Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY, AND HOUSING & ECONOMIC DEVELOPMENT COMMITTEE

Council Chambers, 305 West Third Street

February 23, 2021

Regular Meeting - 6:45 to 8:15 PM

(TEMPORARY MEETING TIME CHANGE)

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 12:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 12:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

D. REPORTS

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Presentation / Committee Discussion / Public Comment)

1. Fire Department

SUBJECT: Award Agreement A-8299 to Wittman Enterprises, LLC to Provide Emergency Medical Services (EMS) Billing and Collection Services (0/10/5)

RECOMMENDATION: That the Community Services, Public Safety, and Housing & Economic Development Committee recommend that City Council:
1) Award and authorize the Mayor to execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of $500,000 annually for Emergency Medical Services (EMS) billing and collection services for a five term commencing March 16, 2021; and
2) Approve the use of Oxnard City Code 4-3.L that permits the City to "piggyback", whereby the City utilizes another agency or jurisdiction's solicitation, as allowed in the agreement between the City of Chula Vista and Wittman Enterprises, LLC.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/sQeK8LFcfpY

Contact: Alexander Hamilton, (805) 385-7708

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1

DATE: February 23, 2021

TO: Public Safety Committee

FROM: Alexander Hamilton, Interim Fire Chief, (805) 385-7708, alexander.hamilton@oxnard.org

SUBJECT: Award Agreement A-8299 to Wittman Enterprises, LLC to Provide Emergency Medical Services (EMS) Billing and Collection Services (0/10/5)

RECOMMENDATION

That the Community Services, Public Safety, and Housing & Economic Development Committee recommend that City Council:
1) Award and authorize the Mayor to execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of $500,000 annually for Emergency Medical Services (EMS) billing and collection services for a five term commencing March 16, 2021; and
2) Approve the use of Oxnard City Code 4-3.L that permits the City to "piggyback", whereby the City utilizes another agency or jurisdiction's solicitation, as allowed in the agreement between the City of Chula Vista and Wittman Enterprises, LLC.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/sQeK8LFcfpY

BACKGROUND

On December 1, 2020, Fire Department staff along with AP Triton Consultants presented a report to City Council reviewing an EMS System Valuation and Deployment Study. At that time, City Council approved Resolution 15,399 to assert the City's statutory right to provide ambulance and emergency medical services pursuant to California Health & Safety Code Section 1797.201 and authorizing the City Manager to withdraw from the Joint Powers Agreement (JPA) created by the County of Ventura.

July 1, 2021, is the date the City will withdraw from the JPA. A Request for Proposals to provide ALS Ambulance Transport Services was posted on January 19, 2021, with a tentative date of April 20, 2021, for City Council approval of the agreement. This item requests the Council award an agreement to Wittman Enterprises, LLC to provide third-party billing and collection services, so the City may recover its cost of transport operations.

DISCUSSION

Wittman Enterprises, LLC has been selected to provide billing and collection services for the City based on Special Provision 5 of Agreement R2021-006 between the City of Chula Vista and Wittman Enterprises, LLC

that allows for other public agencies to participate in the award of the contract.

The City of Chula Vista award to Wittman Enterprises, LLC was based on Request for Bid (RFB) for EMS Billing Collection Services (P04-20/21) released on September 18, 2020 and following competitive RFB process, pursuant to Chula Vista Municipal Code 2.56.080, to identify the most qualified and cost-effective company.

A total of one thousand two hundred and forty-two (1,242) companies were notified through PlanetBids. Twenty-one (21) companies downloaded the solicitation. Of the 21 companies that downloaded, seven (7) companies responded and three (3) were responsive. Upon review of responses and subsequent staff presentation by the two finalists, the contract was awarded to Wittman Enterprises, LLC. Wittman is well-known and well-respected for the medical services they provide to other agencies locally, and in particular for municipal providers of emergency ambulance transport.

The agreement is for a five year term, March 16, 2021, through March 15, 2026. The compensation to Wittman Enterprises, LLC is 3.25% of net receipts billed and collected with an anticipated amount not to exceed $500,000 annually, upon completion of all required services to City's satisfaction, and a not to exceed amount of $2,500,000 through March 15, 2026.

Wittman Enterprises, LLC will procure a National Provider Identification number and submit and complete Medi-Cal enrollment on behalf of the City in anticipation of the ambulance transport services to start on July 1, 2021.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The General Fund costs associated with this contract for medical billing services are limited to the compensation to be paid to Wittman Enterprises, i.e., 3.25% of net receipts billed and collected. The agreement term has a not to exceed amount of $500,000 annually. Billing and collection services will begin in FY 2021-2022. The remaining 96.75% of net receipts billed and collected by Wittman Enterprises will be net new revenue for the General Fund, to recover the cost of transport operations. Recognition of the anticipated new revenue and an appropriation for transport operations will be included in the Proposed FY 2021-22 Budget.

Prepared by: Amy Van Atta, Management Analyst II

ATTACHMENTS

1. A-8299 Wittman Agreement.v3.5
2. Billing Agreement Slides

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: March 16, 2021

(2) Vendor: Wittman Enterprises, LLC

(3) Services: To provide emergency medical billing and collection services for the Oxnard Fire Department emergency medical transport program, to procure a National Provider Identification number for the City and to submit and complete Medi-Cal Enrollment on behalf of the City.

(4) Schedule of Services: Contractor to perform the required services described in Exhibit A, which is attached hereto and incorporated herein.

(5) Agreement Ending Date: March 15, 2026

(6) Total Agreement Amount: City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an amount not to exceed $500,000 annually, upon completion of all Required Services to City's satisfaction.

(7) City's Project Manager: Jaime Villa

(8) Vendor's Project Manager: Jennifer Gentry, Client Liaison

(9) Insurance Coverage: INS-W

(10) Addresses for Notice:

FOR VENDOR:	*FOR CITY:*
Attn: Corinne Wittman-Wong, CEO	Attn: Jaime Villa, Emergency Medical Coordinator
1093 Sun Center Drive	360 West Second Street
Rancho Cordova, CA 95670	Oxnard, CA 93030
(916) 669-4608	(805) 385-8361
cwittmanwong@webillems.com	Jaime.villa@oxnard.org

(11) Contact Emails:

VENDOR'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
Jgentry@webillems.com	Jaime.villa@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

X Scope of Services Exhibit
X Rates and Costs Exhibit
X Insurance Exhibit (INS-W)

DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Vendor shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Vendor shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Vendor fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Vendor.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Vendor in performing the Services.

6. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department

Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Vendor shall include a copy of this Section 12 in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Vendor provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Vendor shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Vendor or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this

Agreement. Vendor's obligation to defend is a separate and distinct obligation from Vendor's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Vendor shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Vendor of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Vendor provides no design professional services, to the maximum extent permitted by law, Vendor shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Vendor or of any of its officials, directors, officers, employees, subcontractors, or agents. Vendor's obligation to defend is a separate and distinct obligation from Vendor's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Vendor shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Vendor of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Vendor shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section 19.

20. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Vendor shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of

Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

23. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Vendor and is based upon a determination of Vendor's personnel's unique competence, experience and specialized personal knowledge. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

26. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

27. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

28. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

32. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant,

or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. Electronic Transmission of contract and signature. The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that signatures shall have the same force and effect as original signatures, in accrodance with California Government Code Section 16.5 and Civil Code Section 1633.7.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

X John C. Zaragoza, Mayor[1] Date

☐ Alexander Nguyen, City Manager

☐ Daniel Willhite, Purchasing Agent

☐ Patricia Garcia, Buyer

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

WITTMAN ENTERPRISES, LLC

Corrine Wittman-Wong, CEO Date

Walter Imboden, President/CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES

Wittman Enterprises, LLC, also referred to as "Vendor" to provide Emergency Medical Services (EMS) billing and collection services for the Oxnard Fire Department program, Advanced Life Support ambulance services.

Detailed description of services provided by Wittman Enterprises, LLC (vendor):

Provide detailed information on incomplete patient data. In the event a record is incomplete upon receipt, Wittman Enterprises, LLC shall accept patient data via hard copy. Utilize a secure data transfer system such as SFTP for billing transfer or an alternative detailed description of the recommended process.

Receive supplement patient information (such as FACE sheets, if available), via fax, email, or mail.

Provide the software/hardware billing system to ensure complete and uninterrupted backup systems and a data recovery plan/system should a disaster occur. Provide their data recovery plan/system and provide information on data backups. Provide all hardware/software associated with the billing and collections process. The software will interface with ImageTrend Elite.

Provide an audit process and be responsible for reconciling ePCRs compared with CAD and ImageTrend Elite data to ensure there are no missing ePCRs, including ePCRs for each patient in a multiple patient incident; ePCRs meet minimum content criteria necessary to generate the appropriate fee schedule; fee schedules are accurate; billing codes are appropriate, and reports are reviewed to capture itemized charges.

Screen each document for completeness of data and level of service; ALS1-2, BLS, AMA/ Releases/ DOA, medications and skills administered. Apply the appropriate ICD 10 diagnosis codes and procedure codes for billing purposes. This will be inclusive of obtaining receiving hospital face sheets and patient/parent/guardian signature for authorization to bill.

Interface directly with ePCR vendor ImageTrend. Work with the City's Fire Department EMS staff to identify data input gaps, errors, or other data needs, and describe a means of obtaining solutions to these problems.

Bill electronically on the firm's secure server for the various claim types: Medicare, Medi-Cal, commercial insurances and private payers following all guidelines of CMS. Process denials for all insurances including Medicare and Medi-Cal according to defined timelines.

Responsible for obtaining demographic and insurance information from receiving hospitals and obtaining "Assignment Authorization", also known as "lifetime signature", which allows CMS to pay the provider directly.

Provide postage for the mailing of all correspondence of the billing operation.

Assign a liaison to the City. The individual will be a full- time employee with extensive knowledge of EMS billing practices, as well as EMS industry standard practices, and decision-making authority for problem resolution. The liaison will be available during regular business hours, have an alternate contact available in his/her absence.

The liaison to provide overall management and coordination of the contract on the vendor's behalf and have access to technical assistance at all times.

Provide a minimum of six (6) hours of operational training and six (6) hours of management/finance training prior to the start of contractual services by the transfer of responsibilities to vendor. The vendor is to keep the City abreast on changes in the billing process and new requirements for data gathering as they occur. Vendor to

provide updates to the City on changes in federal and state laws related to services being provided and provide ongoing training throughout the contract as deemed necessary due to industry regulation changes, trends noted, product software changes; or to review services and how the vendor and City can work together to further reduce debt owed, maintain medical protocols and ensure all services are accurately billed.

Monitor all billing and regulatory changes impacting reimbursement and adjust its system to ensure regulatory compliance; and update the City of such changes with an explanation of how it will affect the City and its customers.

Provide the City with policies regarding the code of conduct, staff and vendor acknowledgment form, conflict of interest policy, background check policy, reporting compliance concerns policy.

Provide the City with the following procedures: General billing, coding and charge entry, credit balances/overpayments, hardship waivers, collections and write offs, patient signatures, denials, patient communications, patient confidentiality, records management and retention and quality assurance or continuous quality improvement. Quality assurance would ideally include a random 10% chart review by the supervisor for billing discrepancies.

Provide acknowledgement of account placement within 10 days of submission via the same method that the account was submitted.

Provide City access to the database via web link or other method(s) in order to determine the progress of the collection efforts. This method must be maintained throughout the life of the contract and the City will retain data ownerships at the end of the contract's term.

For all accounts that are assigned to the vendor, all customer contact, including notices, mailing, itemizations, small claims, bankruptcy filings, and miscellaneous requests and inquiries, is the sole responsibility of the vendor. Responsible for maintaining accurate records of all correspondence, documents, accounting records, transactions and other relative evidence. Responsible for any and all costs incurred in and associated with the collection of debts referred to it by the City.

Apply and participate in Section 1011 of the Medicare Modernization Act, which involves reimbursement for care of undocumented aliens. Submit any claims to Trailblazer, within 180 days of end of federal fiscal quarter in which the service was provided and provide a report with a list of all 1011 claims and reimbursements submitted to Trailblazer to the City of Oxnard.

Provide two plans for remitting payment to the City for services. The first should be based upon the cumulative daily deposits to the City's bank account with a detailed electronic notification sent. The second scenario would be a monthly remittance/reconciliation of the prior month's activities. Provide benefit/cost/accounting analysis of both options as well as time frames for activities. For example, deposit and notification within three (3) days of receipt, monthly reports by tenth (10^{th}) day of following month, etc.

Provide customer service representatives that are available from 8:00 AM – 4:30 PM, Pacific Time, Monday through Friday, excluding major holidays. A toll-free number to be provided, as well as fax and email. Provide sufficient Customer Service Representative(s) to assist patients and/or third-party payees in all billing inquiries in a timely manner, not to exceed two (2) business days. Provide courteous business procedures throughout the term of the contract with our customers and with City personnel. Spanish-speaking representatives shall be available, as shall a language translation service for other language needs of patients or their representatives.

Provide to the City a monthly report on the status of each account including; account number, patient number, call number, customer name, date of service, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. If an account is deemed uncollectible, information

regarding this determination must be provided to the City.

Provide to the City monthly financial detailed and summary reports including totals for receipts, accounts receivable, and total accounts receivable collection percentage, write-offs (mandatory and other), and refund reports (including refunds pending). Additional reports that the City may need, or request will automatically be formatted to their specifications and sent. Repeat caller reports will be provided quarterly. Provide monthly revenue reports that separate monthly income based on Oxnard Fire call origination/location. These revenue reports should be with and without write offs and include a description of credits, percentage of total quantity and total amounts. Reports should have the capability to be run by any requested date parameters.

Provide monthly insurance payer mix report. This should include the description of insurance, percentage of total for Medicare, Medi-Cal, Private Insurance, and Self pays with total amounts.

Provide monthly billing reports with the total base charges ALS1-2, BLS, AMA/ Releases/ DOA, First Responder Fee, for resident/ non-resident, District/ City and the add on of a first responder fee billed for the month. Along with the quantity of medications, skills and bundling type per billing category. In addition to the charged amounts the amount collected per base charged in the specific category should be provided in the monthly report.

Provide to the City an annual financial summary report as of June 30 (City's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable, write-offs and collection percentage. This report should be submitted to the City no later than July 30th of each year, for the previous fiscal year.

Provide reports not specifically identified in this RFP that would be useful to the City EMS/Service and or accounts receivable process. For example, revenue trend analysis, future outlook, etc.

Guarantee the confidentiality, security and safety of all files, documents, and information provided by the City, except as to disclosure required by federal and state laws and regulations. Comply with all federal, state, and local statues and regulations regarding protected health information, including the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).

Exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the City. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.

Process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.

Possess an identity theft prevention program in place in accordance with the Fair and Accurate Credit Transaction (FACT) Act of 2003 (Red Flag Rules). Supply the City with a copy of vendor's policy. Responsible for all "Breach" notifications concerning the loss of unprotected PHI in their possession in accordance with the Health Information Technology for Economic and Clinical Health Act (HITECH).

Comply with all Centers for Medicare & Medicaid (CMS) regulations and applicable State Medi-Cal regulations regarding claim submittal and processing in its entirety. Remain current in CMS regulations and inform the City if its current practices need to be modified to adhere to all regulatory compliance matters. Any reductions in Medicare or Medi-Cal reimbursement that are the result of failures on the part of vendor to submit claims in accordance with established timelines (where the delay is solely the fault of the vendor) will not be transferred to the City. Responsible, in these situations, to reimburse the City as if the reimbursement was not reduced for the late submission. The City may request an authorization to bill.

Vendor to be HIPAA compliant, enter into a HIPAA business associate agreement with the City, and shall maintain HIPAA compliance throughout the term of this contract. Provide a HIPAA certification or a

statement on compliance as well as a draft business associate agreement. Any violations of HIPAA by the Agency will be grounds for contract termination.

At any time, all records pertaining to the City will be subject to inspection, review, or audit by City, state or federal officials, during the contract period and for seven (7) years after the termination of the contract. Retain records according to an agreed upon retention plan. Thereafter the vendor to release them to the City of Oxnard for permanent storage, or at the City request, be properly destroyed. The shredding must be done on vendor's site.

Will not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the City. (This includes the outsourcing or offshoring of data).

Will make contacts with delinquent accounts under the name of the vendor and not the City of Oxnard.

Any settlement of principal or charges shall be agreed upon in writing between the vendor and the City, prior to acceptance.

Vendor shall not enter into any Third-Party Agreements (TPA) with clearinghouses, insurance companies or any other arrangement that results in a reduction of reimbursement without the written approval of the City. Absent of such written approval, vendor will consider any reduced reimbursement from such arrangements to be solely at their expense and will reimburse City as if the reimbursement was provided in full.

Assist the City in applying for Medi-Cal healthcare provider status once transport operations have commenced.

File Medi-Cal Ground Emergency Medical Transport (GEMT) claims reports with the identified administrative agency, as well as provide any required documentation.

Assist in providing the necessary data needed to apply for additional governmental cost recovery programs such as, GEMT, GEMT Quality Assurance Fee (QAF), and Public Provider Intergovernmental Transfer (PPIGT). Provide examples of how they provide these services to other governmental agencies, and describe their experience in processing claims for federal supplemental reimbursement programs. The vendor shall provide the necessary reporting on the reimbursement of these funds and transfer these funds to the City during the month they were received.

To the extent possible, provide electronic claims processing and paper filings to all insurance companies. The first invoice will be dated no later than two (2) business days after the ePCR is available on the secured website. The second notice will be sent to the patient or responsible party thirty (30) days after the original invoice. The third notice (final notice) will be sent to the patient or responsible party thirty (30) days after the second notice has been mailed. Exceptions can be made for extenuating circumstances (i.e. pending litigation).

Payments received on behalf of City of Oxnard will be deposited to the City of Oxnard-designated bank account within three (3) business days. On a daily basis, records of deposits will be correlated with database reports.

Negotiate and arrange a modified payment schedule for those individuals who are unable to pay the full amount when invoiced. The vendor shall be authorized to establish a monthly payment of no less than $25.00 per month and is to ensure those individuals continue to pay at least that amount for the duration of the invoice. Vendor will collect from the patient any remaining amount after patient's insurance or other third-party payments are made, when permitted by law and provider agreement.

Agrees to provide all invoices and related insurance forms with remittance advice: return envelope with the address to be designated and approved by the City of Oxnard. Window envelopes are acceptable for satisfying this

requirement. Invoice envelopes will indicate “Address Service Correction.”; postage for the mailing of all said invoices and forms for the billing operation; patient statement with a message stating, “all checks must be made payable to the City of Oxnard.” Sample of invoice to be provided to the City of Oxnard and approved prior to implementation; reasonable effort to locate and correct any incorrect billing address for billable patients; a working arrangement with all City of Oxnard-serviced hospitals.

Work with the City of Oxnard staff to maximize collections as allowed and serve as a vendor in the area of fee schedules (e.g. bundling vs. unbundling) or other matters as applicable. The universal base rate for all transports will remain at the level approved by the city council, but the vendor will evaluate all other service fees such as mileage, oxygen, procedures, medications, etc. initially and periodically thereafter to optimize the net revenue collected by the city for services. The vendor will utilize their existing data for regional provider agencies and payors to provide city with service fee recommendations.

The vendor will apply for and obtain a National Provider Identification number for the City.

The vendor will successfully complete the Medi-CAL enrollment for the City.

RATES AND COSTS EXHBIT

City shall pay a single fixed fee of 3.25% of net receipts billed and collected with an amount not to exceed $500,000 annually, upon completion of all Required Services to City's satisfaction, and a not to exceed amount of $2,500,000 through March 15, 2026.

INSURANCE EXHIBIT

Exhibit INS-W

INSURANCE REQUIREMENTS FOR VENDORS
(WITH CYBER LIABILITY AND ERRORS AND OMISSIONS REQUIREMENT)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Vendor, its agents, representatives, employees or subVendors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

d. Cyber Liability in an amount not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

e. Professional liability/errors and omissions insurance appropriate to Vendor's profession to a minimum coverage of $1,000,000, with neither Vendor nor listed subVendors having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-W. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Vendor; products and completed operations of Vendor; premises owned, occupied or used by Vendor; or automobiles owned, leased, hired or borrowed by Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-W or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Vendor shall also be applicable to Vendor's subVendors. Vendor agrees to maintain appropriate agreements with subVendors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

Agreement No. A-8299

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A A	**OTHER** CYBER LIABILITY ERRORS AND OMISSIONS INSURANCE OR MALPRACTICE INSURANCE AVAILABLE FOR THE INSURED'S PROFESSION				EACH OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000 MINIMUM COVERAGE $1,000,000 Each Vendor & listed sub-Vendor $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE □ Included in Limits
□ In Addition to Limits

□ Deductible □ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ coverage. □ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here □ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
□ COMMERCIAL GENERAL LIABILITY
□ COMPREHENSIVE GENERAL LIABILITY
□ OWNERS & CONTRACTORS PROTECTIVE

□ Claims Made
Retroactive Date _____
□ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
□ GENERAL		
□ PRODUCTS/COMPLETED OPERATIONS		
□ PERSONAL & ADVERTISING INJURY		
□ FIRE DAMAGE		
□ _____		
□ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

□ Broker/Agent □ Underwriter □ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement for EMS Billing and Collection Services

Finance & Governance Committee and
Community Services, Public Safety, and Housing & Economic Development Committee

By: Alex Hamilton, Interim Fire Chief
February 23, 2021

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Committee recommend City Council approve and authorize:

- Award and execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of $500,000 annually for Emergency Medical Services (EMS) billing and collection services.
- Approve the use of Oxnard Municipal Code 4-3.L that permits the City to "piggyback", whereby the City utilizes another agency or jurisdiction's solicitation, as allowed in the agreement between The City of Chula Vista and Wittman Enterprises, LLC.

BACKGROUND

City votes to provide ambulance services:

- City Council Meeting December 1, 2020
  - City Council receives a report on the EMS System Valuation and Deployment Study conducted by AP Triton Consulting
  - Council votes to assert the City's right to provide ambulance emergency and medical services
  - City Manager is given authority to leave the Joint Powers Agreement with the County of Ventura

AP TRITON
VISION · INNOVATION · SOLUTIONS

DISCUSSION

Participation with The City of Chula Vista and Wittman Enterprises, LLC Agreement:

- The City of Chula Vista conducted a competitive bid process for billing and collection services in September 18, 2020
  - 1,242 companies notified of solicitation
  - 21 downloaded the solicitation
  - 7 responded
  - 3 companies were responsive

wittmanenterprises | Setting the Standard for EMS Billing

CITY OF CHULA VISTA

DISCUSSION

Provision 5 of Agreement R2021-006:

- The City of Chula Vista agreement with Wittman Enterprises, LLC:

  Public Agency Participation: Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or water authority) may want to participate in this award of this contract based on RFP P04-20/21. The City of Chula Vista shall incur no financial responsibility in connection with any contact by another public agency. The public agency shall accept sole responsibility for contracting and making payments to the successful respondent.

DISCUSSION

City of Oxnard Agreement Terms:

- Wittman Enterprises, LLC to provide billing and collections for ambulance services
- Wittman Enterprises, LLC to receive 3.25% of net receipts billed and collected annually
- Five year agreement
- Not to exceed amount of $500,000 annually, $2,500,000 for term of agreement

FISCAL IMPACT

No General Fund Costs:

- Agreement will be funded by 3.25% of net receipts billed and collected by Wittman Enterprises, LLC
- Agreement has a not to exceed amount of $500,000 annually

CITY OF OXNARD CALIFORNIA

QUESTIONS?