

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

ZENITH INSURANCE COMPANY,  
Petitioner,

vs.

DEPARTMENT OF FINANCIAL  
SERVICES, DIVISION OF  
WORKERS' COMPENSATION,

Respondent.

Case No:183844  
MSS Case No:  
20160420-005

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DEPOSITION OF  
**CATHERINE E. BRITT-TROTTER**

Taken on behalf of Respondent

DATE TAKEN: Thursday, October 4, 2018

TIME: 10:00 a.m. to 11:19 a.m.

PLACE: 335 Crossing Boulevard  
Orange Park, Florida 32073

Examination of the witness taken before:

Margaret Chevalier,  
Certified Court Reporter

**PRECISION COURT REPORTING, LLC**

**4600 Touchton Road East,  
Bldg. 100, Suite 150,  
Jacksonville, Florida 32246  
(904) 629-5310**

A P P E A R A N C E S

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Attorney for Respondent

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**Ralph P. Douglas, Esquire**  
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Attorney for Zenith Insurance Company

Also present:

Pamela Zahler, Esquire  
General Counsel  
Parallon Business Performance Group  
Orange Park Shared Services

I N D E XDeposition of CATHERINE E. BRITT-TROTTER**Page**

Direct Examination by Ms. Harnage  
Cross Examination by Mr. Douglas

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- - -

EXHIBIT INDEX

(No Exhibits were entered)

## S T I P U L A T I O N S

It was stipulated and agreed by counsel for the respective party, and by the witness, that the reading and signing of the deposition not be waived.

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**CATHERINE E. BRITT-TROTTER,**

a witness herein, having been duly sworn, testified upon her oath as follows:

THE WITNESS: I do.

## DIRECT EXAMINATION

BY MS. HARNAGE:

Q Good morning, Ms. Trotter. My name is Tabitha Harnage. I am an attorney with the Department of Financial Services. I will be taking your deposition this morning in the case of Zenith Insurance versus the Department of Financial Services. Thank you for being here today to testify.

Can you please state your name today, and spell it for the record?

A Catherine E. Britt-Trotter. Catherine is C-a-t-h-e-r-i-n-e, E., Britt is B-r-i-t-t, Trotter is T-r-o-t-t-e-r.

Q And Ms. Trotter, who are you employed by?

A I am employed by Parallon Business Group, Orange Park Shared Services.

1 Q And how long have you been an employee with  
2 Parallon?

3 A Fifteen years.

4 Q And --

5 MS. HINSON: I am sorry to interrupt. Tabitha,  
6 this is Jennifer. Do you mind if I go ahead and  
7 get on the record that Ms. Trotter is a fact  
8 witness and not a designated corporate  
9 representative?

10 MS. HARNAGE: Sure. I was going to ask  
11 questions about that.

12 MS. HINSON: Okay. Well, you go ahead and  
13 ask questions and then perhaps I can supplement  
14 them if there is anything missing.

15 MS. HARNAGE: Sure.

16 MS. HINSON: Thank you.

17 BY MS. HARNAGE:

18 Q I am sorry, Ms. Trotter, but you were cut off.  
19 What were you saying?

20 A Fifteen years.

21 Q Fifteen years, okay. And what is your job  
22 with Parallon?

23 A I am the legal manager.

24 Q And Ms. Trotter, are you appearing today as  
25 the designated corporate rep for Lawnwood?

1 A No.

2 Q What about for Parallon?

3 A No.

4 Q Are you appearing today as a fact witness for  
5 this case?

6 A Yes.

7 Q And Ms. Trotter, as the legal manager, can you  
8 tell me your duties with Parallon in that position?

9 A We handle billing, collection, revenue cycle  
10 for the HCA hospitals.

11 Q And that would include Lawnwood?

12 A Yes.

13 Q Okay. And can you just tell me your day to  
14 day -- your duties in that position with like, the  
15 billing and the collection revenue cycle?

16 A So once a claim is billed to the insurance  
17 company, my Department follows up with the Carrier. And  
18 since these are workers' comp claims, we follow up with  
19 the carriers for the status of the bill, confirming that  
20 they received the bill for processing. If there is  
21 additional documents needed, we will get those  
22 additional documents to them, so that the claim can be  
23 processed and paid.

24 Q And Ms. Turner, are you one of the individuals  
25 that does that, or are you over the individuals that do

1       that?

2           A     I have personally done it, and I am also over  
3       it.

4           Q     Ms. Turner, have you been privy to the  
5       subpoena that was sent for the deposition today?

6           A     Yes.

7           Q     What about the Exhibit A with the question?

8           A     Yes.

9           Q     And you have read those documents?

10          A     Yes.

11          Q     And are you familiar with the case such that  
12       you can speak to those questions and documents today?

13          A     Yes.

14          Q     Great. Ms. Trotter, what documents did you  
15       bring with you today?

16          A     I brought a timeline of the -- I brought the  
17       reconsideration, the AHCA petition, Zenith response, the  
18       facility response to Zenith, the AHCA determination,  
19       request for administrative hearing, and in addition the  
20       EOB's and UB's.

21          Q     Is it fair to say that you are familiar with  
22       the MSS Case number 20160420-005?

23          A     Yes.

24          Q     Okay. And Ms. Trotter, how did you become  
25       familiar with this matter?

1           A     It was my office that filed the request for  
2       reconsideration, once we received the under payment from  
3       Zenith, and we also filed the request for like, the ACHA  
4       petition.

5           Q     Are you familiar with the injury in this  
6       matter, with the injured worker?

7           A     No.

8           Q     Okay. Did you have an opportunity to review  
9       any of the medical records?

10          A     No.

11          Q     So what, as far as your familiarity with this  
12       case, other than the documents you just stated, what  
13       have you been able to review?

14          A     Just the billing records, the billing  
15       information.

16          Q     Regarding -- Ms.Trotter, you mentioned the  
17       petition earlier, were you referring to the petition for  
18       resolution of reimbursement dispute?

19          A     Yes.

20          Q     And I am just going to ask some questions  
21       about that. And so generally, can you tell me the  
22       process for your section and your duties as a legal  
23       manager? Generally, how does the petition for  
24       resolution of reimbursement process go?

25          A     So once --



1 Q Go ahead, thank you. I'm sorry.

2 A Okay. Once the payment is received, and is  
3 posted to the account by our posting department, it  
4 registers to the account that is underpaid, additional  
5 payment is due, that is sent to my department through a  
6 daily work queue, and from there, we will review to see  
7 the EOB, the explanation of benefits that was sent, to  
8 see why the claim did not pay per what the expected  
9 reimbursement was. After that review, if it's  
10 determined that we are to seek additional reimbursement,  
11 we will file the petition. If it was an adverse EOB, if  
12 we did not agree with the EOB, we would file the  
13 petition.

14 Q Okay. Can you tell me an example of a time,  
15 when -- and if you don't understand me, let me know and  
16 I will rephrase it, but an example of when Parallon  
17 would agree with the EOB and not seek additional  
18 reimbursement, versus when they would?

19 A An example of a time is when the EOB is  
20 received in our system, it's the Florida work comp  
21 claim. The system is set up to know what the expected  
22 reimbursement is for Florida. So if we get that or  
23 there is a contract involved, we get that reimbursement  
24 according to what the system, our system is advising us.  
25 We do not file the petition.

1           Q     Okay. Thank you for that explanation. So in  
2           this particular case, what was the process from your  
3           understanding of when, and if you could just go through  
4           the timeline with me, of when the charges were sent to  
5           Zenith, and then all the way through to the time when  
6           the petition for resolution of reimbursement dispute was  
7           filed?

8           A     Yes. Just give me one second. So once the  
9           patient receives the services and the claim final bill,  
10          we sent our package to Zenith with the UB itemized bill  
11          and the medical records on February 29, of 2016. From  
12          there, we made several calls to Zenith for their review  
13          to get status, of what was going on with that claim.

14          On March 28, of 2016 we received a payment from  
15          Zenith in the amount of \$31,844.70. After that time, we  
16          reviewed the explanation of benefits, and determined  
17          that was an adverse EOB, additional reimbursement was  
18          due. We sent a request to Zenith, requesting that they  
19          review the claim again.

20          On April the 1st of 2016, then from there within  
21          the time frame of filing the request for petition, we  
22          filed the petition on April 18, of 2016.

23          Q     And going back to whenever Parallon received  
24          the EOBR from Zenith, you mentioned that Parallon  
25          identified that EOBR as adverse. Can you just explain

1       that a little bit for me?

2           A       Yes.  When we received the EOB, which was on  
3       March 28 of 2016, with the payment for the \$31,844.70,  
4       we were expecting reimbursement from Zenith in the  
5       amount of \$111,314.16.  So we did not get that payment  
6       amount.  Therefore, we determined that was an adverse  
7       EOB, and we reviewed the explanation of benefit that  
8       came along with the payment, and we sent them the  
9       request for reconsideration and then within the  
10      guidelines we sent them the request to the State Board  
11      for the petition filing.

12          Q       And do you have a copy of the EOBR in this  
13      matter?

14          A       Yes.

15          Q       Okay.  If you can get that, I am just going to  
16      go through some of those codes.  All right.  Ms.  
17      Trotter, this EOBR, whenever Parallon received it, and  
18      then in turn, determined it was adverse and you went  
19      through the process you stated, what are some things on  
20      the EOBR that would allow Parallon to determine that  
21      this was an adverse EOBR, if you will.  What adverse --  
22      yes, an adverse EOBR?

23          A       In reference to code 92 and 93, on the  
24      explanation of benefits, it said that the payment was  
25      made pursuant to Florida Workers' Comp reimbursement

1 manual for hospitals and its payment was made pursuant  
2 to a written contract to agreement, see PPO above or  
3 below, this payment was not made according to the B  
4 schedule, nor was it made according to the written  
5 contract agreement.

6 Q Okay. And we will come back to the contract.  
7 What about the code 81? What is your understanding of  
8 that code?

9 A Well, it's a payment adjusted billing, payment  
10 modified pursuant to a charge audit. They did not  
11 include a charge audit with the explanation of benefits.  
12 And then also -- I'm sorry, I missed the payment -- did  
13 not allow for the implant certification; not submitted  
14 for implants, and we did submit the certification with  
15 the original billing.

16 Q Going through the charge audit, and you  
17 mentioned no charge audit submitted. What is a charge  
18 audit? What is your understanding of a charge audit?

19 A Well, this is -- I have no idea. It was  
20 submitted -- it was Zenith.

21 Q Who -- what?

22 A The EOB states you know, payment made pursuant  
23 to a charge audit, they did not give me the charge audit  
24 at the time that I received the explanation of benefits.

25 Q Okay. What -- what would that look like -- I

1 just want to know what that is for Parallon's position.

2 Like, what is a charge audit?

3 A Well --

4 Q If you were to have received one--

5 MR. DOUGLAS: Objection. Asked and  
6 answered.

7 BY MS. HARNAGE:

8 Q You can answer, Ms. Trotter, if you understand  
9 what I am trying to ask.

10 A If I had received one, I would be looking for  
11 something that states, you know, something from bill  
12 review that states, revenue code is denied because it's  
13 missing a HCPC code, or revenue code is denied because  
14 medical records didn't support the medical necessity of  
15 the charge.

16 Q Okay. And Ms. Trotter, going back to your  
17 timeline, the EOBR was adverse, or when determined was  
18 adverse, then you sent a request for reconsideration to  
19 Zenith, is that correct?

20 A Yes.

21 Q What response did Parallon receive in response  
22 to that request for reconsideration?

23 A We did not receive a response.

24 Q Okay. And then the next step was what?

25 A To file the AHCA petition.

1 Q And that's the petition for resolution of  
2 reimbursement dispute?

3 A Yes.

4 Q Okay. And what's your understanding -- are  
5 you the one that submitted the petition?

6 A No.

7 Q But you reviewed it?

8 A Yes.

9 Q What is your understanding of what Lawnwood is  
10 disputing in the petition?

11 A We are disputing the payment amount received.

12 Q And the -- the reason for the dispute is what?

13 A The reimbursement according to our contract  
14 with Zenith, or I'm sorry, with First Health, is 68  
15 percent of bill charges.

16 Q And Ms. Trotter, do you have a copy -- I  
17 believe it is the contract you were mentioning, at the  
18 top, it says that amendment to a modelling facility  
19 agreement; do you have a copy of that in front of you?

20 A Hold on a moment. Yes.

21 Q Okay. Is that the contract that Parallon is  
22 alleging that should have been used by Zenith in  
23 reimbursing?

24 A Yes. It was our Exhibit F.

25 Q Were you privy to the carrier response in this

1 case?

2 A Yes.

3 Q Okay. And have you reviewed that with all of  
4 the exhibits?

5 A Yes.

6 Q Okay. How did -- in response to that, how did  
7 Parallon react to the receipt of that?

8 MR. DOUGLAS: Objection. The witness is a fact  
9 witness and not a corporate designated witness.

10 BY MS. HARNAGE:

11 Q You can answer, Ms. Trotter.

12 A Repeat your question.

13 Q Sure. You mentioned that you were in receipt  
14 of the carrier response?

15 A Yes.

16 Q And you have reviewed that?

17 A Yes.

18 Q How did Parallon react to receipt of that?

19 A It was reviewed, and we sent in a response to  
20 the carrier's response.

21 Q Can you tell me, like the process of reviewing  
22 that carrier's response, and just explain to me what was  
23 the response to that, what Parallon sent in?

24 A So once the carrier's response was received,  
25 it talked about the timeliness of filing the petition.

1 It talked about, and included a copy of the charge  
2 audit, listing comparisons of reimbursement and  
3 therefore -- it also provided exhibits of different  
4 comparisons and what we did was -- what Parallon took  
5 the position to do was file a response stating that we  
6 did file our petition timely and that, you know, Zenith  
7 had a right to conduct a charge audit review, prior to  
8 them issuing the reimbursement for the \$31,000. They  
9 had a right to come on site and conduct a hospital  
10 charge audit review. And neither of these steps were  
11 taken.

12 So therefore we requested that the petition be  
13 reviewed and a determination issued.

14 Q Okay. Do you recall from reading the carrier  
15 response there being some dispute about a separate  
16 contract being issued, specifically from Zenith?

17 A I do not recall.

18 Q Okay. Once Parallon received that response,  
19 was there any communication between Parallon and Zenith,  
20 other than that response that was written?

21 A No. I'm sorry, yes. We sent in a corrected  
22 UB. So we did send in a corrected UB to Zenith.

23 Q And what was the difference, what was the  
24 modification of that one?

25 A Hold on one second. I have to find it. There



1 was a HCPC code removed from the original billing.

2 Q Okay. So prior to filing the petition for  
3 resolution -- strike that.

4 So is it fair to say that you are aware that  
5 Lawnwood and Parallon wanted something of the bill paid  
6 and that Zenith paid less than what Lawnwood wanted to  
7 accept. Is that a fair summary?

8 A Yes.

9 Q How did -- I guess if there is any other thing  
10 that we haven't talked about, how did Parallon attempt  
11 to resolve this before going through the administrative  
12 process?

13 A There was a reconsideration letter sent prior  
14 to the filing of the petition.

15 Q Okay.

16 A And there was also calls placed to the carrier  
17 in regards to, you know, the reconsideration status.

18 Q And when the calls were placed, who were the  
19 calls placed to, do you know?

20 A To Zenith bill reviews.

21 Q As far as the charge master, was there any  
22 communication between Parallon and Zenith?

23 A No.

24 Q With regards to a charge audit, if you know,  
25 was there any communication between the two?

1           A     No.

2           Q     And Ms. Trotter, as far as -- obviously you  
3     are familiar with the dispute in this matter. Are you  
4     aware that Zenith is disputing whether Lawnwood bill  
5     should be paid at a per diem rate versus stop loss?

6           A     Yes.

7           Q     Okay. What is Parallon's position in regards  
8     to that particular dispute?

9           MR. DOUGLAS: Well, if she can testify as a  
10    fact witness or clarify somehow, what that is, as  
11    to her only status here.

12          MS. HINSON: Yes. And we are going to object  
13    as well. That is something for a corporate  
14    representative. That is not something for a fact  
15    witness.

16          MS. HARNAGE: And that's fine. I am aware of  
17    Ms. Trotter's appearance today, in that limited  
18    matter.

19    BY MS. HARNAGE:

20          Q     So Ms. Trotter, do you understand my question?

21          A     Yes.

22          Q     Okay. What is your response?

23          A     My response is, according to the reimbursement  
24    manual from Florida hospitals, the 2016 edition, if the  
25    account is over the stop loss, you get a percent of

1 charge reimbursement. If the account is under the stop  
2 loss, you get a per diem reimbursement after implants  
3 are carved out. On this particular account, after the  
4 implants were carved out, the account was over the stop  
5 loss, and we were looking for a percentage of charges,  
6 the percent of charges.

7 Now with this particular one also, the contract has  
8 -- the contract has language in it that states lesser  
9 of, meaning whichever is lesser of, between the contract  
10 or the fee schedule, the lesser of language was the  
11 contract rate, and so the contract rate is 68 percent of  
12 bill charges.

13 Q So Ms. Trotter, so with the 68 percent of bill  
14 charges, you are looking at the charges and not the sub  
15 loss?

16 A Yes, ma'am. It's 68 percent of bill charges.  
17 We are looking at the total charges amount on the  
18 account. But before we got to the 68 percent of bill  
19 charges, we did consider the stop loss, because the  
20 contract states, whichever is the lesser of the two.

21 Q And Ms. Trotter, are you attending the hearing  
22 next week in this matter?

23 A No.

24 Q And why not?

25 MS. HINSON: I am going to object to form.

1 BY MS. HARNAGE:

2 Q That's all right. Ms. Trotter, if you know,  
3 you can answer.

4 A I was not subpoenaed.

5 Q Okay. Are you -- where do you work, what  
6 city?

7 A Orange Park, Florida.

8 Q And you would be in agreement that is more  
9 than a hundred miles from Tallahassee?

10 A Yes.

11 Q Okay. Thank you. If you can just give me one  
12 moment, please. Ms. Trotter, I don't have any further  
13 questions. I really appreciate your time. Mr. Douglas  
14 may have some questions for you.

15 CROSS EXAMINATION

16 BY MR. DOUGLAS:

17 Q Thank you. Ms. Trotter, my name is Ralph  
18 Douglas and I am the attorney here for Zenith and the  
19 reimbursement dispute. Thank you for your time today.  
20 You testified to what the contract says, and it looks  
21 like, and if you could confirm, in the provider  
22 petition, they attached roughly six pages. Is that  
23 correct?

24 A Give me a second. Yes.

25 Q Is that essentially just an amendment showing

1       only what your particular percentage rate and discount  
2       off of the bill charged, is that correct?

3               MS. HINSON: Object to form.

4               MR. DOUGLAS: It's adverse and I'm on cross.

5       BY MR. DOUGLAS:

6               Q       What else does the contract say?

7               A       It talks about future rate adjustments, it  
8       talks about remaining terms, certificate of originals.  
9       It talks about the group health contract rate versus,  
10      for that particular account, workers' comp contract  
11      rate, auto contract rate, and then it provides a list of  
12      the signs, the date that it is signed, and then it  
13      provides a list of facilities; because this was a  
14      division contract so it provided a list of facilities  
15      that represents that division.

16              Q       So when you say contract, you are referring to  
17      the six pages that are attached to the provider  
18      petition, is that correct?

19              MS. HINSON: Object to form.

20      BY MR. DOUGLAS:

21              Q       Let me ask it this way. When you say  
22      contract, what are you talking about?

23              A       The amendment to model facility agreement.

24              Q       Okay. Just the pages that are attached, is  
25      the petition submitted by the provider?

1           A     Yes.

2           Q     Okay. Are you aware that there are hundreds  
3 if not more than a thousand pages of contract documents  
4 between the parties and with AHCA corporate amendments?

5           MS. HINSON: Object to form.

6 BY MR. DOUGLAS:

7           Q     You can answer. Are you aware of that?

8           A     Yes, I am aware there are additional pages.

9           Q     Do you know what they say, and have you ever  
10 seen them?

11          A     I do not know what they say.

12          Q     Have you ever seen any of them?

13          A     I have seen some of them.

14          Q     Where do they come from, when you see them?

15          A     I am not sure I understand.

16          Q     How do you get these contract documents?

17          A     The company has a system that houses all of  
18 our contract agreements.

19          Q     Then why did you only attach these six pages  
20 if there are other applicable provisions?

21          A     This was --

22          MS. HINSON: Object to form.

23 BY MR. DOUGLAS:

24          Q     Let me just ask, why did you only attach the  
25 six pages if there is a system that houses the other

1 pages?

2 A This was the applicable relevant portion for  
3 this particular case.

4 Q Okay. Okay. Are you aware that there is  
5 another part to the contract between Zenith and  
6 Coventry?

7 A I am not.

8 Q Okay. Are you aware --

9 A I'm sorry, yes. There is an outpatient  
10 agreement. I'm sorry, yes. There is an outpatient  
11 agreement.

12 Q Okay.

13 A This part was only for the inpatient.

14 Q Okay. When you say the outpatient agreement,  
15 are you referring to the one that Zenith and Parallon  
16 entered into several years ago on behalf of what HCA  
17 entered into several years ago for radiology only?

18 A Yes.

19 Q Okay. And are you also aware that AHCA voided  
20 that agreement in 2000 -- right about the time of this  
21 admission?

22 A Yes.

23 MS. HINSON: I object to form, and object on  
24 the grounds of relevancy.

25 BY MR. DOUGLAS:

1 Q Are you aware of that?

2 A Yes.

3 Q Okay. Moving back to this contract, is it  
4 fair to say, you don't know what all the pages of the  
5 other parts of the contract say?

6 A Yes.

7 Q Now it sounds like -- and I am going to back  
8 up. Your position is that the hospital can charge  
9 whatever it wants, and under the contract, under your  
10 part of the contract you attached, the hospital gets the  
11 percent reimbursement, is that correct?

12 MS. HINSON: Object to form. It assumes facts  
13 not in evidence. She did not testify to that and  
14 she is also a fact witness, so she is not in a  
15 position to give us a statement regarding the  
16 hospital or Parallon's position.

17 MR. DOUGLAS: Okay. So it is fair to say that  
18 she is not going to answer that question as a fact  
19 witness in this case?

20 MS. HINSON: She is not able to, as a fact  
21 witness in the case.

22 MR. DOUGLAS: That is all I needed to know.

23 BY MR. DOUGLAS:

24 Q Ms. Trotter, you said there is a system set up  
25 that tells you what the expected reimbursement is. Did



1 I understand you correctly?

2 A Yes.

3 Q What is that system?

4 A It is our daily documentation system.

5 Q And who sets up that system?

6 A It is set up by our contracts who review for  
7 reimbursement, our modelling group.

8 Q What group?

9 A Modelling. M-o-d-e-l-l-i-n-g.

10 Q Okay. Who is in charge of setting up that  
11 system?

12 A I don't know.

13 Q Did you ever talk to those people about why  
14 the system does what it does?

15 MS. HINSON: I am going to object on the  
16 grounds of relevancy.

17 MR. DOUGLAS: She can answer.

18 BY THE WITNESS:

19 A Yes. I have talked to modelling before.

20 Q Is this basically a computer program that  
21 tells you what an expected reimbursement is?

22 A Yes.

23 Q And are you personally involved with inputting  
24 anything to achieve the output?

25 A No.

1           Q     Have you done any review of the hospital  
2 charges yourself, to determine if they were reasonable  
3 under the law?

4           A     No.

5           Q     Did you, or anyone at Parallon go and review  
6 any other portions of the contract agreement to  
7 determine what charges are allowable under the contract?

8           MS. HINSON: Object to form.

9 BY THE WITNESS:

10          A     I don't know.

11 BY MR. DOUGLAS:

12          Q     Who would know that?

13          A     I don't know.

14          Q     Have you done any comparison of these  
15 particular charges by Lawnwood through other facilities  
16 for the same or similar services?

17          MS. HINSON: Object to form, object to  
18 relevancy.

19 BY MR. DOUGLAS:

20          Q     You can answer.

21          A     No.

22          Q     Are you aware of what type of surgery this  
23 was?

24          A     I know it was a medical surgery.

25          Q     Are you aware it was a finger surgery?

1 | A I am looking. At this moment, I do not know.

2 Q Okay. Going back to the system that tells you  
3 what an expected reimbursement is. If it said instead  
4 --- said a hundred eleven dollars and change, but it  
5 said a hundred eleven million dollars and change, would  
6 you still file a provider petition for resolution of  
7 reimbursement dispute based on what the computer printed  
8 out?

9 MS. HINSON: Object to form.

10 BY THE WITNESS:

11	A	No.
----	---	-----

12	Q	Why not?
----	---	----------

13 MS. HINSON: Object to form.

14 BY MR. DOUGLAS:

15 Q Why would you not file a provider petition if  
16 the computer printed out a hundred and eleven million  
17 dollars, as an expected reimbursement?

18           A       The total charges on this bill was  
19       \$163,697.30. So, if the computer told me a million  
20       dollars was expected, it would be more than my total  
21       charges and I would look into that.

22 Q Okay. Well, what if the computer said the  
23 bill was one million six hundred thousand dollars and  
24 the expected reimbursement, was one million dollars --

25 MS. HINSON: Excuse me. Object to form.

1 BY MR. DOUGLAS:

2 Q Let me ask it this way. Just add a zero to  
3 the end of the charges by the hospital, and a zero to  
4 the end of the expected reimbursement. Would you look  
5 into that at some point, because the charges are more  
6 than a million and the reimbursement is a million?

7 MS. HINSON: Object to form.

8 BY MR. DOUGLAS:

9 Q You can answer.

10 A No. If my system is telling me that is what  
11 my suspected reimbursement is and I get my EOB, and  
12 something different is listed up there, I will look into  
13 the account to determine why I did not get paid for the  
14 estimation of benefit, and what my system was telling me  
15 was due.

16 Q Okay. So is there any upper limit? If it  
17 says a hundred million dollars for a finger surgery,  
18 would you still follow up, and file a petition if you  
19 didn't get the expected reimbursement?

20 A Yes.

21 MS. HINSON: Object to form.

22 BY MR. DOUGLAS:

23 Q So is it fair to say, that you are not looking  
24 at this to compare whether the charges are reasonable as  
25 compared with the service provided?

1 MS. HINSON: Object to form.

2 BY MR. DOUGLAS:

3 Q You can answer.

4 A The charges, we are looking at respective  
5 reimbursement, and if we do not get our respective  
6 reimbursement, we are filing request for reconsideration  
7 and we are filing the petition.

8 Q Okay. So the answer is just no, you just do  
9 what the system or the computer tells you and you just  
10 pursue the expected disbursement, is that correct?

11 A Yes.

12 Q You mentioned a charge master; what is that?

13 MS. HINSON: I am going to object. I don't  
14 think she mentioned a charge master, did she?

15 MR. DOUGLAS: She mentioned the charge master  
16 or coming to the hospital to do a review and  
17 submitted documentation after the carrier response  
18 to the petition, saying that the carrier should  
19 have done one.

20 BY THE WITNESS:

21 A From my understanding of the charge, they make  
22 an appointment to come into the facility, to sit down  
23 and do a desk review of the medical bills, and review of  
24 the charges for those medical services.

25 Q Okay. What would that accomplish in this

1 case?

2 MS. HINSON: Object to form.

3 BY THE WITNESS:

4 A I don't know.

5 BY MR. DOUGLAS:

6 Q Why did you suggest that the carrier needed to  
7 do that in this case?

8 A In the carrier's response, they stated payment  
9 was made pursuant to a charge audit.

10 Q Are you suggesting that the charges submitted  
11 with the bill, were not the ones that the hospital  
12 intended to submit?

13 A No.

14 Q Okay. So are the charges that you passed on  
15 with the Parallon bill the ones, the charges that the  
16 hospital intended to have paid?

17 A Yes.

18 Q Do you know how a charge master is set?

19 A No.

20 Q Do you know how the hospital goes about  
21 putting in whatever is in his charge master?

22 A No.

23 MS. HINSON: I am going to object on the  
24 grounds of relevancy.

25 MR. DOUGLAS: Okay. Well, I am just

1 asking if she knows.

2 BY MR. DOUGLAS:

3 Q Do you know whether what's in the charge  
4 master has any correlation to what the hospital expects  
5 to get paid by Blue Cross or Medicare?

6 MS. HINSON: Objection as to relevancy and I  
7 am also going to object to the form.

8 BY MR. DOUGLAS:

9 Q You can answer.

10 A No.

11 Q Did you look at the hospital, the  
12 documentation that Parallon submitted with its petition  
13 for resolution?

14 A Yes.

15 Q Do you see in there that also includes a  
16 hospital coding summary sheet also known as an abstract?

17 A A UB04?

18 Q No, that's the billing form, correct. The UB  
19 is the billing form, correct?

20 A Correct.

21 Q After that, the hospital submits its financial  
22 documentation, and in this particular case they  
23 submitted what has been identified as a coding summary  
24 sheet. Do you know what that is?

25 A What page in the petition are you referencing?

1 Q Let me ask you first. Do you know what a  
2 coding summary sheet is?

3 A I do not understand.

4 Q Do you know what a hospital payment abstract  
5 is?

6 A I do not understand. I just want to make sure  
7 that I understand your question.

8 Q Let me back up. Of all the documentation  
9 submitted with the provider petition by Parallon, does  
10 it come from the provider?

11 A Yes.

12 Q If it's submitted as an exhibit along with  
13 medical records and so forth, it came from the provider?

14 A Yes.

15 MS. HINSON: Object to form.

16 BY MR. DOUGLAS:

17 Q Going back to the charge master. Do you know  
18 if the charge master for these services that were  
19 provided in January of 2016, can they still be  
20 retrieved?

21 A I believe so.

22 Q Have you ever been involved in any disputes  
23 and heard the hospital say, we don't archive it. We --  
24 it has changed and it only exists electronically?

25 A No.



1 MS. HINSON: Object to form. Object on  
2 relevancy.

3 BY MR. DOUGLAS:

4 Q Have you ever heard that position taken by any  
5 of your member hospitals?

6 A No.

7 Q If you wanted to go back personally, and get a  
8 copy of the January, 2016 service date from the charge  
9 master of a particular line item, could you do that?

10 A I do not have access.

11 Q So you have to then pass that back to the  
12 hospital to indicate whether they do or do not have that  
13 particular line item in the charge master?

14 MS. HINSON: Objection, relevancy.

15 BY THE WITNESS:

16 A I'm not sure.

17 Q What is the relationship between Parallon and  
18 AHCA, let me back up. Which Parallon entity are you the  
19 official legal entity of; are you here testifying on  
20 behalf of?

21 MS. ZAHLER: This is Pamela Zahler. We  
22 established at the beginning that she is a fact  
23 witness, that she is not a corporate designee. She  
24 is employed by HSS Systems, commonly known in the  
25 Parallon Business Performance Group, Orange Park

1 Shared Services.

2 BY MR. DOUGLAS:

3 Q What's the difference between Parallon  
4 Business Performance Group and Parallon Business  
5 Solutions?

6 MS. HINSON: I am going to object. She is not  
7 a corporate representative. She can answer based  
8 on, you know, the facts that are known personally  
9 to her but she is not speaking for the company when  
10 she answers these questions.

11 BY MR. DOUGLAS:

12 Q Well, Ms. Zahler just testified, and I am just  
13 going to ask one clarifying question, because the names  
14 appear almost interchangeably.

15 MS. ZAHLER: Well, Parallon Business Solutions  
16 is the large arm of Parallon, which is a wholly  
17 owned subsidiary of AHCA and I am not testifying as  
18 a corporate witness here. Parallon Business  
19 Solutions has different entities, the business  
20 performance group handles revenue cycle, the HIM  
21 functions and some other functions. There is  
22 another arm that deals with staffing and H.R. and  
23 supply chain.

24 And there is another arm, which I am not even  
25 sure what it does.

1 MR. DOUGLAS: Okay. Thank you.

2 MS. ZAHLER: But Parallon Performance Group  
3 is an entity under Parallon Business Solutions.

4 MR. DOUGLAS: Thank you, Ms. Zahler. We  
5 appreciate that.

6 BY MR. DOUGLAS:

7 Q Ms. Trotter, you testified, if I am not  
8 mistaken, and correct me if I am wrong, that the  
9 contract states in the six pages that you attached,  
10 state that the percentage rate is the lessor of the  
11 contract, or the fee schedule. Is that correct?

12 A Yes.

13 Q What is the fee schedule you are referring to?

14 A The Florida Reimbursement Manual that was in  
15 effect for this particular account.

16 Q Okay. So based on your review of the manual,  
17 you are interpreting this, is that correct?

18 A Yes.

19 MS. HINSON: Object to form.

20 BY MR. DOUGLAS:

21 Q And you mentioned the stop loss, is that  
22 correct?

23 A Yes.

24 Q And what is that, in your understanding?

25 A According to the manual, there is a stop loss

1       that is to be applied once implants are carved out, for  
2       reimbursement purposes.

3           Q     Okay. Is that basically that they charge more  
4       than X dollars, they don't get reimbursed, based on the  
5       maximum reimbursement allowance, per diem basis?

6           MS. HINSON: Object to form.

7       BY MR. DOUGLAS:

8           Q     Let me go ahead and ask. What is the stop  
9       loss. What does that mean, what are you saying?

10          A     When --

11          MS. HINSON: I am going to object. She  
12       has answered this. She answered it for Ms.  
13       Harnage and she's answered it for you already. Ms.  
14       Trotter, if you have anything else to offer, you  
15       should now.

16       BY THE WITNESS:

17          A     I do not.

18       BY MR. DOUGLAS:

19          Q     So your expectation is that, based on what the  
20       computer system says, you've got a percentage of total  
21       billed charges without any further analysis?

22          A     I do not understand.

23          Q     Well, let me ask it this way. The computer  
24       said you expect \$111,000, right?

25          MS. HINSON: Object to form.

1 BY MR. DOUGLAS:

2 Q If the computer told you that the expected  
3 reimbursement is \$111,000 and some change, is that  
4 correct?

5 A Yes.

6 Q Is it your understanding that's based on the  
7 percentage of charges submitted by the hospital, is that  
8 correct?

9 A Yes.

10 Q What other review or analysis do you feel  
11 applies in your role besides looking at the computer and  
12 the percentage of charges?

13 MS. HINSON: I am going to object to form,  
14 and again, she is only a fact witness and she  
15 can only testify to her facts and personal  
16 knowledge, not her feelings or thoughts or her  
17 opinions.

18 BY MR. DOUGLAS:

19 Q Well, what's the policy? What do you guys do  
20 besides look at the expected reimbursement from the  
21 computer print out and compare it to the percent of  
22 charges; anything else?

23 A We do review the manual, the reimbursement  
24 manual.

25 Q You mean, the stop loss and percent, is that

1     what you're saying?

2           A     Right. We look at the reimbursement manual  
3     that provides the stop loss for charges and it also  
4     provides a per diem. It also provides the billing  
5     information, and it's just the hospital reimbursement  
6     manual.

7           Q     Okay. Did you look at any definitions of  
8     maximum reimbursement allowance, for example?

9           A     I believe so, yes. That is in the  
10    reimbursement manual.

11          Q     Okay. It is specifically defined? It says a  
12    specific maximum dollar amount?

13          A     It says, the stop loss, after the implants are  
14    carved out, if that amount is over the stop loss, you  
15    get a percentage of, and I believe this one particular  
16    states 75 percent of billed charges, and if after the  
17    implants are carved out, if it's under the stop loss,  
18    you get a per diem rate.

19          Q     Okay. And it's fair to say you didn't go back  
20    and review the other pages of the contract and no one  
21    else at Parallon reviewed any other pages of the  
22    contract besides the six or so pages that were attached  
23    to the provider of the petition, to determine what or  
24    how they might impact this, is that fair?

25               MS. HINSON: Object to form. She can't

1           testify as to what other folks at Parallon did.

2       BY MR. DOUGLAS:

3           Q     Okay. Well, do you know if anybody went and  
4       pulled other pages of the contract?

5           A     I do not know.

6           Q     Okay. If other pages exist within the  
7       computer system, do you know why they were not attached?

8           A     We attached the relevant portion of the  
9       contract, for this particular case.

10          Q     Are you saying that none of those are relevant  
11       from your perspective?

12          A     We attached --

13               MS. HINSON: Object to form. It doesn't matter  
14       what her perspective is. She's a fact witness to  
15       talk about what happened.

16       BY MR. DOUGLAS:

17          Q     Okay. Somebody said, these are the only  
18       relevant pages, is that accurate?

19               MS. HINSON: Object to form.

20       BY MR. DOUGLAS:

21          Q     Or did somebody say, are you aware of anybody  
22       talking about other pages, Ms. Trotter?

23          A     No.

24          Q     Okay. Are you aware of any other high level  
25       discussions or other discussions, inside or outside the

1 context of this case between Zenith and other AHCA  
2 corporate representatives in 2016?

3 MS. HINSON: Object to form, object on  
4 relevancy.

5 BY MR. DOUGLAS:

6 Q I am just asking if you are aware of any other  
7 discussions?

8 A Yes.

9 Q Are you aware of any emails coming from any of  
10 the Parallon Shared Services Groups saying they were  
11 going to shred emails from Zenith?

12 MS. HINSON: Object to form. Object on  
13 relevancy. Come on, Ralph.

14 BY MR. DOUGLAS:

15 Q Are you aware, that's the only pending  
16 question.

17 A No.

18 Q I don't have anything else.

19 MS. HARNAGE: Thank you. Madam Court  
20 Reporter, we would like to order an expedited  
21 transcript. We can talk about the time, off  
22 the record. Ms. Hinson, will you read or  
23 waive with your client?

24 MS. HINSON: We will read. Thank you.

25 (Deposition concluded at 11:19 a.m.)



## CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF DUVAL

I, the undersigned authority, certify that the  
witness, CATHERINE E. BRITT-TROTTER personally appeared  
before me and was duly sworn.

WITNESS my hand and official seal this 7th day  
of October 2018.

Margaret Chevalier  
Notary Public-State of Florida

## C E R T I F I C A T E

STATE OF FLORIDA

COUNTY OF DUVAL

I, Margaret Chevalier, Certified Court Reporter,  
certify that I was authorized to and did  
stenographically report the foregoing deposition and  
that the transcript is a true record.

I further certify that I am neither a relative nor  
counsel to any of the parties nor a relative or employee  
of any attorney or counsel connected herewith; nor  
financially interested in the event of such cause.

Dated this 7th of October, 2018.

Margaret Chevalier, CCR

## WITNESS' SIGNATURE

Please be advised I have read the foregoing  
deposition pages \_\_\_\_\_ through \_\_\_\_\_,  
inclusive. I hereby state there are:

(check one)

\_\_\_\_\_ no corrections

\_\_\_\_\_ corrections per attached

\_\_\_\_\_  
**Catherine E. Britt-Trotter**

