



# Ross Valley Paramedic Authority

## MEMBER AGENCIES

Town of Corte Madera  
Town of Fairfax  
Kentfield Fire Dist.  
City of Larkspur  
County of Marin  
Town of Ross  
Town of San Anselmo  
Sleepy Hollow Fire Dist.

## **\*NOTICE OF SPECIAL MEETING\* BOARD OF DIRECTORS MEETING**

Wednesday, May 30, 2018 @ 6:30 p.m. Kentfield Fire District  
1004 Sir Francis Drake Blvd. Kentfield, CA 94904

1. Call to Order- Board Chair
2. Roll Call- Executive Officer
3. Pledge of Allegiance – Board Chair
4. Open Time for Public Input. Members of the Public have an opportunity to comment on items not on tonight's agenda. Each member of the public has two minutes in which to speak. Board members and staff are not able to engage in dialogue, answer questions or act on any of the items brought forward. At the Board's discretion, matters brought forth may be placed on a future agenda.
5. Review and approve Meeting Minutes: Staff recommends that the Board approve the meeting minutes from the May 3, 2017 meeting.
6. NEW BUSINESS
  - a. Adoption of FY 2018-19 Budget by resolution. *Recommendation: Adopt resolution and subsequent FY 18-19 budget.*
  - b. Adoption of ambulance service fees by resolution. *Recommendation: Adopt resolution and subsequent ambulance service fees.*
  - c. Tax Renewal proposal for consideration by JPA member agencies. *Recommendation: Accept finance committee's recommendation regarding tax rate and subsequent resolution and ballot language for 4-year term to be included in the November 13, 2018 General Election by member agencies.*
7. OLD BUSINESS
  - a. Ambulance Billing Provider: *Recommendation: Authorize Executive Officer to enter into an ambulance billing agreement with Wittman Enterprises for 3.99% of net collectibles.*
8. Announcements/Future Agenda Items.
9. Adjournment.

Submitted, /s/ Jason Weber, Executive Officer

This agenda was posted in accordance with #54954.2 and #54954.3 of the Government Code. AMERICAN SIGN LANGUAGE INTERPRETERS AND ASSISTIVE LISTENING DEVICES MAY BE REQUESTED BY CALLING (415)473-4100 AT LEAST 72 HOURS IN ADVANCE. COPIES OF DOCUMENTS ARE AVAILABLE IN ACCESSIBLE FORMATS UPON REQUEST.

**Availability of Documents:** Any writings or documents provided to a majority of the RVPA regarding any item on this agenda will be made available for public inspection at the Customer Service Counter at Marin County Fire Department Woodacre Station 33 Castlerock Ave, Woodacre 94973, during normal business hours.

THE BOARD OF DIRECTORS OF  
THE ROSS VALLEY PARAMEDIC AUTHORITY  
Held a meeting:  
6:30 p.m. Thursday, May 3, 2018  
Kentfield Fire District  
1004 Sir Francis Drake Blvd., Kentfield, CA. 94904

1. Call to Order- Chair Finn called the meeting to order at 6:30 p.m.
2. Roll Call  
Board Member Attendance: Chair Finn, Corbet, Hillmer, Reed  
Absent: Hart, Przybylski, Ravasio  
Staff: Weber, Froneberger, Price-Fair, Shurtz, McTigue

3. Pledge of Allegiance

4. Open Time for Public Input

There were no comments.

5. Review and/or approve Meeting Minutes: From March 1, 2018

M/s, Hillmer/Corbet, to approve the minutes of March 1, 2018 as submitted.  
Ayes: All    Absent: Hart, Przybylski, Ravasio

6. NEW BUSINESS

- a. Novato Fire District ambulance billing termination

Executive Officer Weber presented a staff report. He noted the effective termination date was July 31<sup>st</sup>. He met with representatives from Corte Madera and the County of Marin to develop a Request for Proposal (RFP) and look at their options collectively. The change would probably take longer than 60 days since options are limited. Battalion Chief McTigue was looking at costs and whether to switch to a "per ticket" cost or go with a percentage based cost. He would come back to the Board next month with a recommendation and a request to take action.

Boardmember Reed stated there was an advantage to getting everybody on the same page. That makes sense.

Executive Officer Weber stated the change could be done without any negative impacts to the budget and at the beginning of the fiscal year. The initial switch from Wittman and Associated was an effort to save money and not because they were dissatisfied with the service.

Chair Finn stated he had one concern- they were uniquely vulnerable because there were a number of agencies leaving one provider and trying to get their data imported to a new provider could be a problem. Glitches can occur with big data transfers. He did not want to have to “get in line” to get the help they need. Executive Officer Weber stated Novato plans to stay on for 90 days to work the accounts. Chair Finn asked if reformatting the data would be a problem. Battalion Chief McTigue explained how this would occur and stated it should not be a problem. “Turning it on” would be quick.

b. Review of proposed FY 2018/19 budget

Executive Officer Weber presented a staff report. Revenues are keeping pace and are as expected. They left the ambulance revenue at neutral due to the upcoming changes and uncertainties. He would come back to the Board next month with a recommended baseline adjustment. Staff anticipates a year end fund balance of around \$150,000. This balanced budget has been reviewed by the Finance Committee. He will bring this item back to the Board next month for approval.

c. Confirmation of Parcel Tax for FY 2018/19

Executive Officer Weber presented a staff report. Each agency must submit its resolution to the County Assessor’s Office prior to the end of the fiscal year.

There were no questions or comments from the Board.

7. OLD BUSINESS

a. Form 700 compliance

Executive Officer Weber presented a staff report.

There were no questions or comments from the Board.

8. CQI Reports

a. Marin County

Ms. Price-Fair gave a report that included the following statistics: 1) Levels of Service; 2) Response by City; 3) Transport Disposition; 4) Non-Transports; 5) Transports by Destination; 6) Stroke Alerts; 7) Cardiac Arrests; 8) STEMI Summary. Call volumes were up for January, February, and March. The majority of calls are ALS with transports to Marin General or Kaiser. She briefly discussed the statistics from last year regarding local law enforcement’s use of AED’s (4 cases) and initiating CPR (5 cases). Ms. Froneberger stated there were a total of 10 cardiac cases in the County- 4 survived. Six of the ten cases were initiated by the Central Marin Policy Authority.

## b. Town of Corte Madera

Ms. Froneberger gave a report that included the following statistics: 1) Levels of Service; 2) Response by City; 3) Transport Disposition; 4) Non-Transports; 5) Transports by Destination; 6) Stroke Alerts; 7) Cardiac Arrests; 8) STEMI Summary. She noted there was nothing exceptional in the report (except the logo). There were more ALS calls. The Survivor's Dinner would be held in a couple of weeks with seven survivors in attendance including three cardiac arrests, and one rattlesnake bite. She reiterated the importance of CPR and AED use. She noted the data program remains a challenge. She talked about stroke care and a new procedure called "clot retrieval" which can only be used in about 3% of patients. However, the results were amazing.

Battalion Chief McTigue discussed the upcoming changes in the PCR system. They are switching over to a new program called Image Trend. All paramedics and EMT's have received training. It is a robust program that will allow them to be completely paperless by June 1st. Executive Officer Weber stated the EMS agency was implementing this for the County. He briefly discussed the policy updates that staff is currently working on. He discussed other changes in the works.

Chair Finn stated it was great to hear reports from the field.

### 9. Review RVPA Expense Sheet

Executive Officer Weber presented a staff report. He stated the expenses were status quo.

There were no questions or comments from the Board.

### 10. Transport Billing Data Review

Executive Officer Weber presented a staff report. He noted the "peaks and valleys" have yet to be explained. They are trending within \$11,000 of collectables. This is acceptable and stable.

There were no questions or comments from the Board.

### 11. Announcements/Future Agenda Items/Adjournment

Executive Officer Weber stated the Board might need to meet in a Special Meeting soon regarding the future four year assessment.

Chief Shurtz reported Boardmember Ravasio was at the Vallejo Kaiser facility but was expected to be discharged on Monday.

Chair Finn reported on several legislative items. SB 1305 exempts EMS providers from liability if they administer care to dogs and cats. The agency has

to expressly authorize personnel to render such services. Executive Officer Weber stated this would probably be done Countywide through the EMS agency for consistency. Chair Finn reported SB 944 allows agencies to establish a community paramedicine program. Establishment of the program would entitle the agency reimbursement for costs in connection with the program. AB 2118 would create a new intergovernmental transfer program for MediCal transportation providers. It provides supplemental reimbursement for MediCal to the extent that an agency comes up short. He asked staff to keep the Board updated.

12. Adjournment- Chair Finn adjourned the meeting at 7:15 p.m. The next Board meeting would be Thursday, June 7, 2018

Respectfully submitted,

Toni DeFrancis  
Recording Secretary

# RVPA Staff Report

TO: RVPA Board

FROM: Jason Weber, Executive Officer

SUBJECT: Presentation of Final Budget for FY 2018-19

MEETING DATE: May 30, 2018

## DISCUSSION

The preliminary – RVPA draft budget for the 2018-19 fiscal year was presented at the May 3, 2018 meeting. A more comprehensive budget document is now provided for your review. As mentioned, the Revenue portion of the budget reflects anticipated revenues based on the property tax increasing to \$75 per living unit per 1,500 square feet of structure developed parcel in non-residential use. Projected transport billing revenue is also provided.

As noted at the May 3<sup>rd</sup> meeting, staff is proposing the following changes that are considered routine:

1. Adjustment for the Marin County Fire Contract at (\$40k)
2. Adjustment to the Larkspur Engine Company Medic program within their allotted figures (\$17k)
3. Adjustment to the Ross Valley Engine Company Medic program within their allotted figures (\$37k)
4. Increase in budgeted revenues \$126,137

It should be noted that our budget is operating without the use of reserves to balance. Your board will also be presented with a capital purchase replacing the ambulance at your July meeting (cost estimates \$215-260K).

## STAFF RECOMMENDATION

Adoption of the 2018-19 Budget.

Ross Valley Paramedic Authority  
Proposed 2018-19 Budget

Fund	Account Number	Account Name	Account Type	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-19 Total
				Total Activity	Total Activity	Total Activity	Total Activity	Total Budget Bud 2017-18	proposed budget
705	705-1204-101004	INVESTMENT EARNINGS	Revenue	(2,172.38)	(2,013.14)	(3,695.01)	(6,210.48)	(2,200.00)	(2,200.00)
705	705-1205-200002	KENTFIELD FIRE DIST	Revenue	(136,765.00)	(144,982.50)	(161,673.00)	(178,188.50)	(196,143.00)	(211,834.44)
705	705-1205-200003	CITY OF LARKSPUR	Revenue	(364,512.40)	(386,841.30)	(434,063.60)	(480,789.40)	(526,000.00)	(568,080.00)
705	705-1205-200004	COUNTY SER AREA 27	Revenue	(36,153.50)	(38,343.50)	(42,615.50)	(47,106.00)	(50,750.00)	(54,810.00)
705	705-1205-200007	TOWN OF FAIRFAX	Revenue	(180,833.00)	(191,896.00)	(214,312.00)	(236,665.00)	(260,036.00)	(280,838.88)
705	705-1205-200009	TOWN OF ROSS	Revenue	(46,356.50)	(49,227.50)	(54,912.00)	(60,648.00)	(66,535.00)	(71,857.80)
705	705-1205-200010	SLEEPY HOLLOW FIRE DIST	Revenue	(44,231.00)	(46,970.00)	(52,448.00)	(57,926.00)	(63,250.00)	(68,310.00)
705	705-1205-200013	SAN ANSELMO	Revenue	(289,123.50)	(307,438.00)	(343,283.85)	(379,019.33)	(414,000.00)	(447,120.00)
705	705-1207-103000	OTHER REVENUE	Revenue	-	(2,215.00)	(882.79)	(5,265.57)	-	-
705	705-1207-103005	TRANSPORT BILLING	Revenue	(729,253.33)	(660,869.91)	(920,019.67)	(823,668.03)	(796,000.00)	(796,000.00)
705	705-1308-109006	DISPOSITION OF PROPERTY	Revenue	-	-	-	-	-	-
705	705-9999-359001	TRANSFER FROM RESERVES	Revenue	-	-	-	-	-	-
Total				(1,829,400.61)	(1,830,796.85)	(2,227,905.42)	(2,275,486.31)	(2,374,914.00)	(2,501,051.12)

Fund	Account Number	Account Name	Account Type	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
				Total Activity	Total Activity	Total Activity	Total Activity	Total Budget	Total Budget
705	705-0046-000-003000	PART TIME	Expense	4,950.00	3,100.00	4,940.00	4,660.00	7,000.00	7,000.00
705	705-0046-001-012001	FINANCIAL & ADMINISTRATIVE SERVICES	Expense	45,750.00	46,240.00	42,710.00	47,323.00	47,326.00	47,326.00
705	705-0046-001-012003	ALS BACK UP	Expense	119,372.82	126,603.24	102,687.50	50,721.89	62,500.00	62,500.00
705	705-0046-001-012012	CONSULTANT	Expense	-	910.00	2,345.00	450.00	5,000.00	5,000.00
705	705-0046-001-012031	PHYSIO-CONTROL	Expense	17,992.32	26,379.60	28,761.38	-	71,000.00	9,000.00
705	705-0046-001-012038	TRANSPORT BILLING FEES	Expense	40,810.49	34,000.54	54,337.54	46,991.37	50,000.00	50,000.00
705	705-0046-001-012039	PARCEL TAX TRANSFER TO CM	Expense	27,378.00	(15,795.00)	-	14,076.00	8,000.00	8,000.00
705	705-0046-001-016000	LEGAL SERVICES	Expense	728.74	350.00	-	-	12,000.00	12,000.00
705	705-0046-001-018000	COUNTY CONTRACT	Expense	1,296,368.60	1,334,482.02	1,396,408.97	1,434,179.44	1,473,083.04	1,513,153.74
705	705-0046-001-018001	CQI PROGRAM	Expense	-	-	-	-	-	0
705	705-0046-002-021000	AUTOMOTIVE FUELS	Expense	4,617.36	8,110.22	5,394.98	4,995.79	10,000.00	10,000.00
705	705-0046-002-024000	PRINTED & PHOTOGRAPHIC	Expense	-	-	11.95	-	1,000.00	1,000.00
705	705-0046-002-026000	OFFICE SUPPLIES	Expense	-	-	-	27.10	200.00	200.00
705	705-0046-002-028002	ENGINE MEDIC PROGRAM - RVFD	Expense	175,713.00	179,432.00	179,432.00	186,220.00	199,000.00	236,000
705	705-0046-002-028003	ENGINE MEDIC PROGRAM - LARKSPUR	Expense	67,500.00	67,500.00	76,250.00	102,500.00	120,000.00	137,000
705	705-0046-002-028004	EMS TRAINING/SUPPLY REIMB	Expense	70,735.91	78,872.66	31,077.00	137,827.10	90,000.00	90,000
705	705-0046-002-028010	DISPOSABLE MEDICAL SUPPLIES	Expense	55,542.72	46,013.00	77,716.32	64,097.89	75,000.00	75,000
705	705-0046-004-040000	POSTAGE	Expense	-	-	-	105.33	800.00	500
705	705-0046-004-042003	MISC	Expense	112.00	274.02	7.25	-	1,000.00	1,000
705	705-0046-005-053000	AUTOMOTIVE EQUIPMENT REPAIRS	Expense	16,038.25	5,258.43	3,784.13	4,681.14	4,500.00	4,500
705	705-0046-006-064000	INSURANCE/MISC	Expense	3,680.00	3,850.00	3,972.00	4,060.00	4,162.00	4,500
705	705-0046-007-070000	DUES/MEMBERSHIP/SUBSCRIPTION	Expense	-	-	-	-	-	0
705	705-0046-007-073004	ADJ TO BAL BUDGET	Expense	-	-	-	-	-	0
705	705-0046-007-073008	TAX COLLECTION SERVICE	Expense	8,317.00	9,313.21	7,924.00	7,920.99	8,000.00	8,000
705	705-0046-007-074000	RENT	Expense	12,734.99	40,164.18	27,445.52	28,131.66	28,834.95	30,000
705	705-0046-007-075002	PMTS TO OTHR AGENCIES	Expense	-	-	-	-	-	0
705	705-0046-008-087001	OTHER EQUIPMENT/BUILDING	Expense	859.19	666.86	827.90	861.90	2,000.00	2,000
705	705-0046-008-087002	EQUIPMENT REPLACEMENT	Expense	98,299.38	3,146.50	-	-	-	75000
705	705-0046-008-087008	OTHER EQUIPMENT	Expense	-	-	-	3,418.70	-	0
Total				2,067,500.77	1,998,871.48	2,046,033.44	2,143,249.30	2,280,405.99	2,388,679.74
(Fav)unfav				238,100.16	168,074.63	(181,871.98)	(132,237.01)	(94,508.01)	(112,371.38)

RESOLUTION NO. 01/18

ADOPTION OF BUDGET FOR FISCAL YEAR 2018/19

WHEREAS, the Ross Valley Paramedic Authority board has reviewed the budget for the fiscal year 2018/19:

NOW, THEREFORE BE IT RESOLVED that the budget outlined below be, and the same is hereby adopted as, and declared to be the adopted budget for the Ross Valley Paramedic Authority for fiscal year 2018/19 in the amount of \$2,388,679.74 appropriated as follows:

Ross Valley Paramedic Authority				
Proposed 2018-19 Budget				
Fund	Account Number	Account Name	Account Type	2018-19 Total proposed budget
705	705-1204-101004	INVESTMENT EARNINGS	Revenue	(2,200.00)
705	705-1205-200002	KENTFIELD FIRE DIST	Revenue	(211,834.44)
705	705-1205-200003	CITY OF LARKSPUR	Revenue	(568,080.00)
705	705-1205-200004	COUNTY SER AREA 27	Revenue	(54,810.00)
705	705-1205-200007	TOWN OF FAIRFAX	Revenue	(280,838.88)
705	705-1205-200009	TOWN OF ROSS	Revenue	(71,857.80)
705	705-1205-200010	SLEEPY HOLLOW FIRE DIST	Revenue	(68,310.00)
705	705-1205-200013	SAN ANSELMO	Revenue	(447,120.00)
705	705-1207-103000	OTHER REVENUE	Revenue	
705	705-1207-103005	TRANSPORT BILLING	Revenue	(796,000.00)
705	705-1308-109006	DISPOSITION OF PROPERTY	Revenue	
705	705-9999-359001	TRANSFER FROM RESERVES	Revenue	
		Total		(2,501,051.12)



Fund	Account Number	Account Name	Account Type	
705	705-0046-000-003000	PART TIME	Expense	7,000.00
705	705-0046-001-012001	FINANCIAL & ADMINISTRATIVE SERVICES	Expense	47,326.00
705	705-0046-001-012003	ALS BACK UP	Expense	62,500.00
705	705-0046-001-012012	CONSULTANT	Expense	5,000.00
705	705-0046-001-012031	PHYSIO-CONTROL	Expense	9,000.00
705	705-0046-001-012038	TRANSPORT BILLING FEES	Expense	50,000.00
705	705-0046-001-012039	PARCEL TAX TRANSFER TO CM	Expense	8,000.00
705	705-0046-001-016000	LEGAL SERVICES	Expense	12,000.00
705	705-0046-001-018000	COUNTY CONTRACT	Expense	1,513,153.74
705	705-0046-001-018001	CQI PROGRAM	Expense	0
705	705-0046-002-021000	AUTOMOTIVE FUELS	Expense	10,000.00
705	705-0046-002-024000	PRINTED & PHOTOGRAPHIC	Expense	1,000.00
705	705-0046-002-026000	OFFICE SUPPLIES	Expense	200.00
705	705-0046-002-028002	ENGINE MEDIC PROGRAM - RVFD	Expense	236,000
705	705-0046-002-028003	ENGINE MEDIC PROGRAM - LARKSPUR	Expense	137,000
705	705-0046-002-028004	EMS TRAINING/SUPPLY REIMB	Expense	90,000
705	705-0046-002-028010	DISPOSABLE MEDICAL SUPPLIES	Expense	75,000
705	705-0046-004-040000	POSTAGE	Expense	500
705	705-0046-004-042003	MISC	Expense	1,000
705	705-0046-005-053000	AUTOMOTIVE EQUIPMENT REPAIRS	Expense	4,500
705	705-0046-006-064000	INSURANCE/MISC	Expense	4,500
705	705-0046-007-070000	DUES/MEMBERSHIP/SUBSCRIPTION	Expense	0
705	705-0046-007-073004	ADJ TO BAL BUDGET	Expense	0
705	705-0046-007-073008	TAX COLLECTION SERVICE	Expense	8,000
705	705-0046-007-074000	RENT	Expense	30,000
705	705-0046-007-075002	PMTS TO OTHR AGENCIES	Expense	0
705	705-0046-008-087001	OTHER EQUIPMENT/BUILDING	Expense	2,000
705	705-0046-008-087002	EQUIPMENT REPLACEMENT	Expense	75000
705	705-0046-008-087008	OTHER EQUIPMENT	Expense	0
		Total		2,388,679.74
		(Fav)unfav		(112,371.38)

IT IS HEREBY CERTIFIED that the board of the Ross Valley Paramedic Authority duly introduced and regularly adopted the foregoing resolution at a special meeting on the 30<sup>th</sup> day of May 2018 by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

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Board President

ATTEST:

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Executive Officer

# RVPA Staff Report

TO: RVPA Board

FROM: Jason Weber, Executive Officer

SUBJECT: Adoption of Ambulance Service Fees

MEETING DATE: May 30, 2018

## DISCUSSION

In June of 2017 your board approved ambulance service fees that reflected costs for services. In alignment with growing operational costs and best practices, staff is recommending increasing fees to accurately reflect operational costs. These fees more closely align with like agencies in the County and region.

	ALS BASE RATE	BLS	TREAT/NO TRANSPORT	MILEAGE	OXYGEN	EXTRA ATTENDANT	WAIT TIME	1ST RESPONDER	ALS DISPOSABLE SUPPLIES	BLS DISPOSABLE SUPPLIES	IV SUPPLIES	12 LEAD EKG	3 LEAD EKG
MCFD	\$ 1,882.00	\$1,882.00	\$ -	\$ 48.15	\$124.97	\$ 125.50	\$ 69.20	\$ 375.00	\$ 363.67	\$ 303.67	\$ 79.90	\$ 285.00	\$ 156.48
RVPA	\$ 1,689.64	\$1,127.84	\$ 325.00	\$ 40.28	\$145.00	\$ 125.50	\$ 69.20	\$ -	\$ 363.67	\$ 303.67	\$ -	\$ 285.00	\$ 156.48
SMEMPS	\$ 1,882.43	\$1,882.43	\$ 425.16	\$ 48.14	\$124.97	\$ 125.50	\$ 69.20	\$ 375.00	\$ 363.67	\$ 303.67	\$ 79.90	\$ 285.00	\$ 156.48
Novato	\$ 2,447.16	\$2,447.16	\$ 552.70	\$ 62.58	\$162.46	\$ 163.15	\$ 89.96	UTO	\$ 472.77	\$ 394.77	UTO	\$ 370.50	\$ 203.42
Corte Madera	\$ 1,882.43	\$1,882.43	\$ 425.16	\$ 48.14	\$124.97	\$ 275.00	\$ 69.20	\$ 375.00	\$ 363.67	\$ 303.67	\$ 79.90	\$ 320.40	\$ 156.48
San Rafael	\$ 1,882.75	\$1,780.08	\$ 384.10	\$ 44.25	\$142.93	\$ -	\$ -	\$ 324.84	\$ -	\$ -	\$ -	\$ -	\$ -
Petaluma	\$ 1,557.00	\$1,117.00	\$ 584.00	\$ 32.00	\$128.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107.00	\$ 107.00
	ALS BASE RATE	BLS	TREAT/NO TRANSPORT	MILEAGE	OXYGEN	EXTRA ATTENDANT	WAIT TIME	1ST RESPONDER	ALS DISPOSABLE SUPPLIES	BLS DISPOSABLE SUPPLIES	IV SUPPLIES	12 LEAD EKG	3 LEAD EKG
RVPA Proposed Rate	\$ 1,882.00	\$1,882.00	\$ 425.16	\$ 48.15	\$145.00	\$ 125.50	\$ 69.20	\$ -	\$ 363.67	\$ 303.67	\$ 79.90	\$ 285.00	\$ 156.48

## STAFF RECOMMENDATION

Adopt proposed ambulance fees under resolution.

RESOLUTION NO. 02/18

ADOPTION OF AMBULANCE SERVICE FEES

WHEREAS, the Ross Valley Paramedic Authority board has reviewed the proposed ambulance service fees:

NOW, THEREFORE BE IT RESOLVED that the proposed fee schedule outlined below, is hereby adopted as, and declared to be the adopted fee schedule for the Ross Valley Paramedic Authority effective July 1, 2018 as follows:

Fee Type	Current Fee	Proposed Fee 7/1/18
ALS 2	\$1,594.00	\$1689.64
ALS	\$1689.64	\$1,882.00
BLS	\$1127.84	\$1,882.00
Mileage	\$40.28	\$48.15
Oxygen	\$145.00	\$145.00
Treat Non-Transport	\$325	\$425.16
First Responder	\$0	\$0
12 Lead	\$285	\$285
3 Lead	\$156.48	\$156.48
ALS Disposables	\$363.67	\$363.67
BLS Disposables	\$303.67	\$303.67
Extra Attendant	\$125.50	\$125.50
Wait Time	\$69.20	\$69.20

IT IS HEREBY CERTIFIED that the board of the Ross Valley Paramedic Authority duly introduced and regularly adopted the foregoing resolution at a special meeting on the 30th day of May 2018 by the following vote:

AYES: BOARDMEMBERS

NOES: BOARDMEMBERS

ABSENT: BOARDMEMBERS

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Executive Officer

# RVPA Staff Report

TO: RVPA Board

FROM: Jason Weber, Executive Officer

SUBJECT: Approve Ballot Language and Ballot Argument

MEETING DATE: May 30, 2018

## BACKGROUND

The matter of draft ballot language was brought before the finance committee for review. Staff has updated the language and drafted a resolution and staff reports for member agencies to utilize.

## DISCUSSION

Attached is final draft language for the Board to consider. The ballot statement is 68 words in length (must be 75 maximum); the argument is 277 words in length (must be 300 maximum).

## RECOMMENDATION

Discuss the final draft ballot materials and approve.

Ross Valley Paramedic Authority  
Proposed 2018-19 Budget

Fund	Account Number	Account Name	Account Type	2015-2016	2016-2017	2017-2018	2018-19 Total	2019-20	2020-21	2021-22	2022-23
				Total Activity	Total Activity	Total Budget Bud 2017-18	proposed budget				
								\$4 or \$79 or 5.5%	\$4 or \$83 or 5%	\$4 or \$87 or 4.8%	\$4 or \$91 or 4.5%
705	705-1204-101004	INVESTMENT EARNINGS	Revenue	(3,695.01)	(6,210.48)	(2,200.00)	(2,200.00)	(2,200.00)	(2,200.00)	(2,200.00)	(2,200.00)
705	705-1205-200002	KENTFIELD FIRE DIST	Revenue	(161,673.00)	(178,188.50)	(196,143.00)	(211,834.44)	(223,485.33)	(234,659.60)	(245,923.26)	(256,989.81)
705	705-1205-200003	CITY OF LARKSPUR	Revenue	(434,063.60)	(480,789.40)	(526,000.00)	(568,080.00)	(599,324.40)	(629,290.62)	(659,496.57)	(689,173.92)
705	705-1205-200004	COUNTY SER AREA 27	Revenue	(42,615.50)	(47,106.00)	(50,750.00)	(54,810.00)	(57,824.55)	(60,715.78)	(63,630.13)	(66,493.49)
705	705-1205-200007	TOWN OF FAIRFAX	Revenue	(214,312.00)	(236,665.00)	(260,036.00)	(280,838.88)	(296,285.02)	(311,099.27)	(326,032.03)	(340,703.48)
705	705-1205-200009	TOWN OF ROSS	Revenue	(54,912.00)	(60,648.00)	(66,535.00)	(71,857.80)	(75,809.98)	(79,600.48)	(83,421.30)	(87,175.26)
705	705-1205-200010	SLEEPY HOLLOW FIRE DIST	Revenue	(52,448.00)	(57,926.00)	(63,250.00)	(68,310.00)	(72,067.05)	(75,670.40)	(79,302.58)	(82,871.20)
705	705-1205-200013	SAN ANSELMO	Revenue	(343,283.85)	(379,019.33)	(414,000.00)	(447,120.00)	(471,711.60)	(495,297.18)	(519,071.44)	(542,429.66)
705	705-1207-103000	OTHER REVENUE	Revenue	(882.79)	(5,265.57)	-	-	-	-	-	-
705	705-1207-103005	TRANSPORT BILLING	Revenue	(920,019.67)	(823,668.03)	(796,000.00)	(796,000.00)	(819,880.00)	(844,476.40)	(869,810.69)	(895,905.01)
705	705-1308-109006	DISPOSITION OF PROPERTY	Revenue	-	-	-	-	-	-	-	-
705	705-9999-359001	TRANSFER FROM RESERVES	Revenue	-	-	-	-	-	-	-	-
		Total		(2,227,905.42)	(2,275,486.31)	(2,374,914.00)	(2,501,051.12)	(2,618,587.93)	(2,733,009.73)	(2,848,888.02)	(2,963,941.82)

Fund	Account Number	Account Name	Account Type	2015-2016	2016-2017	2017-2018	2018-2019	2019-20	2020-21	2021-22	2022-23
				Total Activity	Total Activity	Total Budget	Total Budget				
705	705-0046-000-003000	PART TIME	Expense	4,940.00	4,660.00	7,000.00	7,000.00	7,210.00	7,426.30	7,649.09	7,878.56
705	705-0046-001-012001	FINANCIAL & ADMINISTRATIVE SERVICES	Expense	42,710.00	47,323.00	47,326.00	47,326.00	48,745.78	50,208.15	51,714.40	53,265.83
705	705-0046-001-012003	ALS BACK UP	Expense	102,687.50	50,721.89	62,500.00	62,500.00	64,375.00	66,306.25	68,295.44	70,344.30
705	705-0046-001-012012	CONSULTANT	Expense	2,345.00	450.00	5,000.00	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54
705	705-0046-001-012031	PHYSIO-CONTROL	Expense	28,761.38	-	71,000.00	9,000.00	9,270.00	9,548.10	9,834.54	10,129.58
705	705-0046-001-012038	TRANSPORT BILLING FEES	Expense	54,337.54	46,991.37	50,000.00	50,000.00	51,500.00	53,045.00	54,636.35	56,275.44
705	705-0046-001-012039	PARCEL TAX TRANSFER TO CM	Expense	-	14,076.00	8,000.00	8,000.00	8,240.00	8,487.20	8,741.82	9,004.07
705	705-0046-001-016000	LEGAL SERVICES	Expense	-	-	12,000.00	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11
705	705-0046-001-018000	COUNTY CONTRACT	Expense	1,396,408.97	1,434,179.44	1,473,083.04	1,513,153.74	1,667,085.52	1,707,251.89	1,748,221.58	1,790,396.27
705	705-0046-001-018001	CQI PROGRAM	Expense	-	-	-	0	-	-	-	-
705	705-0046-002-021000	AUTOMOTIVE FUELS	Expense	5,394.98	4,995.79	10,000.00	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09
705	705-0046-002-024000	PRINTED & PHOTOGRAPHIC	Expense	11.95	-	1,000.00	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51
705	705-0046-002-026000	OFFICE SUPPLIES	Expense	-	27.10	200.00	200.00	206.00	212.18	218.55	225.10
705	705-0046-002-028002	ENGINE MEDIC PROGRAM - RVFD	Expense	179,432.00	186,220.00	199,000.00	236,000	243,080.00	250,372.40	257,883.57	265,620.08
705	705-0046-002-028003	ENGINE MEDIC PROGRAM - LARKSPUR	Expense	76,250.00	102,500.00	120,000.00	137,000	141,110.00	145,343.30	149,703.60	154,194.71
705	705-0046-002-028004	EMS TRAINING/SUPPLY REIMB	Expense	31,077.00	137,827.10	90,000.00	90,000	92,700.00	95,481.00	98,345.43	101,295.79
705	705-0046-002-028010	DISPOSABLE MEDICAL SUPPLIES	Expense	77,716.32	64,097.89	75,000.00	75,000	77,250.00	79,567.50	81,954.53	84,413.16
705	705-0046-004-040000	POSTAGE	Expense	-	105.33	800.00	500	515.00	530.45	546.36	562.75
705	705-0046-004-042003	MISC	Expense	7.25	-	1,000.00	1,000	1,030.00	1,060.90	1,092.73	1,125.51
705	705-0046-005-053000	AUTOMOTIVE EQUIPMENT REPAIRS	Expense	3,784.13	4,681.14	4,500.00	4,500	4,635.00	4,774.05	4,917.27	5,064.79
705	705-0046-006-064000	INSURANCE/MISC	Expense	3,972.00	4,060.00	4,162.00	4,500	4,635.00	4,774.05	4,917.27	5,064.79
705	705-0046-007-070000	DUES/MEMBERSHIP/SUBSCRIPTION	Expense	-	-	-	0	-	-	-	-
705	705-0046-007-073004	ADJ TO BAL BUDGET	Expense	-	-	-	0	-	-	-	-
705	705-0046-007-073008	TAX COLLECTION SERVICE	Expense	7,924.00	7,920.99	8,000.00	8,000	8,240.00	8,487.20	8,741.82	9,004.07
705	705-0046-007-074000	RENT	Expense	27,445.52	28,131.66	28,834.95	30,000	30,900.00	31,827.00	32,781.81	33,765.26
705	705-0046-007-075002	PMTS TO OTHR AGENCIES	Expense	-	-	-	0	-	-	-	-
705	705-0046-008-087001	OTHER EQUIPMENT/BUILDING	Expense	827.90	861.90	2,000.00	2,000	2,060.00	2,121.80	2,185.45	2,251.02
705	705-0046-008-087002	EQUIPMENT REPLACEMENT	Expense	-	-	-	75000	75,000.00	75,000.00	75,000.00	75,000.00
705	705-0046-008-087008	OTHER EQUIPMENT	Expense	-	3,418.70	-	0	-	-	-	-
		Total		2,046,033.44	2,143,249.30	2,280,405.99	2,388,679.74	2,566,627.30	2,631,529.92	2,697,977.95	2,766,395.34
		(Fav)unfav		(181,871.98)	(132,237.01)	(94,508.01)	(112,371.38)	(51,960.63)	(101,479.81)	(150,910.07)	(197,546.48)

# RVPA Tax History

<b>Year</b>	<b>Amount</b>
2018-19	\$75.00
2017-18	\$69.00
2016-17	\$63.00
<u>2015-16</u>	<u>\$57.00</u>
2014---15	\$51.00
2013---14	\$48.00
2012---13	\$45.00
<u>2011---12</u>	<u>\$42.00</u>
2010---11	\$42.00
2009---10	\$42.00
2008---08	\$42.00
<u>2007---08</u>	<u>\$39.00</u>
2006---07	\$29.50
2005---06	\$29.50
2004---05	\$29.50
<u>2003---04</u>	<u>\$29.50</u>
2002---03	\$29.50
2001---02	\$29.50
2000---01	\$29.50
<u>1999---00</u>	<u>\$29.50</u>
1998---99	\$29.50
1997---98	<u>\$29.50</u>

.50 per year

paid to the County

**{INSERT NAME OF AGENCY}**

**Staff Report**

{Insert date of meeting}

DATE: {Insert applicable date}

TO: {Insert name of agency}

FROM: {Insert name and title}

SUBJECT: **CALLING FOR ELECTION: RENEWAL OF THE ROSS VALLEY  
PARAMEDIC AUTHORITY FOUR YEAR TAX FOR 2019-2023**

**ACTION REQUESTED**

- **Approve Resolution #**

**SUMMARY**

The RVPA is an 8-member joint powers authority (JPA) that was established in 1982 for the purpose of delivering Fire Department paramedic services in the Ross Valley region. The primary funding mechanism for the RVPA is a property tax. Each taxable residential unit is taxed along with every 1,500 square feet of non-residential structure. This taxation-funding source has been in place since the inception of the RVPA. It financially supports a significant portion of the approximately \$2.3 million dollar annual budget.

Every four years, the citizens who reside within the member communities of the RVPA service area vote to fund the tax for a four-year period. The current tax expires on June 30, 2019. In order to maintain this revenue stream, each JPA member agency must place the matter on the November 2018 ballot. The purpose of this staff report and attached resolution is intended to fulfill the member agency's obligation to place this matter on the November 2018 ballot.

**FISCAL IMPACT**

None to Agency

**ENVIRONMENTAL STATUS**

Not applicable

## BACKGROUND

The 8-member communities of the RVPA consist of:

- Corte Madera\*
- Kentfield
- San Anselmo
- Fairfax
- Larkspur
- Ross
- Sleepy Hollow
- Unincorporated areas (CSA 27) in the Ross Valley area

The RVPA JPA is one of the oldest and most successful regional partnerships in Marin County. The JPA was established in 1982 as a way to share costs among the member agencies in order to provide Fire Department based paramedic first response and ambulance transport services to the communities in the Ross Valley. Since its launch, the JPA has evolved in order to continually provide exceptional levels of advanced life support care to our residents and visitors.

*It's important to note that Fire Department based paramedic response holds service to our communities and patient care as our foremost objectives. The seamless combination of Fire Department paramedic engine companies and ambulance units ensures for rapid, ~~seamless~~, and highly professional levels of care.*

## DISCUSSION

In November 2014, the RVPA proposed and the voters in all member agencies (excluding Corte Madera\*) approved the current tax that begins at \$57 plus a 50-cent administrative fee paid to the county, and incrementally increases each year by \$6. In the fourth year (2018-19), the tax will top out at \$75 plus the 50-cent administrative fee that is paid to the county tax collector.

For the next four years, the RVPA Board of Directors has approved a tax rate containing ~~\$45~~ annual increases as follows:

<del>2019-20</del>	<del>\$7980</del>
<del>2020-21</del>	<del>\$8385</del>
<del>2021-22</del>	<del>\$8790</del>
<del>2022-23</del>	<del>\$9195</del>

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~~It should be noted that currently, the RVPA property tax is substantially lower than paramedic taxes in other areas of Marin. In fact in 2014, a \$75 tax is considered the norm. More significantly, current RVPA revenues are not keeping pace with expenses. In FY 2014-15, it is estimated that the RVPA will have to transfer approximately \$425,000 from reserves in order to balance the budget. Also, future anticipated expenses would continue to force the RVPA to draw from reserves unless additional revenues are generated. These cost increases include:~~

~~➤A 3% increase to the contract for ambulance staffing~~



- ~~A 2.5% increase in the cost of the annual lease agreement with the Town of Ross for housing the ambulance and crew.~~
- ~~Increase in cost of disposable medical supplies.~~

Annually, each member agency confirms the tax. At this time, the RVPA and staff from member agencies assess the financial condition of the RVPA and then make a recommendation on the rate for the next one-year period. If the financial condition of the paramedic program is stable, the JPA and member agencies can maintain the tax at its present level and defer the annual increase approved by the voters. This has been done in the past. Thus, while voters approve annual incremental increases, the JPA and member agencies can hold the tax at a lower level.

The RVPA Board has approved the following ballot language and ballot argument for use by the member agencies:

Ballot Language

*Shall there be a continuation of the four year special tax for paramedic services in the amount of ~~\$7980~~ in the first year and raising the tax ~~\$45~~ annually to a maximum of ~~\$9195~~ per taxable living unit, or per 1,500 square feet of structure on a developed parcel in non-residential use, with the appropriations limit increased by the amount of said tax for the next four years?*

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Ballot Argument

*Since 1982 the voters of the Ross Valley have continued to approve a special tax to help fund the fire department based paramedic service. You are being asked to again support the tax with modest annual ~~\$45~~ incremental increases for four years to a maximum rate of ~~\$915~~. The Ross Valley Paramedic Authority is a partnership of 8 Ross Valley communities that have combined efforts to deliver this exceptional level of care.*

*The initial Ross Valley Paramedic Authority tax provided for a single ambulance. The expectation for paramedic care from our citizens has dictated that service levels continue to expand and evolve. Paramedic care is now provided through a system that includes ~~three, state of the art fire department paramedic ambulance units and with trained paramedics aboard fire engines so that advanced emergency care can arrive as quickly as possible.~~*

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*The Ross Valley Paramedic Authority will continue the responsible, transparent approach to managing the costs of our emergency medical response service and adequately provide for the long-term safety of our community.*

A Yes Vote Will:

- ~~Ensure the existing ~~high level~~high-level paramedic emergency medical response services~~
- Continue local control over these tax revenues

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- *Maintain rapid emergency response times*

*Your tax pays for a significant portion of the paramedic program. Additional funds are collected from insurance companies through third party billing and from billing of non-resident customers. In addition, your tax covers continuing paramedic training, the cost of supplies and equipment and the replacement of ambulance units when needed.*

*Our goal is to continue to provide state of the art paramedic care in the Ross Valley. We need your vote to continue this vital service. Vote YES on Measure \_\_\_\_\_.*

A resolution is attached for the elected body to consider. A copy of the RVPA budget is also attached for your review.

#### **STAFF RECOMMENDATION**

That the {insert agency elected body name} approves Resolution #

Respectfully submitted,

{Insert name and title}

**Attachments:**      **Resolution #**  
                             **RVPA Fact Sheet**  
                             **RVPA Proposed Budget for FY 2018-19**

\* Corte Madera is a sub-contractor of the RVPA and sets tax rates that are separate from the other member agency areas.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE \_\_\_\_\_ OF THE \_\_\_\_\_ PROPOSING AN INCREASE IN THE PARAMEDIC SERVICE TAX, ESTABLISHING A DATE FOR ELECTION, ADOPTING INTENDED BALLOT LANGUAGE, REQUESTING THE CONSOLIDATION OF SAID ELECTION, REQUESTING ELECTION SERVICES OF THE CLERK AND DIRECTING THAT REBUTTAL ARGUMENTS MAY BE RECEIVED.

WHEREAS, on November ~~42~~, 201~~40~~, the electors of the \_\_\_\_\_ approved a special tax for the funding of paramedic services through the Ross Valley Paramedic Authority; and

WHEREAS, the maximum allowable tax was established at \$~~7551~~.00 per residential unit plus a \$.50 County administrative fee, and \$~~7551~~.00 per 1500 square feet of structure in non-residential use, plus a \$.50 County administrative fee; and

WHEREAS, the Ross Valley Paramedic Tax has been annually levied and each four years the tax rate reset and approved by election and scheduled to expire June 30, 201~~95~~;

NOW, THEREFORE, BE IT RESOLVED that this \_\_\_\_\_ hereby calls for an election to be held on November ~~64~~, 201~~84~~, at which election the issue to be presented to the voters of the \_\_\_\_\_ shall be:

*Shall there be a continuation of the four year special tax for paramedic services in the amount of \$~~7957~~ in the first year and raising the tax \$~~46~~ annually to a maximum of \$~~9175~~ per taxable living unit, or per 1,500 square of structure on a developed parcel in non-residential use, with the appropriations limit increased by the amount of said tax for the next four years?*

BE IT FURTHER RESOLVED, that this \_\_\_\_\_ hereby requests that said election shall be consolidated with the general election to be held on said date and requests the ~~County~~ Clerk/Registrar of Voters to provide all necessary election services and to canvas the result of said election.

BE IT FURTHER RESOLVED, that rebuttals shall be received to ballot arguments made by this \_\_\_\_\_ on behalf of said measure.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held this \_\_\_\_\_ day of \_\_\_\_\_ 201~~84~~ by the following vote:

AYES:  
NOES:  
ABSENT:

ATTEST

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

# RVPA Staff Report

TO: RVPA Board

FROM: Jason Weber, Executive Officer

SUBJECT: Ambulance Billing Services

MEETING DATE: May 30, 2018

## BACKGROUND

In August of 2017 your Board at staff's recommendation approved the transition of ambulance billing companies from Wittman Enterprises to Novato Fire District (NFPD). In general, we have been satisfied with the services provided from NFPD and have enjoyed cost savings. NFPD noticed RVPA that they will be exercising their right to cease external ambulance billing services effective July 31, 2018 or earlier upon agreement.

## DISCUSSION

Staff has met with Marin County Fire Department and Corte Madera Fire Department to assess current options, develop a plan to exit current billing services and explore other vendors. Staff has received quotes from three vendors with costs ranging from 3.99%-10.2% of net collectables and \$24-30 per transport. Staff reviewed options from % of net collectables vs cost per transport as well as contributing factors such as familiarity with billing company, neighboring allied agencies billing companies and past experiences. Based on this proposal and our budgeted net ambulance billing revenues estimated costs of this contract for FY18-19 are \$32,000. Our previous agreement with W.E. was for 5.6% of net collectables.

## STAFF RECOMMENDATION

Staff is recommending the Ross Valley Paramedic Authority enter into an agreement with Wittman Enterprises for billing services effective July 1, 2018 with a fee of 3.99% of net collections. Staff recommends your Board authorize the Executive Officer or designee to enter into the attached agreement with Wittman Enterprises.

**AGREEMENT FOR PROFESSIONAL  
AMBULANCE BILLING SERVICES  
BETWEEN THE ROSS VALLEY PARAMEDIC AUTHORITY  
AND WITTMAN ENTERPRISES, LLC**

This Agreement made and entered into this, **1st** day of **July 2018**, by and between **The Ross Valley Paramedic Authority**, hereinafter referred to as “PROVIDER,” and **Wittman Enterprises, LLC**, hereinafter referred to as “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 date it is executed by W.E. and Provider 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 Insurance Information Gathering**

W.E. to prepare all Request for Insurance Information mailings. 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.

## **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 insurance information is received, 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 six (6) 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.

**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 15<sup>th</sup> 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 six (6) 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. Ambulance Billing Services 3.99% 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.

Primary Contact for PROVIDER

Name: Jennifer Gentry

Bret McTigue

Title: Client Liaison

Battalion Chief

Address: 11093 Sun Center Drive

P.O. Box 518

Rancho Cordova, CA 95670

Woodacre, CA 94973

Phone: 916-669-4621

415-473-6095

Email: [jgentry@webillems.com](mailto:jgentry@webillems.com)

[bmctigue@marincounty.org](mailto:bmctigue@marincounty.org)

**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 agrees to defend, indemnify and hold W.E. and its officers, and employees harmless from and against any and all claim, actions, damages, expenses (including reasonable attorney's fees), losses or liabilities incurred by or asserted against W.E. its officer or employees as a result of this Agreement; provided, however, that such duty to defend, indemnify and hold harmless shall not apply to any claim or liability to the extent caused by the negligent or intentional act, recklessness or gross negligence of W.E. its officers, or employees.

**10. 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. This liability of W.E. with respect to this Paragraph shall in any event be limited to



the total compensation for the services provided under this Agreement and shall not include any contingent liability, regardless of the form of action.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 95670  
Email [cwittmanwong@webillems.com](mailto:cwittmanwong@webillems.com)

**PROVIDER:**  
Bret McTigue, Battalion Chief  
P.O. Box 518  
Woodacre, CA 94973  
Email: [bmctigue@marincounty.org](mailto:bmctigue@marincounty.org)

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 its 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

ROSS VALLEY PARAMEDIC AUTHORITY

By:  
Corinne Wittman-Wong, CEO

By:  
Jason Weber, Executive Officer

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

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

**Wittman Enterprises, LLC  
Business Associate Agreement**

**Between Wittman Enterprises, LLC and the Ross Valley Paramedic Authority**

This Business Associate Agreement (“Agreement”) between the **Ross Valley Paramedic Authority** (Covered Entity) and **Wittman Enterprises, LLC** (Business Associate) is executed to ensure that Wittman Enterprises, LLC will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the Ross Valley Paramedic Authority in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate**

Wittman Enterprises, LLC agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the Authority any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Ross Valley Paramedic Authority without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Wittman Enterprises, LLC agree to the same restrictions, conditions, and requirements that apply to Wittman Enterprises, LLC with respect to such information;
5. Make PHI in a designated record set available to the Ross Valley Paramedic Authority and to an individual who has a right of access in a manner that satisfies the Authority’s obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Ross Valley Paramedic Authority, or take other measures necessary to satisfy the Authority’s obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Authority or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Ross Valley Paramedic Authority’s obligations under 45 CFR §164.528;
8. To the extent that Wittman Enterprises, LLC is to carry out any of the Ross Valley Paramedic Authority’s obligations under the HIPAA Privacy Rule, Wittman Enterprises, LLC shall comply with the requirements of the Privacy Rule that apply to the Authority when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Wittman Enterprises, LLC on behalf of the Ross Valley Paramedic Authority, available to the Secretary of the Department of Health and Human Services for purposes of determining Wittman Enterprises, LLC and the Authority’s compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the Ross Valley Paramedic Authority notifies Wittman Enterprises, LLC of any restriction on the use or disclosure of PHI that the Authority has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the Authority is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Wittman Enterprises, LLC agrees to assist the Ross Valley Paramedic Authority in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Authority's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Authority agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Authority of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Authority of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Wittman Enterprises, LLC on behalf of the Ross Valley Paramedic Authority include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Ross Valley Paramedic Authority to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by the Authority to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Wittman Enterprises, LLC has been engaged to perform on behalf of the Authority.

**D. Termination**

1. The Ross Valley Paramedic Authority may terminate this Agreement if the Authority determines that Wittman Enterprises, LLC has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the

violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Wittman Enterprises, LLC shall return to the Authority or destroy all PHI received from the Authority, or created, maintained, or received by Wittman Enterprises, LLC on behalf of the Authority that Wittman Enterprises, LLC still maintains in any form. Wittman Enterprises, LLC shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

**AGREED TO THIS THIRTIETH DAY OF MAY, 2018**

**Ross Valley Paramedic Authority**

**Wittman Enterprises, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_