

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
WITTMAN ENTERPRISES, LLC
FOR
BILLING SERVICES FOR EMERGENCY PARAMEDIC AND AMBULANCE SERVICE

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and WITTMAN ENTERPRISES, LLC, a Limited Liability Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide billing services for emergency paramedic and ambulance services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Corinne Wittman-Wong who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on October 21, 2019 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed One Million Eighty Thousand Dollars (\$1,080,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars

(\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall

be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or

other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Fire Chief
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Wittman Enterprises, LLC
ATTN: Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA 95670

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining

covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this

Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
and through their authorized officers.

CONSULTANT,
WITTMAN ENTERPRISES, LLC

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: Walter Imboden
print name

Mayor

ITS: (circle one) Chairman President Vice President

City Clerk

AND

By: Kathryn S. Garcia
print name

INITIATED AND APPROVED:

David A. Segn
Fire Chief

ITS: (circle one) Secretary Chief Financial Officer Asst.
Secretary - Treasurer

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney mu

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Wittman Enterprises, LLC will conduct emergency paramedic and ambulance billing services for the City of Huntington Beach.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Private Billing

Wittman Enterprises, LLC to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 X 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within three (4) days of receipt of transport tickets. Toll Free 800 telephone number provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this call, Wittman's will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

1. Invoice	Immediately
2. Statement	30 days
3. Past Due	20 days
4. Final Demand	10 days

Medicare, Medicaid, Medi-Medi

Wittman Enterprises, LLC to prepare all invoices and electronically convey to Medicare and Medicaid/Medi-Cal fiscal intermediaries.

All secondary and coinsurance billing transferred to the appropriate secondary pay source and promptly billed to that source.

III. Workers' Compensation and Private Insurance

Wittman Enterprises, LLC to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by Wittman Enterprises, LLC.

Delinquent Claim Handling

Patients with claims aging over 45 days will be contacted by telephone for payment arrangements. Telephone follow up will continue until payment in full is received or account is dismissed by the City to an outside collection agency.

Wittman Enterprises, LLC will utilize installment billing as allowed by the City in cases of financial hardship.

Receipts Processing

Wittman Enterprises, LLC will receive direct payment, posting and depositing cash receipts within one (1) day of receipt. Bank deposit receipt will be emailed to the City. Wittman Enterprises, LLC shall have no access to the proceeds of the receipts. All funds are under the exclusive control of the City of Huntington Beach.

Reports

Monthly, Wittman Enterprises, LLC will perform accurate month end close procedures that will result in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Provider Responsibilities

- Submit necessary transport information, including pay source information and patient condition, to Wittman Enterprises, LLC for billing purposes.
- Forward to Wittman Enterprises, LLC all necessary information relating to patient transports services, payments and patient eligibility.
- Notify Wittman Enterprises, LLC of any accounts that require special attention.
- Obtain signature of patient or guardian.
- Provide patient's Social Security Number

Source Documents

Wittman Enterprises, LLC will retain all source documents including attachments for six (6) years. When service contracted is terminated, all source documents are returned to Provider at the Provider's expense.

C. CITY'S DUTIES AND RESPONSIBILITIES:

In a timely manner, the City will provide accurate documentation to the vendor so that they can conduct emergency paramedic and ambulance billing services. The City will provide vendor with supplemental documents as required from various sources to assist in completing billing services.

D. WORK PROGRAM/PROJECT SCHEDULE:

To be determined.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.
2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

**EXHIBIT B
PAYMENT SCHEDULE**

**CITY OF HUNTINGTON BEACH PROFESSIONAL SERVICES AGREEMENT
WITH
WITTMAN ENTERPRISES, LLC
FOR
EMS BILLING SERVICES**

I. Fees

- | | |
|----------------------------------|--------------------------------|
| A. Percentage of Net Collections | 3.90% of net collected revenue |
| B. Monthly Reports | Included |

Net Collections are the dollars eligible for collection after adjusting for Medicare and Medi-Cal write downs. "Collected Revenue" is the net dollars collected minus any refunds or payor adjustments. Billing services are offered for a percentage of collected revenue as agreed upon by the two parties and indicated above.

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WITTENT-01

JMAHNCKE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Elite Insurance Solutions 130 Diamond Creek Place, Suite 2 Roseville, CA 95747	CONTACT NAME:		
	PHONE (A/C, No, Ext): (916) 259-6900	FAX (A/C, No): (866) 206-8646	
INSURED Wittman Enterprises LLC 11093 Sun Center Drive Rancho Cordova, CA 95670	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Insurance Company of Hartford		
	INSURER B: Continental Insurance Company		
	INSURER C: Continental Casualty Company		
	INSURER D: State Compensation Insurance Fund		
INSURER E: AXIS Surplus Insurance Company			
INSURER F: Travelers Casualty Insurance Co of Amer			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		B6020067350	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLI FIDUCIARY \$ 10,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			B6020067395	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			MICHAEL E. GATES CITY OF HUNTINGTON BEACH	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9161868-2019	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Liability			P00100004271101	11/7/2018	11/7/2019	Aggregate/Limit \$ 1,000,000
F	Professional Liab			107019103	1/1/2019	1/1/2020	Each Claim/Agg \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers will be named as Additional Insured with respects to General Liability per attached endorsement form number SB146932F.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Billing Services for Emergency Paramedic and Ambulance Service

SERVICE DESCRIPTION: Provide the tasks and activities associated with preparing, invoicing, categorizing, recording, monitoring, supervising and managing the billing program for those emergency medical services operated by the City of Huntington Beach Fire Department.

VENDOR: Wittman Enterprises, LLC

OVERALL RANKING: 1 of 3

SUBJECT MATTER EXPERTS/RATERS:

1. Project Manager, Finance 2. Senior Civil Engineer, Public Works 3. Administrative Analyst, Finance

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score:

Wittman Enterprises, LLC – Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Compliance with RFP</i>	135	150
<i>Technical Approach</i>	325	375
<i>Qualifications</i>	350	375
<i>Clarity</i>	135	150
<i>Cost</i>	225	375
<i>References and Background</i>	75	75
Total	1245	1500

II. DUE DILIGENCE REVIEW

- Wittman Enterprises currently provides billing services for the City of Huntington Beach and other comparable agencies in Orange County including Newport Beach, Costa Mesa, Anaheim and Fullerton. Vendor meets project requirements and City's needs.

Wittman Enterprises, LLC – Summary of Review	
<ul style="list-style-type: none">• Vendor scored highest in five out of six categories and met all requirements of the RFP. They have provided consistent & quality billing services to the City.	

Wittman Enterprises, LLC – Pricing	
<ul style="list-style-type: none">• 3.9% of net collections, lower rate from current contract	

PROFESSIONAL SERVICE AWARD ANALYSIS

SERVICE: Billing Services for Emergency Paramedic and Ambulance Service

SERVICE DESCRIPTION: Provide the tasks and activities associated with preparing, invoicing, categorizing, recording, monitoring, supervising and managing the billing program for those emergency medical services operated by the City of Huntington Beach Fire Department.

VENDOR: Vendor #2

OVERALL RANKING: 2 out of 3

SUBJECT MATTER EXPERTS/RATERS:

1. Project Manager, Finance 2. Senior Civil Engineer, Public Works 3. Administrative Analyst, Finance

I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score:

VENDOR #2– Minimum Qualifications Review		
<u>Criteria</u>	<u>Total Weighted Score</u>	<u>Maximum Score</u>
<i>Compliance with RFP</i>	130	150
<i>Technical Approach</i>	250	375
<i>Qualifications</i>	287.50	375
<i>Clarity</i>	120	150
<i>Cost</i>	350	375
<i>References and Background</i>	55	75
Total	1,192.50	1500

II. DUE DILIGENCE REVIEW

- Vendor provides billing services to City of Los Angeles, City and County of San Francisco, and cities in Northern California.

VENDOR #2– Summary of Review
• Vendor met the requirements in the RFP.

VENDOR #2– Pricing
• 2.75% of net collections