

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND WITTMAN ENTERPRISES, LLC**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Wittman Enterprises, LLC, a California limited liability company ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Business Associate Agreement ("BAA"). This Agreement includes a Business Associate Agreement as set forth in Exhibit "E", which stipulates the obligations of the Consultant in handling Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). The terms of the Business Associate Agreement are binding and take precedence over any conflicting terms in this Agreement regarding the handling, confidentiality, and security of PHI.

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GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services

set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files. This provision shall survive the termination of this Agreement.

7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.
8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, after providing 90 business days written notice to Contractor. Contractor also may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor or services hereunder, after providing 90 business days written notice to City. In the event of any such terminations, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this

Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or in connection with Contractor's performance or work hereunder, but only to extent caused by the negligence, gross negligence, or willful misconduct of the Contractor (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole

negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
 18. Non-Discrimination. Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
 19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the

event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

Further, Contractor shall immediately notify the City in writing in the event of any of the following situations:

- a. The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor.
 - b. The sale, assignment, transfer or other disposition, on a cumulative basis, of or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise)
 - c. The involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more.
20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
21. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.

24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
25. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
29. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
30. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
31. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
32. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
33. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product

meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

34. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
36. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of July, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

WITTMAN ENTERPRISES, LLC,
a California limited liability company

James A. Light, Mayor

By: _____
Name: Corinne Wittman-Wong
Title: CEO

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

I. CONTRACTOR'S DUTIES

Contractor shall perform the services as set forth below. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the BAA provided in Exhibit "E" to the Agreement. To the extent there is any conflict between the provisions of this scope of services and the provisions of the BAA, the BAA will control.

A. PRIVATE INSURANCE BILLING FOR FIRST RESPONSE CALLS

Contractor shall:

1. Prepare all insurance-request mailings, including mailing initial requests for insurance information to patients within four days of receiving first responder tickets from PROVIDER or their transporting agencies. Correspondence to patients will be on 8 x 11 requests for insurance and will be placed in envelopes, sealed and mailed, postage prepaid.
2. Provide a toll-free telephone number to patients.
3. Private Insurance Schedule: Make calls to the patient for insurance verification as follows.

Description	Call Timeframe
Initial letter requesting information from the patient.	Immediately upon receipt of first responder tickets.
Phone call to patient (if have phone number).	Made 15 days after the phone request if no response is received.
If no phone number or no response to phone call, send a final request for information to the patient.	Made 30 days after the initial request if previous communications remain unanswered or if Contractor does not have the phone number.

B. RECEIPTS PROCESSING

Contractor shall:

1. Provide a toll-free telephone number to patients.
2. Accept payments in the form of cash, check, money order, cashier's check or credit card. Deposit all cash receipts and post within one (1) day of receipt of funds into a City designated bank account.

3. Send bank deposit receipts electronically to City. In no event shall, Contractor shall have access to the proceeds of the receipts. All funds shall be under the exclusive control of the City.
4. City shall bear all credit card fees incurred through payment processing. Set up and designate a credit card processor/merchant account.

C. REFUNDS

Contractor shall:

1. Research, identify, and verify all overpayments. If a refund is required, submit electronically all supporting documentation to the City upon completion of verification.
2. Upon receipt of the electronic copy of City issuing a refund, update the patient's account within 24 hours of transaction completion.

D. REPORTS

Contractor shall provide detailed financial and operational reports by the 15th day of each month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month, whichever is earlier. The reports must include:

1. Monthly Ticket Survey
2. Monthly Sales Journal
3. Monthly Cash Receipts Journal
4. Monthly Receivables Aging
5. Management A/R Analysis
6. Statistical Reports customized to client needs

E. SOURCE DOCUMENTS

Contractor shall:

1. Retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident.
2. Upon termination of services, transfer all source documents back to City in electronic format at City's expense, and delete all copies of the documents.

F. LIAISON

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

II. CITY'S DUTIES

City will:

A. RECEIPTS PROCESSING

1. Bear all credit card fees incurred through payment processing.
2. Set up and designate a credit card processor/merchant account.

B. REFUNDS

If a refund is required as provided in Section I.C, issue payment directly to the verified party and will send an electronic copy to Contractor,

C. PERFORMANCE MONITORING

Reserve the right to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used to ensure efficiency and accuracy. City in its sole discretion may use any agent or consultant to perform these functions.

D. LIAISON

Assign a liaison for conference and communication of any matters subject to the services provided by this Agreement.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on July 16, 2025 and shall continue until July 15, 2026, unless otherwise terminated as herein provided. Following this period, this Agreement shall automatically renew for additional one-year terms, unless the City Fire Chief or designee provides written notice of non-renewal. Such notice must be delivered at least fifteen (15) days prior to the expiration of the current term in accordance with Section D of Exhibit "C". In no event shall this Agreement continue beyond July 16, 2028.

EXHIBIT "C"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor shall be paid in accordance with the attached hourly rate schedule.

Year	Fee
1	\$15.00 per imported incident.
2	\$16.00 per imported incident.
3	\$17.00 per imported incident.

- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices to City for approval and payment. Invoices shall provide the date of service, description of incident, and amount of fee. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

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

City: City of Redondo Beach
401 S Broadway
Redondo Beach, CA 90277
Attention: Patrick Butler, Fire Chief

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Cyber Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Cyber Liability Insurance: \$5,000,000 per occurrence for data breaches, cyberattacks, and other cybersecurity risks

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

BUSINESS ASSOCIATE AGREEMENT BETWEEN WITTMAN ENTERPRISES, LLC AND THE CITY OF REDONDO BEACH

This Business Associate Agreement ("BAA") between the **City of Redondo Beach** ("Covered Entity") and **Wittman Enterprises, LLC** (Business Associate) is entered into as Exhibit "E" to the Agreement. This BAA is executed to ensure that Wittman Enterprises, LLC shall appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act"). The terms of this BAA shall govern the use, disclosure, and safeguarding of PHI and shall control in the event of conflict between this BAA and the Agreement.

A. General Provisions

1. **Meaning of Terms.** The terms used in this BAA shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this BAA to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as solely permitted or required by this BAA or as required by law;
2. Implement administrative, physical, and technical safeguards that comply with 45 CFR §§§ 164.308, 164.310, and 164.312, including encryption of ePHI at rest and in transit in accordance with NIST Special Publications 800-111 and 800-52. Business Associate shall also perform a security risk assessment annually and maintain written policies for data backup and disaster recovery.
3. Report to the Covered Entity any use or disclosure of PHI not provided for by this BAA, including any security incident (as defined in the HIPAA Security Rule) and

any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Covered Entity no later than 24 hours after discovery of the breach;

4. Covered Entity or its designee shall have the right, upon at least 24 hours' notice and during reasonable business hours, to audit, inspect, and review Business Associate's internal practices, books, records, systems, and facilities relating to the use or disclosure of PHI to ensure compliance with this BAA;
5. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same, if not more stringent restrictions, conditions, and requirements, that apply to Business Associate with respect to such information;
6. Ensure that any subcontractors agree in writing to the same audit and breach notification provisions set forth in this BAA;
7. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 15 days of a request;
8. Amend PHI in a designated record set within 15 days of request or as directed by the Covered Entity to meet the Covered Entity's obligations under 45 CFR §164.526;
9. Provide an accounting of disclosures to the Covered Entity an individual who has a right to an accounting within 30 days of Covered Entity's request to meet the Covered Entity's obligations under 45 CFR §164.528;
10. Comply with the requirements of the HIPAA Privacy Rule ("Rule") that apply to the Covered Entity, including but not limited to the requirements related to the Minimum Necessary Standard under 45 CFR §164.502(b);
11. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA and the HITECH Act, in accordance with 45 CFR §164.504(e)(2)(ii)(I) ;
12. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI under 45 CFR §164.522;

13. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate shall assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing §164g policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident; and
14. Business Associate shall comply with all applicable state laws governing the privacy and security of health information, including but not limited to the California Confidentiality of Medical Information Act (Cal. Civ. Code §56 *et seq.*).

C. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose PHI as necessary to perform functions, activities, or services for or on behalf of the Covered Entity, provided that such use or disclosure would not violate HIPAA if done by the covered Entity. The specific uses and disclosures of PHI that may be made by the Business Associate on behalf of the Covered Entity include:

1. The preparation and sending of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Covered Entity to its patients.
2. The preparation of reminder notices and documents pertaining to collections of overdue accounts from responsible payers. Such communications shall be limited to the minimum necessary PHI required to achieve the intended purpose, in accordance with 45 CFR §164.502(b).
3. The submission of supporting documentation containing PHI to carriers, insurers and other payers to substantiate the healthcare services provided by the Covered Entity to its patients or to appeal denials of payment for the same. Such documentation must strictly pertain to the specific claims being submitted or appealed and must be handled in accordance with all privacy protections.
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity, provided that such uses or disclosures are limited to those necessary for the services they are contracted to perform on behalf of the Covered Entity.

D. Data Breach

1. In the event of any breach of PHI or any unauthorized access to or disclosure of PHI that compromises the privacy or security of such information, Business Associate shall notify the Covered Entity within twenty-four (24) hours of discovering the breach or unauthorized access/disclosure.
2. The Notification must include:
 - a. The nature and extent of the PHI involved, including the types of personal identifiers exposed;
 - b. The identity of any person(s) believed to have caused or contributed to the breach, if known;
 - c. Whether the PHI was actually acquired or viewed, if known; and
 - d. The extent to which the risk to the PHI has been mitigated.
3. Business Associate shall immediately take all necessary steps to mitigate any harmful effects of the breach, as required by law, and begin remediation measures. Business Associate shall provide detailed documentation of the mitigation and remediation actions taken.
4. Business Associate shall fully cooperate with the Covered Entity in investigating the breach and comply with any measures required by regulatory authorities.
5. Business Associate must provide ongoing updates to the Covered Entity about the breach investigation and remediation efforts until the issue is fully resolved.
6. Business Associate must comply with all applicable laws, regarding breach notification and consumer protection.
7. In addition to any other indemnification provisions outlined in the Agreement, Business Associate shall indemnify, defend, and hold harmless the Covered Entity, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents from and against any and all claims, liabilities, costs, and damages arising out of or in connection with any breach of this BAA, unauthorized use or disclosure of PHI, or failure to comply with any applicable laws by Business Associate.

E. Termination

1. **Termination for Cause.** Covered Entity may terminate this BAA immediately if it determines that the Business Associate has materially breached any term of this BAA. In the event of such breach, Covered Entity shall have no further obligation to Business Associate under this BAA.
2. **Termination for Convenience.** This Agreement may also be terminated in accordance with Section 11 of the Agreement.

3. **Data Upon Termination.** Upon termination of this BAA for any reason, Business Associate shall return to the Covered Entity or securely destroy all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

F. No Waiver

The failure by either party to enforce any provision of this BAA shall not be construed as a waiver of such provision or any other provision, nor affect the validity of this BAA or any part thereof, or the right of either party to thereafter enforce each and every provision.

G. Survival

The obligations of the Business Associate under Sections B.2, B.3, B.4, B.10, D, and E.3 shall survive the termination of this BAA.