

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
WITTMAN ENTERPRISES LLC FOR AMBULANCE BILLING
AND COLLECTION SERVICES

NAME OF CONTRACTOR: WITTMAN ENTERPRISES, LLC

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Corinne Wittman-Wong, Chief Executive Officer

CONTRACTOR'S ADDRESS: 11093 Sun Center Drive
Rancho Cordova, CA 95670
Attention: Corinne Wittman-Wong, Chief Executive Officer

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Ralph E. Mundell

COMMENCEMENT DATE: July 1, 2015

TERMINATION DATE: June 30, 2018, unless extended pursuant to Section 2

CONSIDERATION: Not to exceed the amount set forth in the City-approved purchase orders, based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
WITTMAN ENTERPRISES LLC FOR AMBULANCE BILLING
AND COLLECTION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Wittman Enterprises LLC (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONTRACTOR shall commence its services under this Agreement upon THE Commencement Date or upon a receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation. (Check the Applicable Box)

(a) Compensation

If compensation is based on an hourly rate

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the hourly rates set forth in Exhibit B.

If compensation is based on a flat fee

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses [check applicable provision]

If no reimbursable expenses

The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

If City reimburses for certain expenses in addition to compensation

CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONTRACTOR which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) Professional Liability Insurance [check if applicable]

A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is

available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this

Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 25 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20____, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD., M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR:

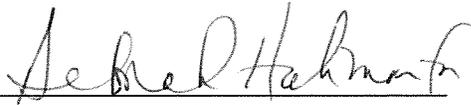


CORINNE WITTMAN-WONG
Chief Executive Officer



WALTER IMBODEN
President

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



RALPH E. MUNDELL
Fire Chief



DON RHOADS
Assistant Director of Administrative Services/CFO



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

A. Invoicing

1. CONTRACTOR shall generate invoices and bill thereafter for CITY ambulance services in the following manner.
 - a. Retrieve an electronic patient care record (PCR) and other related billing information from CITY and affiliate Departments, referred hereafter as CITY, via software (as chosen by the CITY) or the equivalent thereof.
 - b. Prepare and submit accurate and complete claims according to the services rendered, as defined on the PCR, according to the rates established by CITY, according to procedures established by the CITY and CONTRACTOR, and according to all applicable statues and regulations, including, but not limited to:
 - i. Those of Centers for Medicare and Medicaid Services,
 - ii. The Fair Debt Collection Practices Act, and
 - iii. Those of CITY.
 - iv. In the event additional or duplicate claims need to be prepared and submitted, CONTRACTOR agrees to ensure timely delivery of invoices to all responsible parties.
 - c. Mail invoices to patients and parties responsible for payment as follows:
 - i. Responsible parties may include, but are not limited to, Medicare, Medicaid, commercial insurance, supplemental insurance and or secondary insurance, workers compensation.
 1. Electronic filing is the required method of filing Medicare and Medicaid claims. Electronic filing is the preferred method of filing to all other guarantors, if applicable. Otherwise, paper invoices may be issued directly to the patient guarantors.
 - ii. CONTRACTOR shall provide all billing functions, including, but not limited to, all mailings to patients and responsible parties, with no additional obligation to CITY for the cost for postage or telephone calls performed.
 - iii. CONTRACTOR shall pre-screen all claims to confirm compliance with guarantor's guidelines as applicable (e.g. assignment of benefit signature forms, etc).

- iv. CONTRACTOR shall verify insurance eligibility utilizing available resources and commercial databases prior to submission of a patient claim for reimbursement.
- v. The initial invoice shall be dropped no later than fifteen (15) days after the date of service or three (3) days after CONTRACTOR has received the PCR.
 - 1. Invoices shall include the statement 'all checks to be made payable to the City of Beverly Hills' or the equivalent thereof.
- vi. The second invoice shall be dropped thirty (30) days from the date the initial invoice was dropped;
- vii. The third invoice, which is to serve as the 'Final Notice', shall be dropped 30 days from that of the second notice;
- viii. In the event that benefits due to CITY remain outstanding, CONTRACTOR may forward said account to a Collection Agency;
 - 1. Collection Agency, under sub contract with CONTRACTOR, is subject to compliance to requirements herein, and as such, the CITY may choose to assess the CONTRACTOR's utilization of such and request collection services be rendered by another firm if the Collection Agency practices in conflict with said requirements.
 - a. CONTRACTOR agrees to act as Custodian of Records on behalf of CITY as it relates to patient record sharing with the Collection Agency.
 - 2. CONTRACTOR shall track accounts forwarded to the Collection Agency and will include in its reporting, outstanding balances, in aggregate.
 - 3. CONTRACTOR shall assist the Collection Agency post surrendering the account to the Collection Agency with;
 - a. Information gathering.
 - b. Filing insurance claims for accounts in collections.
 - c. Review of account status with the collection firm.
 - d. Receive phone calls and assist with conflict mitigation / contestation as it relates to outstanding balances levered against the patient / responsible party.
 - e. Receive, post, and forward payments received on accounts surrendered to collections.

d. Receivables

- i. CONTRACTOR agrees to maintain documentation that accounts for receivables as a result of services provided by CITY.
 - ii. CONTRACTOR shall be responsible for collecting all benefits due to CITY.
 - iii. CONTRACTOR shall maintain the ability to handle all third party submissions and insurance claims.
 - iv. CONTRACTOR shall make deposits of payments rendered directly into a CITY designated account on a daily basis or once received, whichever occurs first. Payments shall be posted to patient accounts within one (1) working day of receipt. Information regarding such receivables shall be forwarded to CITY in the form of a weekly deposit cap.
 1. CONTRACTOR shall adhere to CITY Finance / Accounting policies and procedures as it relates to direct depositing of payments.
 - v. CONTRACTOR shall allow installment payments as authorized by CITY in writing in cases of financial hardship.
 - vi. CONTRACTOR shall accept credit card payments on behalf of CITY.
2. CONTRACTOR shall employ and utilize certified ambulance coders as defined by 'Certified Ambulance Coder Certification and Recertification Standards' (National Academy of Ambulance Coding) or the equivalent thereof.
 3. CONTRACTOR shall cooperate with CITY as to how certain accounts are to be handled.
 - a. Said accounts include, but are not limited to, those of financial hardship, specific age classifications, handicapped, and people of certain dependent situations.

B. System Integration and Compliance

1. CONTRACTOR shall provide all supplies, equipment, personnel, computer hardware & software, billing & insurance forms, lien forms, and miscellaneous office supplies necessary to function on a day to day basis as it relates to CITY's Accounts Receivables.
2. CONTRACTOR shall have the ability to utilize a secure platform for extract file transfer. Said transfer shall be remote and the retrieval of CITY's patient care records shall be via CITY's VPN, using software of CITY's choice. If CONTRACTOR recommends an alternative method for file transfer, CONTRACTOR shall provide a detailed description of such and is subject to CITY's written approval. Acceptance of

such an alternative method shall be consistent with CITY's Information Technologies policies and procedures.

3. CONTRACTOR shall utilize a process that ensures uninterrupted flow of service.
 - a. CONTRACTOR shall have a backup system and data recovery process / plan such that data related to CITY is recoverable.
 - b. CONTRACTOR's data recovery plan / process may be requested by CITY for review.
4. CONTRACTOR shall retain records / data related to the performance of this Agreement for a minimum of twenty five (25) years.
 - a. CONTRACTOR shall maintain a records retention policy subject to the approval of CITY. Said policy may be requested by CITY at any time for review,
 - b. CONTRACTOR shall notify CITY prior to purging aged records which exceed the twenty five (25) year term.
5. CONTRACTOR shall adhere to regulations as stated within The Health Information Portability and Accountability Act 1996 (HIPAA) and subsequent regulations thereafter, The HITECH Act 2009, The Final Security Rule 2013, and The Privacy Act, as amended.
 - a. CONTRACTOR shall provide training to its employees regularly to demonstrate compliance with the regulations noted above.
 - b. CONTRACTOR shall provide its Privacy Policy to CITY, or the equivalent thereof, at the request of CITY.
6. CONTRACTOR will enter into business agreements with organizations they choose to sub contract with for the purposes of providing ambulance billing services to CITY,
 - a. Said business agreements shall be compliant as defined by HIPAA and shall comply with the insurance provisions of this Agreement.
7. CONTRACTOR shall transmit necessary data, as requested by the Los Angeles County EMS Agency.
8. In the event that CITY transitions to implementation and utilization of ePCRs, CONTRACTOR agrees to cooperate with CITY so that services contracted herein may be continued using the new IT solution.
 - a. If CONTRACTOR is either unable or unwilling to develop and implement changes such that said integration does not occur, CITY reserves the right to terminate this agreement as provided in Section 13 of the Agreement.

C. Reporting

1. CONTRACTOR shall utilize General Accepted Accounting Principles for accounting practices as it relates to billing.
2. Monthly reports shall be provided to CITY. Content therein shall include, but not be limited to.
 - a. Receivables,
 - b. Payor mix,
 - c. Aging accounts,
 - d. Accounts forwarded to collections (in aggregate),
 - e. Write downs,
 - f. Write offs (bad debt),
 - g. Refunds (actual and pending),
 - h. Ground Emergency Medical Transportation (GEMT) related data,
 - i. Fees charged for services rendered,
 - j. Other reports deemed necessary by CITY.
3. CONTRACTOR shall submit an annual report, that collates the data sets noted above, at the end of each CITY fiscal year (July 1 thru June 30) no later than July 30th of each year.
4. CITY reserves the right to audit the accounting records of CONTRACTOR as it relates to the services contracted for. CONTRACTOR shall maintain complete records of accounts, revenue, costs, and expenses specific to services contracted for. CONTRACTOR shall maintain said records in accordance with GAAP.
5. CONTRACTOR shall provide analysis / consulting in issues related to ambulance billing and the services contracted for upon request from CITY.
 - a. Upon request from CITY, CONTRACTOR will meet with CITY agents to discuss ambulance billing issues, CONTRACTOR performance, quality assurance, and or other items as deemed by CITY.

D. Training

1. CONTRACTOR shall provide up to two (2) hours of comprehensive training, at no additional cost, on documentation regulations as established by.

- a. Medicare,
 - b. Medicaid,
 - c. Commercial health plans,
 - d. Workers compensation,
 - e. Other Payor products.
2. CONTRACTOR shall provide training to CITY staff bi-annually, at times and dates mutually agreed upon by the parties.
 - a. CONTRACTOR shall provide said training to the A, B, and C shifts.
 3. CITY reserves the right to edit / extract curriculum that is conflicting with CITY policy / operations and or Los Angeles County EMSA policy.

E. Customer Service

1. CONTRACTOR shall provide a 'Customer Service' agent, who shall provide patient account information, Monday through Friday, during normal business hours, excluding holidays recognized by CONTRACTOR.
 - a. A local or toll free number shall be provided.
 - b. CONTRACTOR shall maintain compliance with the American with Disabilities Act as it relates to access to 'Customer Service' services.
2. CONTRACTOR's Customer Service shall assist patients and or other third party payees in all billing inquiries in a timely manner.
3. CONTRACTOR shall provide a designated Account Manager / Representative that shall serve as a liaison between CITY and CONTRACTOR for all inquiries,
 - a. Said Account Manager shall be made available with in the same window as defined for the Customer Service agent.
4. CONTRACTOR agrees that the CITY shall act as the final arbitrator for issues surrounding customer service satisfaction and conflict between patients / responsible parties and the CITY.
5. CONTRACTOR agrees that CITY reserves the right to forgive debt (full or partial burden) at CITY's discretion.

F. Other

1. CONTRACTOR shall agree that the billing data, including all components of data and data tables, is the sole property of CITY.

2. CONTRACTOR shall stipulate that CONTRACTOR reserves no rights to sell and or use the data in any manner other than to provide the service CITY has contracted for. CONTRACTOR shall not sell or allow the use of data for any purpose other than that so contracted.
3. CONTRACTOR understands that if CITY terminates the Agreement pursuant to Section 13, CONTRACTOR shall, within three (3) days of notice of termination, provide CITY with all data, data files, data tables, and data backup that are related to CITY accounts in the format prescribed by CITY's Information Technology Department. At such time, CONTRACTOR shall certify that all CITY related data has been purged from their systems and that no copies and or sources of data are in CONTRACTOR's possession.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Fee Options	Fee
<u>Years 1-3</u> : EMS Billing and Collection Services (per ticket fee based)	\$20.25 per ticket fee
<u>Year 4</u> : EMS Billing and Collection Services (per ticket fee based)	\$20.25 plus CPI Adjustment
<u>Year 5</u> : EMS Billing and Collection Services (per ticket fee based)	Year 4 rate plus CPI Adjustment



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED _____

COMPANIES AFFORDING COVERAGE

- A. _____
- B. _____
- C. _____

ADDRESS _____

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____



WITTENT-01 CDILLON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2015

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 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 140 Diamond Creek Place Roseville, CA 95747	CONTACT NAME:	
	PHONE (A/C. No. Ext): (916) 259-6900	FAX (A/C. No.): (866) 206-8646
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Granite State Insurance	23809
INSURED Wittman Enterprises LLC PO Box 269110 Sacramento, CA 95826	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPI/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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	WC065256372	07/01/2014	07/01/2015	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Beverly Hills
City Clerk
455 N Rexford Drive
Beverly Hills, CA 90210

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

Alexandria Gimmeth

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POLICY NUMBER: B4012487490

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/1/2014	Countersigned By: <i>Jean Braden</i>
Named Insured: Wittman Enterprises, LLC	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
 ALL PERSONS OR ORGANIZATIONS ARE AN ADDITIONAL INSURED FOR
 LIABILITY DUE TO YOUR NEGLIGENCE SPECIFICALLY RESULTING
 FROM YOUR WORK FOR THE ADDITIONAL INSURED WHICH IS THE
 SUBJECT OF A WRITTEN CONTRACT OR WRITTEN AGREEMENT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY - DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D - Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:**

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

- C. The first Paragraph under Item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:**

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to E. Businessowners General Liability Conditions in the Businessowners Liability Coverage Form:

- e. Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;

- (3) Any manager, if you or an additional insured is a limited liability company;

- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

- (5) Any trustee, if you or an additional insured is a trust; or

- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph e. applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, Item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to Section F. Liability and Medical Expenses Definitions, Item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a. The insured; or

- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, Section B.:

**(15) Discrimination Relating to Room,
Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (Expanded Personal and Advertising Injury) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, Item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.