



CITY OF BURBANK
PURCHASING DIVISION
 301 EAST OLIVE AVENUE P.O.BOX 6459
 BURBANK, CALIFORNIA 91510-6459
 (818) 238-5466

BLANKET PURCHASE ORDER NO:
153250 REV 0
 Page 1 of 1

*THE ABOVE NUMBER MUST APPEAR ON ALL
 INVOICES, SHIPPING PAPERS, PACKAGES, AND
 CORRESPONDENCE*

22-FEB-2018

PLEASE DELIVER TO:
 FIRE DEPT ADMINISTRATION
 311 ORANGE GROVE
 BURBANK, CA 91502

TERMS:
 F.O.B: Delivery

 PAYMENT: Net 30

VENDOR NAME AND ADDRESS:
 WITTMAN ENTERPRISES
 PO BOX 269110
 SACRAMENTO, CA 95826-9110

EFFECTIVE FROM: 01-JUL-2017 TO: 30-JUN-2019

REQ NO:	REQUESTED BY: SANAHIN FORD	VENDOR NO: 13897	PHONE NO: (800) 772-6552
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ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT
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COMMENCEMENT DATE: JULY 1, 2017

COMPLETION DATE: JUNE 30, 2019

TO PROVIDE PARAMEDIC AND FIRE INSPECTION BILLING SERVICES FOR THE FIRE DEPARTMENT OF THE CITY OF BURBANK, PER PROFESSIONAL SERVICES AGREEMENT ATED JULY 1, 2016.

PASSED AND ADOPTED PER COUNCIL MOTION DATED SEPTEMBER 20, 2016.

REPLACED PURCHASE ORDER (PO) NO. 148510. PLEASE USE PO NO. 153250 FOR ALL FUTURE INVOICES.

1	PARAMEDIC BILLING SERVICES (YEAR 2) NOT-TO-EXCEED		Dollar		220,000.00
2	FIRE INSPECTION BILLING SERVICE (YEAR 2) NOT-TO-EXCEED		Dollar		30,000.00

CITY OF BURBANK PURCHASE ORDER NUMBER AND REQUESTOR NAME MUST APPEAR ON ALL INVOICES.

INSURANCE: VENDOR SHALL MAINTAIN CURRENT, VALID, COMMERCIAL GENERAL LIABILITY WITH SEPARATE ADDITIONAL INSURED ENDORSEMENT, AUTO LIABILITY, WORKERS' COMPENSATION, AND ERRORS AND OMISSIONS INSURANCE DOCUMENTS ON FILE IN THE CITY OF BURBANK PURCHASING OFFICE DURING THE EFFECTIVE DATES OF THIS ORDER. INSURANCE DOCUMENTS SHALL BE APPROVED BY THE CITY OF BURBANK BEFORE THEY ARE CONSIDERED VALID. FAILURE TO PROVIDE SUCH INSURANCE WHEN REQUESTED OR UPON RENEWAL SHALL CAUSE THE CITY TO STOP WORK IN PROGRESS AND WITHHOLD PAYMENTS UNTIL THE INSURANCE IS BROUGHT INTO COMPLIANCE.

REFER QUESTIONS TO (818) 238-5466	BUYER NAME: KAREN LITTLE VENDOR CONTACT: CORINNE WITTMAN-WONG	TOTAL	250,000.00
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NOTICE: This order is subject to the terms and conditions shown on the face and reverse side hereof.
 The City is exempt from Federal Excise Tax.

MAIL INVOICE IN DUPLICATE TO:
 FIRE DEPT ADMINISTRATION
 311 ORANGE GROVE
 Burbank, CA 91502

CITY OF BURBANK, CALIFORNIA


PURCHASING MANAGER

SW

TERMS AND CONDITIONS

Acceptance of order constitutes acceptance of the terms, prices, delivery instructions, specifications and conditions stated therein, including the following:

Vendor agrees to save the City harmless from any liability arising from the misuse or infringement of any patented or copyrighted articles sold hereunder.

City reserves the right to cancel all or any portion of this order if not filled within the time specified.

City also reserves the right to correct typographical errors wherever they may appear in this order.

Municipalities are exempt from Federal Excise and Transportation Taxes. Prices shall **EXCLUDE** Federal Taxes. Exemption Certificate will be furnished on request.

Transportation charges must be prepaid by vendor on all purchases where the FOB point is other than Burbank, California. These charges may be added to vendor's invoice and shall be shown as a separate item.

No charges for transportation, containers, packing, etc., will be allowed vendor unless so specified in this order.

In case of default by the vendor, the City may procure the articles or services from other sources and may default from unpaid balance due the vendor or may collect against the bond or surety, if any, for excess costs so paid. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Reasonable attorney's fee shall be awarded City in the event suit is filed and City recovers excess costs.

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be the account of the vendor.

Vendor will not be held liable for failure or delay in the fulfillment of this order if hindered or prevented by fire, strikes, or Acts of God.

This order, attachment, and/or documents cited in this order represent the entire Agreement between the City and the Vendor.

The laws of the State of California shall govern this transaction.

All payments made to California Non Residents (not qualified with the Secretary of State) for services provided in the State of California are subject to a 7% withholding which will be paid directly to the State of California. For more information see CA FTB Publication 1017.

The City of Burbank holds a valid California Use Tax Direct Payment Permit. As such, we will self assess and report use tax directly to the state of California, per Sales and Use Tax Regulations – Regulation 1699.6.

PROFESSIONAL SERVICES AGREEMENT

DATE: July 1, 2016

PARTIES: "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Tom Lenahan
Title: Fire Chief
Telephone: (818) 238-3480

Mailing Address: 311 East Orange Grove Avenue
Burbank, CA 91502-1221

THE "CONSULTANT"

Wittman Enterprises, LLC

Representative: Name: Corinne Wittman-Wong
Title: CEO
Telephone: (800) 906-6552

Mailing Address: P.O. BOX 269110
Sacramento, CA 95826-9110

TERM: Commencement date: July 1, 2016
Completion date: June 30, 2019

COST OF SERVICE: Not to exceed \$250,000.00 per year

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

1.0 **Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A" and Exhibit "B." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

2.0 **Compensation.** The Client shall pay for the services of Consultant either on a time-and-material basis or on a fixed-price basis, depending upon the agreed cost of the applicable service as indicated on the "Schedule of Compensation" which is set forth in Exhibit "C." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by no more than 10% of the original Cost of Services with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

3.0 **Payment.** If the service specified in the Scope of Services is to be paid for on a fixed-price basis, then Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. If, however, payment is to be made on a time-and-material basis, then Consultant shall, at the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the tenth day of the following month, submit to the Client a verified invoice prepared in the manner prescribed by the Client and the Designated Official. Client's payment to Consultant shall be made within thirty (30) days of either the date of completion of each phase as set forth in the progress schedule if Consultant's Compensation is a fixed price, or the date of Consultant's invoice if compensation is calculated on a time-and-material basis, whichever is applicable.

4.0 **Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

5.0 **Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

6.0 Indemnification. Consultant shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the Consultant, its agents, employees, or subcontractors.

Consultant shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any work by Consultant or the employees, agents, or subcontractors of the Consultant, in the performance of this Agreement.

7.0 Termination of Agreement. Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended for successive one year terms by the written agreement of both parties prior to the expiration of the term of the Agreement.

8.0 Safety Requirement. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The Client reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, shall immediately be reported to the Client.

9.0 Insurance. Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

9.1 Automobile Insurance. If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

9.2 Workers' Compensation Insurance. Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. **This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.**

9.3 General Liability and Property Damage Insurance. Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client

designated in this paragraph, Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

9.4 Errors and Omissions Insurance. Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

10.0 Miscellaneous Insurance Requirements.

10.1 Recovery from Consultant's Insurance. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery.

10.2 Failure to Secure. If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

10.3 Additional Insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered

by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

10.4 Evidence of Insurance. If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client.

11.2 Ownership. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

11.3 Confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

11.4 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or his designees at all proper times to such books and records, and gives the Designated Official or his designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

12.0 Assignment. This Agreement is personal to the Consultant. Any attempt at

assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

13.0 Miscellaneous Terms.

13.1 Nuisance. Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

13.2 Permits and Licenses. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

13.3 Conflict of Interest. Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

13.4 Waiver. A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

13.5 Notices. Any notice required by this Agreement to be given in writing to the persons, at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

13.6 Mediation. The parties agree to submit all claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof to mediation prior to the institution of any litigation.

13.7 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

13.8 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

13.9 Integrated Contract. This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind

and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

"CONSULTANT"

"CLIENT"

Corinne W. Timmer-Lif
Signature

[Signature]
Signature

Corinne W. Timmer-Lif
Name (please print)

Justin Hess
Name (please print)

COO
Title

Assistant City Manager
Title

ATTEST:
Office of the City Clerk

Approved as to Form
Office of the City Attorney

By: [Signature]
Signature

By: [Signature]
Signature

Zizette Mullins, MMC
Name (please print)

Joseph H. McDougall
Name (please print)

City Clerk
Title

Senior Assistant City Attorney
Title

EXHIBIT A

SCOPE OF SERVICES for EMS BILLING

1. Consultant shall provide the services of an Emergency Medical Service billing company and perform the duties set forth in "Appendix A" attached hereto and incorporated herein by reference.
2. Consultant shall submit an itemized billing to the Fire Chief or his designee for approval prior to receiving compensation. Billing shall include a summary of total costs and shall be made at no more than monthly intervals. All billings shall include a description of the services performed. No billing shall be valid unless submitted within sixty (60) days of service rendered.
3. Consultant agrees that any and all documents relating to the patient shall only be released to inquiring agencies, associations, or entities having a demonstrated need for such information, and then only to the extent allowed by the law. Consultant shall keep the Client informed as to the individual or contact or release of information.
4. Consultant agrees to retain all source documents including attachment for a period of seven (7) years.

WITTMAN ENTERPRISES, LLC

21 Blue Sky Court, Suite A, Sacramento, CA 95828
(916) 381-6552

(800) 772-6552

City of Burbank

Appendix A

I. Private Billing

Wittman Enterprises to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 X 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within three (3) days of receipt of transport tickets. Toll Free 800 telephone number provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient's family. If we receive no answer on this call, Wittman's will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

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

II. Medicare, Medi-Cal, Medi-Medi

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

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

III. Workers' Compensation and Private Insurance

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

IV. Delinquent Claim Handling

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

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

V. Receipts Processing

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

VI. Reports

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

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

VII. Provider Responsibilities

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

VIII. Source Documents

Wittman Enterprises will retain all source documents including attachments for seven (7) years. When service contracted is terminated, all source documents are returned to City

EXHIBIT B

SCOPE OF SERVICES for FIRE INSPECTION BILLING

1. Consultant shall provide all tested and working software, hardware and technical support associated with the billing process and debt collection to support Fire Inspection.
2. Consultant shall provide a monthly reconciliation of the data received with the amount it has billed to consumers.

EXHIBIT C

**SCHEDULE OF COMPENSATION for
EMS and Fire Inspection Billing**

1. For services to be rendered under this Agreement, Consultant shall be entitled to:
 - Paramedic Services and Ambulance Transport Billing and Collection Services: 5.0% of net collected revenue
 - Paramedic Assessment/Ambulance Non-Transport Billing and Collection Services: 15% of net collected revenue
 - Fire Inspection Billing and Collection Services: 20% of net collected revenue

Collected revenue is the net dollars collected minus any refunds or payor adjustments.

2. During the term of this Agreement, and any extensions, Consultant shall give the City the best rates charged to other EMS agencies of similar size, capability, and call volume. That is, Consultant shall adjust down the 5.0%, 15% and/or 20% collection percentages to reflect the lowest rates charged.
3. The total cost of service is not to exceed \$250,000 per year.

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PURCHASING DIV.
CITY OF BURBANK