

AGREEMENT FOR SERVICES #534-PHD0606  
AMENDMENT II

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This Amendment II 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");

**W I T N E S S E T H**

**WHEREAS**, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

**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 and Amendment I, dated December 12, 2006, incorporated herein and made by reference a part hereof; 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 amend **Articles XII – Notice to Parties** and **Article XIX - Administrator**;

**WHEREAS**, the parties hereto have mutually agreed to amend and replace **Exhibits A and B**;

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

I. All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

II. Article IV shall be amended 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, 2009, County elects to extend the term of this Agreement through June 30, 2010.

III. Article XII shall be amended in its entirety to read as follows:

**ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY Health Services Department  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**WITTMAN ENTERPRISES, LLC  
21 BLUE SKY COURT  
SACRAMENTO, CA 95828  
ATTN: CORRINE WITTMAN-WONG**

Or to such other location as Contractor directs.

IV. Article XIX shall be amended in its entirety to read as follows:

**ARTICLE XIX**

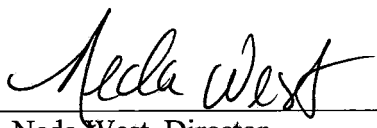
**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Richard Todd, EMS Agency Administrator, Health Services Department – Public Health Division, or successor.

V. Original Exhibit A shall be amended and replaced with amended Exhibit A attached hereto and incorporated herein.

VI. Original Exhibit B shall be amended and replaced with amended Exhibit B attached hereto and incorporated herein.

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: 4/29/09  
Neda West, Director  
**Health Services Department**

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #534-PHD0606 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Ron Briggs, Chairman  
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*  
Corrine Wittman-Wong, CEO  
"Contractor"

Dated: 5-8-09

By: *Walter Imboden*  
Jack Wittman, CFO  
Contractor  
Walter Imboden, President

Dated: 5-8-09

**2008 EL DORADO COUNTY  
AMBULANCE RATE SCHEDULE**

**Effective September 1, 2008**

Description	Rate
ALS Emergency Base Rate <sup>1</sup> – Resident	\$1,003
ALS Emergency Base Rate – Nonresident*	\$1,028
ALS Non-Emergency Base Rate <sup>2</sup> – Resident	\$1,003
ALS Non-Emergency Base Rate – Nonresident*	\$1,028
ALS Level 2 <sup>3</sup> – Resident	\$1,085
ALS Level 2 – Nonresident*	\$1,110
Mileage	\$23/mile
Facility Waiting Time (per 1/4 hour)	\$194
Oxygen Use	\$87
Standby (Per Hour)	\$144
Critical Care Transport <sup>4</sup> – Resident	\$1,560
Critical Care Transport – Nonresident*	\$1,585
Treatment – No Transport <sup>5</sup>	\$300
Medical Supplies & Drugs <sup>6</sup>	Market Cost + 15%

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

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

<sup>5</sup> 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.)

<sup>6</sup> 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: Charge applies only to a patient whose home address includes a city, state or zip code located outside El Dorado County.

**EXHIBIT B**  
(amended)

**ALPINE COUNTY**  
**AMBULANCE RATE SCHEDULE**  
(Effective January 1, 2008)

Description	Rate
ALS Emergency Base Rate *	\$1,237
ALS Non-Emergency Base Rate **	\$1,237
ALS Level 2 ***	\$1,791
Critical Care Transport	\$2,118
Services – No Transport ****	\$292
Mileage	\$26/mile
Facility Waiting Time (per 1/4 hour)	N/A
Oxygen Use	\$53
SCT/CCT Nurse Charge	\$138
Medical Supplies & Drugs *****	Cost + 15%

- \* ALS Emergency Base Rate: This base rate is charged for all ambulance transports in which an emergency Code 3 response (lights and siren) was required, or emergency treatment rendered, or any type of Advanced Life Support procedure was involved.
- \*\* ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers which can be scheduled from a private residence, nursing facility, or hospital and not requiring an emergency response.
- \*\*\* 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, intraosseous line.
- \*\*\*\* Services – 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.)
- \*\*\*\*\* Medical Supplies & Drugs: Medical supplies and drugs are billed in addition to other applicable fees at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.