

AGREEMENT FOR SERVICES #534-PHD0606
AMENDMENT III

This Amendment III to that Agreement for Services #534-PHD0606, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Wittman Enterprises, LLC., a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 21 Blue Sky Court, Sacramento, CA 95828, and whose Agent for Service of Process is *Walter Imboden, 21 Blue Sky CT, Sacramento, CA 95828*, (hereinafter referred to as "CONTRACTOR");

R E C I T A L S

WHEREAS, CONTRACTOR has been engaged by COUNTY to perform ambulance billing services, in accordance with Agreement for Services #534-PHD0606, dated July 1, 2006; Addendum letter dated July 14, 2006; Amendment I, dated December 12, 2006; and Amendment II, dated June 9, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the Scope of Services of said Agreement, hereby amending *Article I*; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amending *Article IV*; and

WHEREAS, the parties hereto have mutually agreed to modify the Compensation for Services language of said Agreement, hereby amending *Article V*; and

WHEREAS, the parties hereto have mutually agreed to replace Exhibit A – 2008 El Dorado County Ambulance Rate Schedule with *Exhibit A (amended) – County of El Dorado Ambulance Rate Schedule, Effective June 1, 2010*, as approved by the Board of Supervisors via item 10-0415 on May 24, 2010, attached hereto and incorporated by reference herein;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #534-PHD0606 shall be amended a third time as follows:

I. Article I – Scope of Services, Item K shall be amended in its entirety to read as follows:

K. Processing of refunds for overpayments from payers.

CONTRACTOR shall be responsible for processing all refunds to payers resulting from an overpayment. CONTRACTOR will submit a separate invoice to COUNTY no less than quarterly for reimbursement of refund payments issued to payers. The invoice shall include a listing of refunds by patient account with the amount refunded. COUNTY shall have thirty (30) days upon receipt of invoice to process payment to CONTRACTOR for reimbursement.

II. Article V – Compensation for Services shall be replaced in its entirety to read as follows:

ARTICLE V – Compensation for Services

For services provided herein, COUNTY agrees to pay CONTRACTOR monthly at the rate of 4.75% of net ambulance billing collections deposited into the County Treasury in a designated account at the close of each month, with the exception of funds whereby the account has been turned over to COUNTY’s Revenue Recovery Division or COUNTY’s designated collection agent.

Funds received from accounts that have been transferred to COUNTY’s Revenue Recovery Division or designated collection agent shall be deposited in COUNTY’s account and reported separately to both COUNTY and COUNTY’s designated collection agent if applicable.

III. Article IV shall be replaced in its entirety to read as follows:

ARTICLE IV

Term: The initial term of this Agreement shall be three years commencing July 1, 2006. COUNTY may, in its sole discretion, award CONTRACTOR up to two (2) one year extensions of the Agreement.

Effective July 1, 2010, COUNTY elects to execute this second extension of the term through June 30, 2011.

Except as herein amended, all other parts and sections of that Agreement #534-PHD0606 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Neda West, Director, Health Services Department

#534-PHD0606

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #534-PHD0606 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

ATTEST:
Suzanne Allen de Sanchez Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

WITTMAN ENTERPRISES, LLC

By: _____
Corrine Wittman-Wong, CEO
"CONTRACTOR"

Dated: _____

By: _____
Jack Wittman, CFO
"CONTRACTOR"

Dated: _____

**COUNTY OF EL DORADO
AMBULANCE RATE SCHEDULE**

Adopted by the Board of Supervisors on May 24, 2010

Effective June 1, 2010

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,114
ALS Emergency Base Rate – Nonresident*	\$1,314
ALS Non-Emergency Base Rate ² – Resident	\$1,114
ALS Non-Emergency Base Rate – Nonresident*	\$1,314
ALS Level 2 ³ – Resident	\$1,174
ALS Level 2 – Nonresident*	\$1,374
Mileage	\$24/mile
Facility Waiting Time (per 1/4 hour)	\$205
Oxygen Use	\$87
Standby (Per Hour)	\$152
Critical Care Transport ⁴ – Resident	\$1,648
Critical Care Transport – Nonresident*	\$1,848
Treatment – No Transport ⁵	\$317
Medical Supplies & Drugs ⁶	Market Cost + 15%

¹ ALS Emergency Base Rate: This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least 0.1 mile from the pick up location.

² ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.

³ ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.

⁴ Critical Care Transport: This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.

⁵ Treatment – No Transport: This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)

⁶ Medical Supplies & Drugs: Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.

* Nonresident: \$200 additional charge applies to a patient whose home address includes a city, state or zip code located outside County of El Dorado.