

DATE: August 30, 2011

**THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS**

**RE: Approval of Letter Agreement with Specialized Billing & Collection Systems of Texas, Inc. terminating further work/services**

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**MOTION:**

To approve the attached Letter Agreement terminating further work/services of Specialized Billing & Collection Systems of Texas, Inc., as to all accounts and to authorize the County Judge to execute the Letter Agreement on behalf of Williamson County.



## JANA DUTY

WILLIAMSON COUNTY ATTORNEY  
405 M.L.K. STREET, BOX 7  
GEORGETOWN, TEXAS 78626  
(512) 943-1111 ♦ (512) 943-1120 fax  
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Henry "Hank" Prejean, Civil Chief  
Doyle "Dee" Hobbs, Jr., Criminal Chief  
Alice Emerson, Family Justice Chief

Michael Cox  
Kevin Stryker  
Tina Graves  
Brandon Keith Dakroub  
Jackie Borcharding  
Brent Webster  
Jo Poenitzsch  
Heather B. Trice  
Melissa Parker Hervey  
Brian Patrick Klas  
Stephanie Renee Maugham  
David N. Brown  
Trey Curtis Thompson  
Shannon Francis  
Charles Arnone

Friday, June 24, 2011

via C/M/R/R/R

No. 7008 1140 0002 9916 9445

Mr. Robert W. Cook  
Attorney at Law  
211 Magic Oaks Drive  
Spring, TX 77388

RE: Service Agreement – between Williamson County Emergency Medical Services (WCEMS) and K & P Associates, Inc. d/b/a Specialized Billing and Collection Systems of Texas (SBCST)

Dear Mr. Cook:

Your response letter of May 20, 2011 has been reviewed with Williamson County Emergency Medical Services ("WCEMS") and this letter is a reply on behalf of WCEMS, as well as an acceptance on behalf of WCEMS to the offer of a proposed termination of further services of K & P Associates Inc., d/b/a Specialized Billing and Collection Systems of Texas ("SBCST") under the Service Agreement.

WCEMS hereby accepts the offer of SBCST to terminate further work/services by SBCST on any remaining WCEMS accounts and to close all files that are being paid on and are pending or open (effective upon execution of this letter agreement in the signature space provided herein below), subject to the following understanding and agreement between SBCST and WCEMS:

Effective upon execution of this letter agreement in the signature space provided herein below, SBCTS and WCEMS agree:

- (1) that any continuing obligations of the Service Agreement (for example, under Sections VI, VIII and IX of the Agreement) and the Business Associate Agreement Under HIPAA (regarding HIPAA compliance) shall remain in effect;
- (2) WCEMS releases SBCST from any further performance obligations under the Service Agreement, with the exception of:

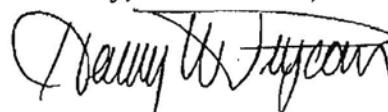
- (a) continuing obligations under the Agreements described in (1) above;
  - (b) WCEMS requests that SBCST submit the necessary paperwork to request Humana Choice (Medicare) recoup payment (\$34.35) that was paid in reference to the mileage charge submitted by SBCST (see records attached as Exhibit A). No mileage occurred as no patient was transported. WCEMS requests a copy of the request SBCST submits to Humana for its records.
  - (c) SBCST will provide a final itemized statement of Accounts showing all pending and open accounts, *or alternatively*, will provide an itemized Statement of Active Accounts that are still actively being paid on or have been paid on within the past 120 days and that are not subject to the Billing Write-Off Policy and/or those accounts which are in litigation pending expected payment following monetary recovery through litigation.
  - (d) All closed accounts will reflect a zero (0) balance including any future requests for billing records.
  - (e) Any further payments received after termination by SBCST on behalf of WCEMS are to be forwarded to WCEMS within 10 business days.
- (3) SBCST releases WCEMS from any obligation of further payment to SBCST.

If the above referenced understanding and agreement is acceptable, please have SBCST/Ms. Laake sign in the space provided below, and upon receipt, I will have WCEMS sign and return a fully executed copy of this letter agreement to you. If you would prefer a more formal, separate document containing this agreement, please let me know.

Also, enclosed pursuant to your request, is a copy of the 2011 SBCST Audit Report.

Thank you for your attention to this matter, and if you have any further questions or discussion is needed, please do not hesitate to contact me at 512-943-1113.

Sincerely,



HENRY W. PREJEAN

**See next page for signature spaces for acknowledgement of Agreement**

**AGREED:**

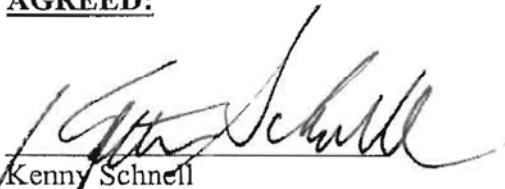


Karen Laake

K & P Associates, Inc. d/b/a Specialized Billing and Collections Systems of Texas

Date signed: 7-15-11

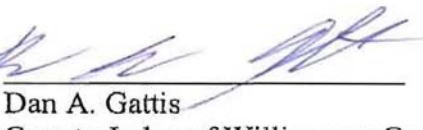
**AGREED:**



Kenny Schnell

Williamson County Emergency Medical Services

Date signed: 08/25/2011



Dan A. Gattis

County Judge of Williamson County

Date signed: 08-25-2011

xc: John Sneed  
Kenny Schnell