

**AGREEMENT FOR PROFESSIONAL  
AMBULANCE BILLING SERVICES  
BETWEEN CITY OF COALINGA  
AND WITTMAN ENTERPRISES, LLC**

This Agreement made effective on this **1st** day of **July 2018** (“Effective Date”), by and between **The City of Coalinga**, (“PROVIDER”) and **Wittman Enterprises, LLC**, (“W.E.”).

**RECITALS**

**WHEREAS**, PROVIDER desires to use the billing service offered by W.E. an independent contractor, as its agent for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES.

**WHEREAS**, concurrently with entering into this Agreement that parties are also entering into the HIPAA Business Associate Agreement (“HIPAA Agreement”), attached hereto and incorporated by this reference as though fully set forth herein; and

**WHEREAS**, this Agreement is the “UNDERLYING Agreement” as defined by and reference in the HIPAA Agreement.

**WITNESSETH**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**1. TERM:** This Agreement shall commence on the Effective Date and it shall continue in full force and in effect until it is terminated by either party, giving ninety (90) days advance written notice to the other party.

**2. SCOPE OF SERVICES:** W.E. will perform services as set forth detailed in this section. PROVIDER understands, agrees to, and accepts that W.E. has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that W.E. relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

**2.1 Private Billing** W.E. to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 x 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within four (4) days of receipt of transport tickets. The Patient may also have the option to receive billing electronically. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient’s family. If they receive no answer on this call,

W.E will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

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

**2.2 Medicare and Medi-Cal:** W.E. will prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries within seven (7) days of receipt patient documentation.

All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

**2.3 Workers' Compensation and Private Insurance:** W.E. to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by W.E.

**2.4 Delinquent Claim Handling:** Telephone follow up at a minimum of 3 calls will continue to the patient until payment in full is received, acceptable payment arrangements are established or account is returned to the PROVIDER for collection or other handling. W.E. will provide PROVIDER a report listing all accounts that have been inactive for five (5) months in a format specified by PROVIDER.

**2.5 Receipts Processing:** W.E. will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. W.E. shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER.

**And/Or**

W.E. will receive electronic copies of payments deposited by PROVIDER and post those payments to the correct patient account within one (1) day of receipt.

All credit card fees incurred through payment processing will be the responsibility of the PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

**2.6 Refunds:** W.E. will research and verify all overpayments. If a refund is required, W.E. will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to specified party and will send an

electronic copy to W.E., to be posted to the Patients account within 24 hours.

**2.7 Reports:** Monthly, W.E. will perform accurate month end close procedures that will result, as a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to PROVIDER on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month

**2.8 Source Documents:** W.E. will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER's expense.

**3. COMPENSATION AND PAYMENT:** W.E. will provide the billing services as stated for a fee as outlined in 3.1. W.E. will invoice PROVIDER at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by W.E. within thirty (30) calendar days of the invoice date.

**3.1 FEES:**

- |                     |                          |
|---------------------|--------------------------|
| (a) Per trip fee of | 4.6% of net collections; |
| (b) Monthly reports | Included                 |

W.E. will provide PROVIDER financial information for EFT payment of invoices.

**4. FINANCE CHARGE:** W.E. invoices unpaid by more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

**5. AGENCY RELATIONSHIP** W.E. is an independent billing service contractor and PROVIDER specifically designates W.E. as its agent for the purpose of performing the services described in Section 11 of this Agreement. W.E. and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by W.E. on behalf of PROVIDER only so long as this Agreement remains in effect.

**5.1 Liaison:** PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

**5.2 Coordination of Services:** The W.E. and PROVIDER mutually agree that person(s) who have knowledge of this agreement and the legal capacity to comply with this agreement shall be available for conference at all regular business hours (Pacific Time). Each party agrees that during a time that this agreement is in effect, the responsible contact person(s) will be

available at all regular business hours (Pacific Time) for communication or other matters of this agreement. The current contact information as of the signing of this agreement is:

Primary Contact for W.E.

Stephanie Cooper-Noe  
Client Liaison  
11093 Sun Center Drive  
Rancho Cordova, CA 95670  
916-669-4607  
[scooper-noe@webillems.com](mailto:scooper-noe@webillems.com)

Primary Contact for PROVIDER

Dwayne Gabriel  
Fire Chief  
300 W. Elm Street  
Coalinga, CA 93210  
559-935-1652  
[dgabriel@coalinga.com](mailto:dgabriel@coalinga.com)

**5.3 Training:** W.E. will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management. Additional training as requested by PROVIDER at a contract rate of \$85.00 per instructional hour. Additional onsite training as requested by PROVIDER at a contract rate of \$100.00 per hour plus travel expenses.

**6. PERFORMANCE MONITORING:** W.E. agrees to allow PROVIDER, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.

**7. COMPLYING WITH THE LAW:** W.E. shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

**8. INSURANCE:** W.E. will maintain in force throughout the term of this Agreement the following insurance:

- (a) General Liability Insurance, 3,000,000 aggregate
- (b) Professional liability insurance, 1,000,000
- (c) Workers Compensation insurance, 1,000,000.

**9. INDEMNIFICATION AND HOLD HARMLESS**

W.E. hereby agrees to indemnify, defend, and save harmless PROVIDER, its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of W.E., its officers, or employees.

PROVIDER hereby agrees to indemnify, defend, and save harmless W.E., its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of PROVIDER, its officers, or employees.

**9.1 W.E. LIMITED LIABILITY:** W.E. shall use due care in processing the claims of the PROVIDER, but W.E. will be responsible only to the extent of correcting any errors which occur within W.E.'s reasonable control; such errors will be corrected at no

additional charge to PROVIDER. Damages to PROVIDER for errors in the processing of claims shall be limited to the total compensation that would have been received with the services provided under this agreement, and shall not include any contingent liability, regardless of the form of action. Any potential instances that might qualify under this language will be investigated and negotiated on a case-by-case basis. This paragraph in no way limits indemnification to third parties as addressed above.

**10. W.E. SERVICES AND RESPONSIBILITIES:** W.E. shall perform the following services for PROVIDER:

- (a) screen, prepare, and submit claims to any and all payors including but not necessarily limited to individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
- (b) track and trace all claims submitted,
- (c) resubmit or otherwise resolve denied or disallowed claims,
- (d) retain all source documents for 72 months,
- (e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
- (f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of W.E.
- (g) conduct all contact and correspondence with beneficiaries or responsible parties.

**11. PROVIDER RESPONSIBILITIES:** Provider shall have the following responsibilities to W.E.:

- (a) Provide W.E. with the proper documentation necessary to prepare claims and reach final adjudication,
- (b) Provide W.E. with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for W.E. to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.
- (c) Obtain patient signature or patient representative signature on trip ticket or indicate why unable to obtain signature.

**12. DISPUTES:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

**13. EXCUSE OF NON-PERFORMANCE:** Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

**14. DISENGAGEMENT AGREEMENT:** Upon termination of the contract, W.E. will continue to perform billing services to the date agreed upon as the termination date. W.E. will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER's expense.

**15. NOTICE:** Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

**Wittman Enterprises, LLC**

Corinne Wittman-Wong, CEO  
11093 Sun Center Drive  
Rancho Cordova, CA  
Email [cwittmanwong@webillems.com](mailto:cwittmanwong@webillems.com)

**PROVIDER:**

Dwayne Gabriel, Fire Chief  
300 W. Elm Avenue  
Coalinga, CA 93210  
Email [dgabriel@coalinga.com](mailto:dgabriel@coalinga.com)

Copy to: Jon Riese, Esquire  
Signature Law Group  
3400 Bradshaw Road Ste. A-4A  
Sacramento, CA 95827  
(916) 290-7616

**18. ENTIRETY:** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall

any provision give any third persons any rights of subrogation or action over against any party to this Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first herein above written.

WITTMAN ENTERPRISES, LLC

CITY OF COALINGA

By:

By:

\_\_\_\_\_  
Corinne Wittman-Wong, CEO (Date)

\_\_\_\_\_  
(Signature) (Date)