others are incorrect due to an error by the health plan when processing the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

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

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

### 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, by combining telephone calls and collection notices, an agency can further increase this effectiveness. We have found this to be true through the personal attention given to our clients and their patients.



We believe our system of invoices, statements, delinquency notices, and individual letters in conjunction with telephone follow-up is an industry-best practice, producing concrete results for your organization.

### Self-Pay Bill Schedule

Wittman Enterprises customizes your private bill schedule to reflect the City’s needs. These schedules work in conjunction with our billing program, tracking accounts receivable and assigning them to customer service representatives for making follow-up calls. Following are two examples of customized bill schedules:

#### No Insurance Information Provided – Example Schedule

Action	Time Line
Information Request Letter	Immediately
Phone call to patient	Within 3-5 Business Days
Hospital Request for Information	Within 5-10 Business Days
Send Second Notice	At 30 Days
Phone call to patient	At 30 Days
Hospital Request for Information Sent	At 40 Days
Send Past Due Notice	At 45 Days
Phone call to the Patient	At 55 Days
Send Final Demand	At 70 Days

#### Patient Signature Required – Example Schedule

Action	Time Line
Medicare Signature Required: Letter	Immediately
Phone call to patient	Within 3-5 Business Days
Patient signature required Invoice	At 35 Days
Patient signature required Past Due Notice	At 55 Days
Phone call to patient	At 60 Days
Patient Signature required Final Notice	At 70 Days



### Patient Portal



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

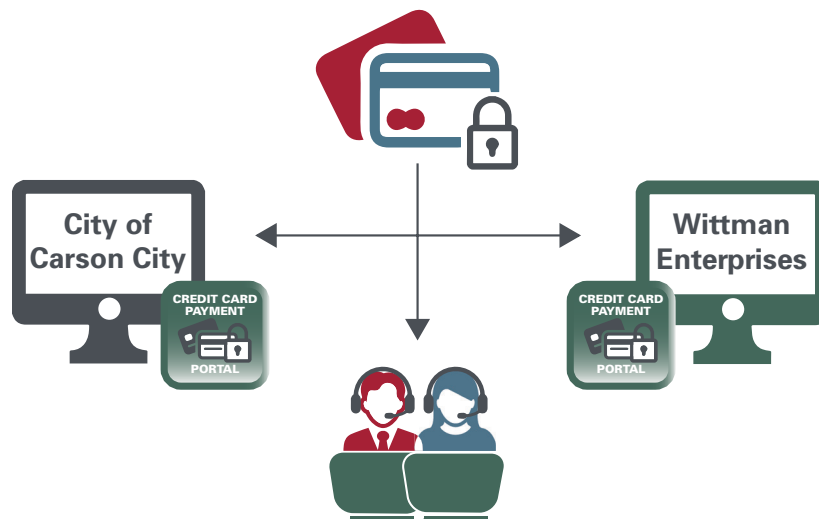
### Patient Payment Options

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

### Credit Card Portal

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

#### Credit Card Payment Options



### Installment Payments

For patients unable to pay their full balance owed, Wittman follows your policies in regards to self-pay accounts. This could include minimum payments accepted and the duration of the private pay contract. Based on our experience, we have found that limiting payback duration to one year usually provides the best results for our clients. Patients have the option of making their monthly payments by check or credit card. They may also set up an AutoPay agreement with a signed authorization where payment is automatically withdrawn from their credit card each month.

## Collection Practices

On average, we send less than 12% of all accounts billed for additional collection efforts. Wittman will provide current reports identifying any non-collectable accounts to be released to your collection agency. As part of our process, we work with your agency and provide them necessary documentation regarding each account.

However, before an account is even considered for referral to collections, the following exhaustive procedures will have been performed:

- Patients will have been cross-referenced by name, social security number, incident pickup or residence address, and date(s) of service through a variety of resources including our extensive patient database.
- The entire regular invoicing cycle will have been completed.
- We will have conducted all appropriate follow-up calls and letters.
- We have identified all available alternate patient contacts.
- We will have completed our skip-tracing processes to locate correct address and telephone information with tools such as Accurint.com, The Haines Directory, MelissaData.com, etc.
- Receiving hospitals will have been contacted for most accurate and current patient demographic information.
- A second verification of Medicare, Medicaid, and Private Insurance eligibility is performed.

## Hardships, Discounts, and Reductions

In the course of providing our services, Wittman follows the City's policies. For example, you may waive the ambulance fee if it is found that a patient does not have the financial resources to pay. We notify your department in the case of any situation requiring modification of account balances, pay schedule, referral to collections, or account write off. No adjustment is ever made without prior authorization from you. All adjustments are clearly documented and identified in our regular reporting and documentation. We customize policies at your direction regarding discounts and reductions to meet the City's requirements. Some of these may include hardships, attorney requests, City employees, or small balance write-offs. In all cases, no discounting decisions or write offs are made without your advanced approval.

## Patient Disputes

We recognize that most patients are citizens of your community so our goal is to function as an extension of the City of Carson City. We provide extensive training and look for individuals with the ability to be compassionate and empathetic while efficiently resolving calls. There are managers and directors available at all times to assist if customer issues cannot be resolved to the patients expectations by our customer service department. All customer service staff is located in our single Rancho Cordova facility. If any complaint received by our patient service department involves care-related concerns, Wittman will contact the City and/or Fire Department directly for resolution.

## Final Review: Delinquent Accounts

Once an account has gone through the billing cycle, an account representative will review the account one final time before placing on collection review. At that point a customer service lead will perform one last review of the entire account to ensure all SOPs were followed throughout the billing cycle. If all efforts have been made and process followed correctly, a write-off report will be submitted to the client contact and, if approved, electronically submitted to the City's contracted collection agency.

## Quality Assurance



We ensure compliance with local, state, and federal laws by continually educating ourselves on any changes or differences that may apply between jurisdictions. 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 to Medicare and Medicaid for the duration of the contract period. Furthermore, we will inform the City and the public of any significant changes to policies and procedure through emails, newsletters, conference calls, etc.

### Auditing

In addition to continuous training and quality control protocols, we perform audits continuously with seven independent auditors and a supervisor located in our office. They perform various audits including pre-billed claims, submitted claims, denied claims, etc. Wittman's internal auditing program scrutinizes all of our work to ensure records are not missing, minimum content criteria is preset, fee schedules are accurate and applied correctly, billing codes are appropriate and itemized charges are captured. Our auditing team reviews thoroughly a minimum 10% of the work that each employee completes during the week. Auditors randomly select accounts for audit based on production reports from the previous week. Our meticulous efforts are designed to ensure compliance (whether we are billing Medicare, Medicaid, private insurance, or patients) focusing on every step from initial billing, account follow up, and the posting of payments. Additionally, we audit charges, credits, level of service, schedules, payers, customer service quality and thoroughness, and provide key feedback to customer service representatives and management staff. Each Wittman Enterprises department is evaluated from their own specific auditing form in regards to job functions and their effectiveness at meeting quality, compliance and productivity standards. If any anomalies are identified through our auditing efforts, we devote the necessary resources to pinpoint areas for improvement and revise protocols, retrain staff, and test solutions to avoid future refrains. Finally, all new hire staff are continually audited until their audits regularly reach a consistent 95% success rate. Positive audit results are linked directly to our strong procedures and processes, training, and form our rigorous internal auditing program.

In our 27 years in business Wittman Enterprises, LLC has never received a negative external audit. 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 and encourage the City, Fire Department, and its authorized agents to inspect and audit all data and records relating to our performance under the contract. Wittman Enterprises is always at your disposal during any audit procedure, ensuring immediate compliance with request for information.

### Key Performance Indicators

Tracking and examining accounts receivable, and *Payment Average* (revenue) are useful tools helping us judge how “quickly” and efficiently we are getting our clients their maximum and legal reimbursements. This doesn’t work as well as a snapshot in time but rather as a comparison tool from period to period. Additionally, A/R Days are monitored regularly to ensure the most consistent and effective results possible, analyzing how long it takes from the billing date to when we receive payment on your behalf. In this example, the account’s *A/R Days* are calculated by:

- Getting the Average Charge per Day: last 3 months charges divided by the number of days in those 3 months;

February	March	April	Total Charges for the 3 Months	# of Days in this 3 Month Period
\$486,938	\$529,350	\$490,601	\$1,506,889	92

- and Dividing the A/R Balance by the Average Daily Charge, giving us how many days of charges are outstanding.

Average Charge per Day	A/R Balance	A/R Days
\$16,379.23	\$1,022,531	62

When the work is being managed appropriately your outstanding A/R should not usually be more than three months of charges. Much of this key information will be provided in your Year-to-Date Revenue Report along with several other Key Performance Indicators (KPIs).

Additionally, our operations director uses department KPIs to analyze trends, performance, and to address any anomalies before they become issues.

#### Billing Department

- Trending of Transports
- Month-End Report Comparisons and Reconciliations

#### Cash Receipts Department

- Payments monitored for timeliness and unusual trends
- Refunds Trending

#### Customer Service Department

##### Workflow Timeliness

- Hospital Data Exchange
- Mail Returns
- Private Mail
- Medicare Signatures
- Missing or incorrect phone numbers

## Project Reporting

### Clear and Concise Reporting

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

## Meeting Reporting Requirements

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

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

## Reporting Library

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

- |  |                                  |
|--|----------------------------------|
| ✓ Management Summary                   | ✓ Ticket Survey Summary by Payer |
| ✓ Incident Survey Summary by Trip Date | ✓ Year-To-Date Revenue           |
| ✓ Aging: Current Payer (aging data)    | ✓ Cash Receipts Summary          |
| ✓ Credit Summary                       | ✓ Activity Summary by Vehicle    |
| ✓ Activity Summary by Payer            | ✓ Refund Report                  |

## Meeting Monthly Reporting Requirements

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

- A/R Aging Report: This report can be either a detail or summary report based on trip date (date of service), patient, or payer. It can be customized to track a specific payer or payers and date ranges and lists how many ambulance claims are still outstanding for any given time period.
- Ticket Survey Report: Detail or Summary can be run by date of service, payer or patient or combination thereof. Ticket Surveys are used to provide the number of accounts input into the system in a given month and under the payer mix category. This information provides revenue projection information and can be used to verify that all tickets sent have been received.
- Year-to-Date Revenue Report: This report provides a snapshot of the last twelve months at any time. It offers totals in all categories including Medicare and Medicaid write-downs, monthly amount of delinquent accounts and refund amounts. It is a very effective performance analysis tool in monitoring our performance as it reflects our ongoing collection rate, both gross and net, for a twelve-month period.
- Management Summary Report: The report is run by fiscal year. It provides an accounting by financial class of total trips and dollars billed each month, with a cumulative year-to-date tracking. It also provides an accounting of the dollars received each month by financial class with a cumulative year-to-date tracking.

- Ad Hoc Reports: On-demand reports are our specialty and are provided at no additional charge. Our billing software collects and tracks numerous data elements whether input manually or electronically downloaded. From the large data field our ad hoc reports are available and on-line for Carson City review and can contain month-end and real-time information as required.

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

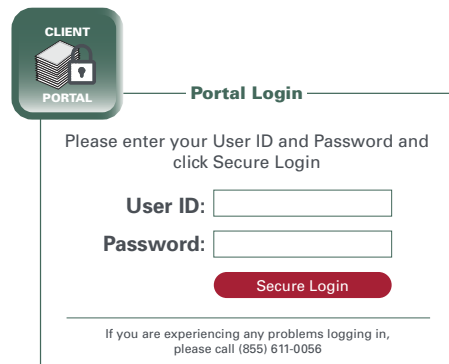
## Project Tools

### Client Portal and Electronic Dashboard

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

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

### Client Portal



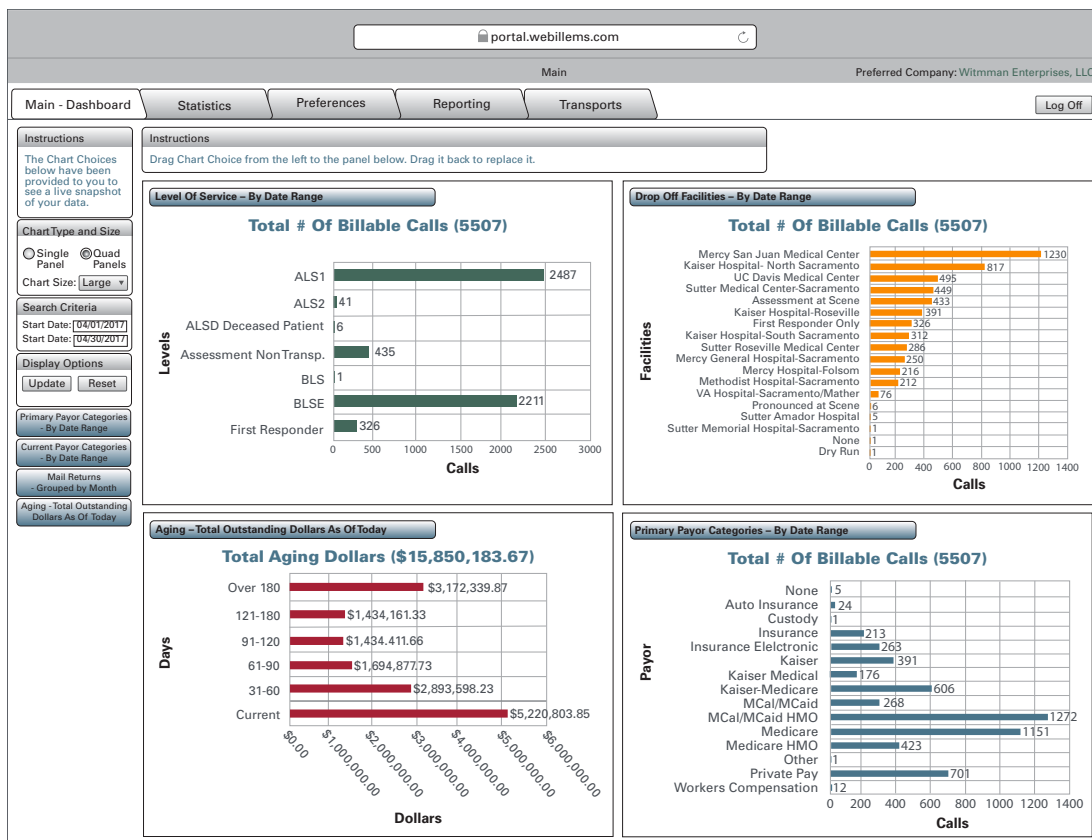
### Secure email

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

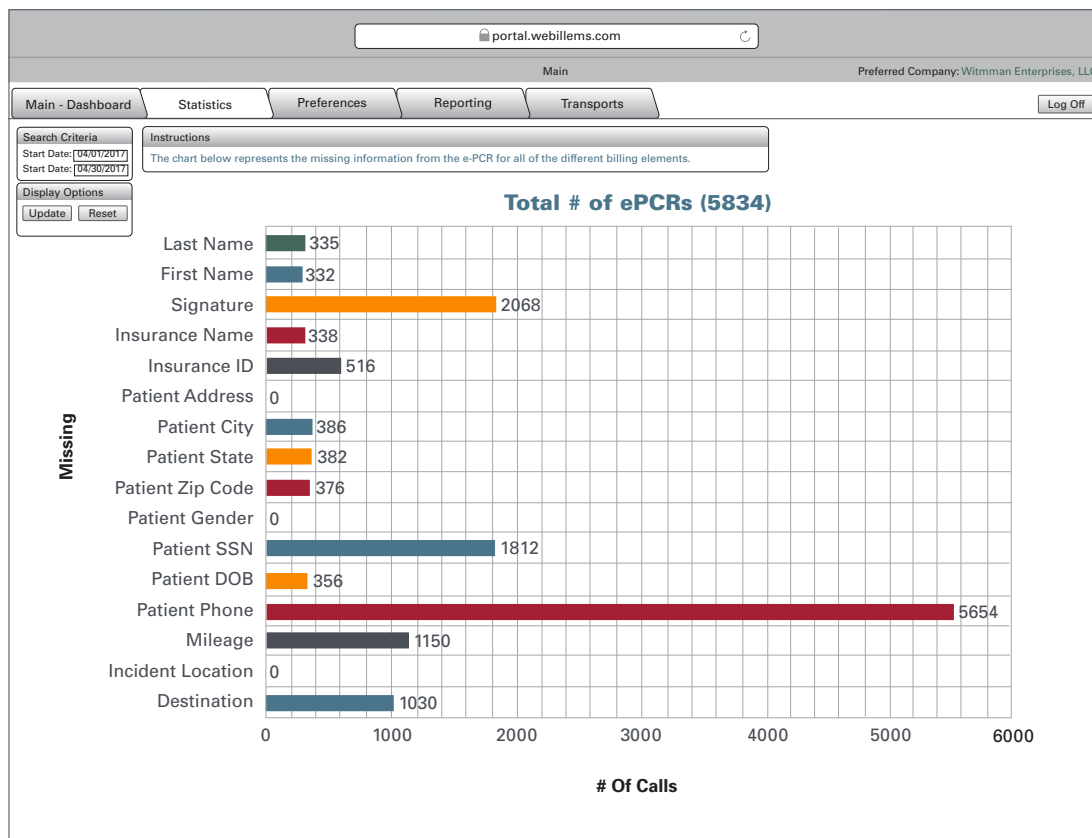
### File Transfer Protocol (FTP) Access

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

# Client Portal – Main Dashboard



# Client Portal – Statistics



# Client Portal – Preferences

portal.webillems.com
⌂

Preferences
Preferred Company: Wittman Enterprises, LLC

Main - Dashboard
Statistics
Preferences
Reporting
Transports
Log Off

**Instructions**

Click the Change Button, then enter your changes and then click on the "SAVE" button. To cancel your changes, click the "CANCEL" button.

**Instructions**

If you have more than one company, click on the name that you want as your preferred company.

**Instructions**

Please select up to 10 charts to display on the Main – Dashboard and click the update button.

**Customer Information**

Note Name:

Email-Login ID:  Change

Password:  Change Show

Default Tab: Main – Dashboard Update

Default Ticket Search: Date Of Service Update

**Assigned Companies**

Wittman Enterprises, LLC

**Chart Choices**

Primary Payor Categories – By Date Range

Ticket Status – By Date Range

Current Payor Categories – By Date Range

Level Of Service – By Date Range

Drop Off Facilities – By Date Range

Mail Returns – Grouped By Type

Aging – Total Outstanding Dollars As Of Today

Payment Average – From First Bill To First Payment By Date Range For All Payors

**System Information**

Wittman Go Live: 5/12/2017    Account Created: 5/12/2017

Last Login: 6/27/2017    Last Password Reset: 6/27/2017

Users Guide: [Click Here...](#)

**Contact Names/Email Links**

Account Representative: [Heather Montano](#)

Cash Representative: [Pakou Vang](#)

Billing Representative: [Sharon Haney](#)

**Access Levels**

Customer Information: <span style="color: green; font-weight: bold;">Yes</span>	View/Print Statement: <span style="color: green; font-weight: bold;">Yes</span>	Main Tab: <span style="color: green; font-weight: bold;">Yes</span>
Billing Information: <span style="color: green; font-weight: bold;">Yes</span>	View/Print Invoice: <span style="color: green; font-weight: bold;">Yes</span>	Statistics Tab: <span style="color: green; font-weight: bold;">Yes</span>
Trip Notes Information: <span style="color: green; font-weight: bold;">Yes</span>	View/Print Receipt: <span style="color: green; font-weight: bold;">Yes</span>	Reporting Tab: <span style="color: green; font-weight: bold;">Yes</span>
Customer History Information: <span style="color: green; font-weight: bold;">Yes</span>	View PCR: <span style="color: green; font-weight: bold;">Yes</span>	Transport Tab: <span style="color: green; font-weight: bold;">Yes</span>
Services Information: <span style="color: green; font-weight: bold;">Yes</span>	View PCR Only: <span style="color: red; font-weight: bold;">No</span>	Month End Tab: <span style="color: red; font-weight: bold;">No</span>
Diagnosis & Alerts Information: <span style="color: green; font-weight: bold;">Yes</span>	Collection Agency: <span style="color: red; font-weight: bold;">No</span>	Download Tab: <span style="color: red; font-weight: bold;">No</span>
Trip History Information: <span style="color: green; font-weight: bold;">Yes</span>	Profit Centers Only: <span style="color: red; font-weight: bold;">No</span>	



portal.webillems.com

Main
Preferred Company: Wittman Enterprises, LLC

Main - Dashboard
Statistics
Preferences
Reporting
Transports
Log Off

**Instructions**

Select a report to view below and then choose your options and then click Display Report.

**Report Selector**

- Activity Summary by Payor Category
- Activity Summary by Vehicle
- Activity Summary Grouped by Vehicle
- Aging Detail by Current Payor
- Call Type Count by Patient Age
- Cash Receipts Journal by Date Posted
- Cash Receipts Journal SubReport
- Charge List
- Charge Type Detail
- Chief Complaint Count by Client Age
- Closing Balance Summary
- Credit Type Detail
- Dry Run Report
- Month End Sales Journal Detail
- Patients under 18
- Ticket Survey by Payor Category
- Ticket Survey Detail by Trip Date
- Ticket Survey Summary by Trip Date

**Report Description**

This trip date-based accounting report, which is grouped by primary payor, displays all charges and credits, as well as balance and average totals.

**Search Criteria**

Start Date: 04/01/2017 \*Required

Start Date: 04/30/2017 \*Required

**Display Options**

Display Report    Start Over

**Report Viewer**

Report Run On: 6/29/17 at 3:17:05 PM

## Sample Company Name

Activity Summary Payor Category: (Date From: 04/01/2017–04/30/2017)

**Profit Center: [none]**

Payor Category	# of Trips	Gross Charge	Contr.Allow	Net Charges	Rev. Adj.	Payments	Write-Offs	Refunds	Balance	Average
Insurance	903	1,621,707.06	30,122.52	1,591,584.54	0.00	996,686.20	275.58	5,008.92	599,631.68	1,762.55
Medicare	2,180	4,430,100.50	3,481,092.99	949,007.51	1,002.97	846,496.07	1,102.32	415.43	100,821.58	435.32
Medi-Cal/Medicaid	1,716	3,064,905.84	2,805,268.64	259,637.20	-0.89	178,183.58	23,009.93	145.67	58,590.25	151.30
Private	707	845,906.94	0.00	845,906.94	2,161.53	27,640.02	46,531.35	0.00	769,574.04	1,196.47
Custody	1	1,735.91	1,337.77	398.14	0.00	398.14	0.00	0.00	0.00	398.14
<b>Sub-Totals for: [none]</b>	<b>5,507</b>	<b>\$9,964,356.25</b>	<b>\$6,317,821.92</b>	<b>\$3,646,534.33</b>	<b>\$3,163.61</b>	<b>\$2,049,404.01</b>	<b>\$70,919.18</b>	<b>\$5,570.02</b>	<b>\$0.00</b>	<b>\$398.14</b>

Report Courtesy of Wittman Enterprises, LLC Page 1 of 3

# Client Portal – Transports

portal.webillems.com

Main Preferred Company: Wittman Enterprises, LLC

Main - Dashboard Statistics Preferences Reporting Transports Log Off

**Search Options**

- Date Of Service
- Customer Name
- Incident Number
- Run Number
- Social Security Number
- Date Of Birth

**Search Criteria**

- Partial (Slower Result Time)
- Exact (Faster Result Time)

First Name:

Last Name:

**Display Options**

- Show Zero Balance Calls
- Cancelled Calls Only
- Show Tickets Continuously

Display Calls Reset

**Search Results**

Page 1 of 2

Job	Profit Center	Date of Service	Run Number	Incident Number	Customer Name (Last, First)	Date of Birth	Balance Due
0001-A		2015-10-26	293236	12314567	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-16	293236	12314566	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-09	293236	12314565	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-13	293236	12314564	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-23	303236	12314563	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-16	303236	12314562	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-30	313236	12314561	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-12	313236	12314560	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-04	323236	12314569	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-11	323236	12314568	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-29	323236	12314576	POWERS, NICOLE	1982-01-22	\$0.00
0001-A		2015-10-19	333236	12314588	POWERS, NICOLE	1982-01-22	\$0.00

# Client Portal – Transport Detail

portal.webillems.com

Main Preferred Company: Wittman Enterprises, LLC

Main - Dashboard Statistics Preferences Reporting Transports Transport Detail Log Off

**Customer Information**

Company Name: <input type="text" value="Wittman Enterprises, LLC"/>	Service Date: <input type="text" value="10/09/15"/>	Statement
Customer Name: <input type="text" value="Powers, Nicole"/>	Incident Number: <input type="text" value="1134567"/>	Invoice
Address: <input type="text" value="123 Jump St."/>	Run Number: <input type="text" value="293237"/>	Receipt
City, State & Zip: <input type="text" value="Rocklin, CA 95765"/>	Last 4 of SSN: <input type="text" value="6789"/>	Patient Care Report
Phone: <input type="text" value="(916) 232-1234"/>	Transporting Age: <input type="text" value="33"/>	Print Page
Date of Birth: <input type="text" value="01/22/1982"/>		

Services Billing Diagnosis & Alerts Trip Notes Trip History Customer History

<p><b>Pick-Up Facility</b></p> <p>Facility: <input type="text" value="Mercy Medical Center - Merced"/></p> <p>Address: <input type="text" value="301 E 13th St."/></p> <p>City, State &amp; Zip: <input type="text" value="Merced, CA 95341"/></p> <p>Phone: <input type="text" value="(209) 385-7000"/></p>	<p><b>Drop-Off Facility</b></p> <p>Facility: <input type="text" value="Mercy Hospital - Bakersfield"/></p> <p>Address: <input type="text" value="2215 Truxton Ave."/></p> <p>City, State &amp; Zip: <input type="text" value="Bakersfield, CA 93301"/></p> <p>Phone: <input type="text" value="(661) 632-5000"/></p>
<p><b>Zones</b></p> <p>Response Zone: <input type="text" value="None"/></p> <p>Dispatch Zone: <input type="text" value="None"/></p>	<p><b>Profit Center</b></p> <p>Profit Center: <input type="text" value="None"/></p>
<p><b>Run Information</b></p> <p>Call Type: <input type="text" value="ALS1 Advanced Life Support"/></p> <p>Priority: <input type="text" value="Emergency"/></p> <p>Transport: <input type="text" value="Emergency"/></p> <p>Dispatch Comments: <input style="width: 100%;" type="text" value="This is a test."/></p>	

## Collections Portal

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

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

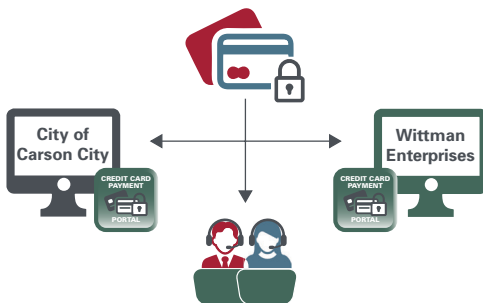
The connection is fully secure and available only with authorization from you. Authorized agencies only have access to those accounts sent to them for collection work.

## Additional Portals

All Portals are available 24 hours a day, 7 days a week. We respond to patient inquiries within one business day.



Provides patients with Portal access. Each invoice, statement, and letter mailed to patients provide a website link for them to access, login, provide insurance information, make a payment, or simply inquire about their bill.



We have created a Collections Portal for the most commonly requested items from collection agencies based on input from our clients. This portal provides: reviewing accounts electronically, printing invoices, printing patient care reports, and printing 1500 billing forms.

## ePCR Interface

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



**PART FOUR: PRICE**

### Cost Statement

Please keep in mind that we are committed to competitive fees for our clients; however, we are not typically the cheapest. As part of our business model we have chosen to charge our clients a fair market rate that allows us to maintain a superior level of service with a staffing level that provides both exceptional collection results and unmatched customer service. Reducing fees to “beat” the competition would mean that we cannot provide the level of customer service and performance on which our company is built. Wittman Enterprises generally outperforms our competitors by 10-20% in net collections to our clients’ bottom line (Please see “Carson City Performance History Comparison”, Appendix 1, p. 31). We will collect more for you than our competitors using our 27-year commitment to putting the right people to the task, doing the job thoroughly and doing it the right way, and at the same time providing the best in client and patient services.

### Cost Proposal

Wittman Enterprises, LLC is pleased to offer the City of Carson City all billing and collection functions, reporting requirements, and accounts receivable management (EMS Billing and Collection Services) described in this RFP response (including all postage and mailing costs) based on the following schedule. Additional optional services are available on request: pending discussion of scope, requirements, and estimate of fees.

Wittman Enterprises will provide complementary annual revenue enhancement training for EMS and financial staff upon request. This includes four (4) hours of teleconference, webinar or ZOOM/Skype-facilitated training, for Carson City general staff and six (6) hours for EMS management. Additional and/or onsite training as requested by the City of Carson City will be at a contracted rate of \$100 per hour (personnel rate) plus associated travel expenses.

<b>Ambulance Billing and Collection Services</b>	<b>3.85% of net collections</b>
<b>Ambulance Membership Administration</b>	<b>\$9.00 per processed membership</b>
<b>Notice of Privacy Practice Distribution</b> <i>(OPTIONAL SERVICE)</i>	<b>Monthly invoiced pass-through cost</b>

### Billing and Collection Services

We are a full-service billing agency from the point of data entry to the last cent collected. Our fees contain the full range of EMS billing services described in this RFP response including:

- Accurate, efficient, and experienced billing staff
- Toll-free numbers (calls answered by real people)
- ePCR integration
- Each document confirmed, and screened
- Electronic billing to Participating Payers
- Billing Private Insurance
- Employee background checks
- Bilingual staff
- Client Liaison team
- Unlimited access to Client Portal
- Insurance finding and pre-verification
- Assignment authorization verification
- Destination hospital contact/patient demographics
- Personalized reporting program
- Relentless Claims Appeals team
- Lowest claims-per-staff ratio

CARSON CITY  
Fire Department

**BUSINESS ASSOCIATE ADDENDUM**  
(DATES HERE )

BETWEEN

CARSON CITY - Carson City Fire Department  
Herein after referred to as the "Covered Entity"

and

Wittman Enterprises, LLC  
Herein after referred to as the "Business Associate"

**PURPOSE.** In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

**WHEREAS,** Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
  2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
  3. **Covered Entity** shall mean the name of the Division listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
  4. **Parties** shall mean the Business Associate and the Covered Entity.

## II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations.

The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

#### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

#### 2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.



## V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.

2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

**COVERED ENTITY**

Carson City  
(Business Name)

777 S Stewart St  
(Business Address)

Carson City, NV 89701  
(City, State and Zip Code)

775-283-7193  
(Business Phone Number)

**BUSINESS ASSOCIATE**

Wittman Enterprises, LLC  
(Business Name)

11093 Sun Center Drive  
(Business Address)

Rancho Cordova, CA 95670  
(City, State and Zip Code)

(855) 611-0056  
(Business Phone Number)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

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