

ATTACHMENT 'A'



Wittman Enterprises, LLC

Comprehensive Ambulance Billing & Consulting Service

February 8, 2007

El Dorado County EMS
415 Placerville Drive Ste J
Placerville, CA 95667

RE: January 31, 2007 erroneous deposit

Dear Board Members:

Firstly, I want to apologize for any inconvenience this situation may have caused. I assure you we have processes in place in order to circumvent these types of errors. With that said, as this process is a manual one, occasionally human errors will occur.

We are currently working your old transports in the Amazon billing system as well as billing current transports out of our Zoll billing system. Therefore we are receiving monies for billings out of both systems. In order to post and update patient accounts and balance in both systems, each deposit batch is kept separate. We make deposits on behalf of El Dorado County on Monday, Wednesday, and Friday. Each of those days may have two or three separate deposit batches. January 31, 2007 deposit had two batches. Because it is not uncommon for El Dorado to have three separate deposit batches, our employee did not question when he was given three. Unfortunately on this day the third deposit was for another client and as it was not clearly separated when given to him, he mistakenly deposited it into your account.

There is no excuse for this mistake. Both employees have been spoken to and reminded of how important it is to double check each other's work.

Please accept my assurance that this will not happen again in the future. In the event there are any return check fees we will accept full responsibility.

Best regards,

Corinne Wittman-Wong, CEO

Cc: Gretchen Bailey

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ATTACHMENT 'B'

1 RELEASE OF ALL CLAIMS, HOLD HARMLESS
2 AND INDEMNIFICATION AGREEMENT

3 This Release of All Claims, Hold Harmless and Indemnification Agreement (hereinafter
4 Agreement) is entered into by Wittman Enterprises, LLC (hereinafter Wittman) with respect to
5 the following facts:

6
7 RECITALS

8 WHEREAS, County and Wittman entered into an agreement whereby Wittman agreed
9 to process the payments to County from recipients of ambulance services including the
10 depositing of those payments into an account for the benefit of the County; and

11 WHEREAS, Wittman provides similar services to other clients; and

12 WHEREAS, on or about January 31, 2007, through no fault of the County, Wittman
13 deposited funds in the amount of \$28,730.61 (the funds) into the account established for the
14 benefit of the County which funds should have been deposited into the account of persons or
15 entities other than the County who were also clients of Wittman; and

16 WHEREAS, the parties hereto agree that the funds so deposited, \$28,730.61, should be
17 returned to Wittman for the benefit of those rightfully entitled to those funds; and

18 WHEREAS, the parties agree that the County should not suffer any adverse
19 consequences as the result of the return of the funds and desire to fully protect the County from
20 and against any actions, claims, disputes, conflicts, debts, charges and penalties arising from or
21 in any way related to the deposit, release, return or transfer of the funds;

22 NOW THEREFORE, in consideration of the foregoing facts and the covenants and
23 agreements contained herein, the parties agree as follows:

24 1. RELEASE

25 For and in Consideration of the return of the erroneously deposited funds in the amount
26 of twenty-eight thousand seven hundred thirty dollars and sixty-one cents (\$28,730.61) in the
27 form of drafts or checks payable to Wittman, which sum will have been deemed paid upon
28 delivery of such drafts or checks to Wittman, Wittman on its behalf and on behalf of its

1 respective affiliates, divisions, subsidiaries, predecessors, officers and directors releases and
2 forever discharges County, its officers, supervisors, employees, contractors or agents of and
3 from any and all liability, claims, demands, damages, actions and causes of action of every kind
4 including but not limited to such liability, claims, demands, damages, actions or causes of
5 action arising in tort, contract, statute, implied in law, common law or other theory of recovery,
6 whether known or unknown, arising out of or in any way related to the erroneous deposit or the
7 return of the aforesaid sums. Wittman further agrees that this release shall constitute a bar to
8 any such claims. Wittman further agrees and hereby covenants not to sue County, its
9 employees, officers, supervisors, directors, contractors or agents with respect to the subject
10 matter of this release.

11 2. INTENTION OF PARTIES

12 It is further understood and agreed that all rights under Section 1542 of the Civil Code
13 of California and any similar law of any state or territory of the United States are hereby
14 expressly waived. Said section reads as follows:

15 "1542. Certain Claims Not Affected By General Release. A general release does
16 not extend to claims which the creditor does not know or suspect to exist in his
17 favor at the time of executing the release, which if known by him must have
18 materially affected his settlement with the debtor."

18 It is acknowledged that Wittman is aware that they may hereafter discover facts in
19 addition to or different from those which they now know or believe to be true with respect to
20 the subject matter of this agreement, but it is their intention hereby to fully and finally forever
21 settle and release any and all matters, disputes, and differences, known or unknown, or
22 heretofore to have existed between Wittman and County, and that in furtherance of this
23 intention, the releases herein given shall be and remain in effect as full and complete general
24 releases notwithstanding discovery of existence of any such additional or different facts.

25 3. HOLD HARMLESS AND INDEMNITY

26 To the full extent of the law, Wittman further agrees to hold harmless, defend and
27 indemnify County, its officers, supervisors, employees, contractors or agents from and against
28 any and all liability, claims, demands, damages, actions or causes of action including attorneys'

1 fees and costs of every kind whether arising in tort, contract, statute, implied in law, common
2 law or any other theory of recovery arising from or in any way related or claimed to arise from
3 or be related to the deposit of the funds into the County's account or the return of the funds by
4 the County regardless of the nature or degree of fault on the part of the County excluding
5 however, such liability, claims, demands, damages, actions or causes of action arising from the
6 willful misconduct or sole negligence of the County. The duty of Wittman hereunder includes
7 the duty to defense inclusive of that set forth in Civil Code section 2778.

8 4. REIMBURSEMENT OF COUNTY

9 Wittman further agrees that in the event, any check which was part of the funds is
10 returned, dishonored or in any other manner found to be invalid, Wittman will within 30 days
11 of receiving notice of said event, reimburse County for the amount of the check returned,
12 dishonored or otherwise found invalid and any bank charges related thereto.

13 5. TIME IS OF THE ESSENCE

14 Wittman expressly agrees that time is of the essence in the performance of all covenants
15 and conditions in this Release.

16 6. ENTIRE AGREEMENT

17 This Agreement contains the entire understanding of the parties; there are no
18 representations, covenants or undertakings other than those either express, implied, or referred
19 to herein. Wittman acknowledges that the County or any agent or attorney or any other party
20 has not made any promise, representation, or warranty whatsoever, express or implied or
21 statutory, not contained or referred to herein, concerning the subject matter hereof, to induce
22 them to execute this Agreement, and acknowledges that it has not executed this Agreement in
23 reliance on any such promise, representation, or warranty not specifically contained or referred
24 herein.

25 7. BINDING ON SUCCESSORS

26 This Agreement and the covenants and conditions herein contained shall apply to, be
27 binding upon, and inure to the benefit of the respective heirs, administrators, executors, legal
28 representatives, assignees, successors, and/or agents of Wittman.

1 8. SEVERABILITY

2 The provisions of this Agreement are severable and should any provision be, for any
3 reason, unenforceable, the balance shall, nonetheless, be in full force and effect.

4 9. CONSTRUCTION

5 This Agreement shall in all respects be interpreted, enforced, and governed by and
6 under the laws of the State of California. This Agreement is to be deemed to have been jointly
7 prepared by Wittman and the County, and any uncertainty or ambiguity existing herein shall
8 not be interpreted against either of those parties, but according to the application of the rules of
9 interpretation of contracts, if any such uncertainty or ambiguity exists.

10 10. ATTORNEYS FEES

11 In the event that either the County or Wittman shall institute any action or proceeding to
12 enforce, construe, or interpret any rights granted hereunder, the prevailing party in such action
13 or proceeding shall be entitled, in addition to any other relief granted by the court or other
14 applicable judicial body to reasonable attorney fees.

15 11. AUTHORITY TO SIGN

16 Wittman represents that the undersigned individual executing this Agreement on their
17 behalf is fully authorized to do so by law or other appropriate instrument and to bind said party
18 to the obligations set forth herein.

19 12. VENUE

20 Wittman hereby waives any rights it may have pursuant to Code of Civil Procedure
21 section 394 regarding venue changes in case of litigation regarding this Agreement and
22 stipulates that any litigation involving interpretations of this agreement or the rights of the
23 parties under this Agreement shall be heard in El Dorado County.

24
25 Date: 4-3-07 -

Wittman Enterprises, LLC

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