

**CONSENT TO ASSIGNMENT OF THE LICENSING AGREEMENT
BETWEEN THE CITY OF REDONDO BEACH, SOURCE CODE 3, LLC AND WORLD
ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC.**

THIS CONSENT TO ASSIGNMENT (this "Consent") is made by the City of Redondo Beach, a Chartered Municipal Corporation ("City"), Source Code 3, LLC ("Assignor"), a California limited liability company and World Advancement of Technology for EMS and Rescue, Inc., a Delaware Corporation ("Assignee")

WHEREAS, City and Assignor are parties to that certain Licensing Agreement dated as of October 20, 2015 (the "Agreement"); and

WHEREAS, on October 20, 2017, Assignor and Assignee entered into an Assumption Agreement, whereby Assignee purchased the Agreement; and

WHEREAS, Assignor is set to cease business operations; and

WHEREAS, pursuant to Section 20 of the Agreement, neither party may assign its rights or obligations under the Agreement without the other party's prior written consent; and

WHEREAS, City wishes to provide its consent to the assignment of the Agreement from Assignor to Assignee under the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound the City hereby issues its approval and consent to said assignment of the Agreement subject to the following conditions:

1. This Consent shall be effective May 20, 2018.
2. City consents to the assignment of the Agreement from Assignor to Assignee; provided however that this Consent shall not impose any additional obligations on City or otherwise affect any of the rights of City under the Agreement.
3. Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to Assignee.
4. Assignee accepts the assignment of the Agreement and acknowledges and represents to City that it will assume each and every term, obligation and condition as set forth in the Agreement, whether arising prior to, on, or subsequent to the date of this Consent, which is hereby assigned to Assignee.
5. City shall remit payments relating to Assignors services and/or products and services covered under the Agreement to Assignee.
6. All references to Assignor in the Agreement shall be replaced with Assignee.
7. All references to Software in the Agreement shall be replaced with Street EMS Software.



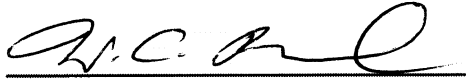
8. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the parties.
9. The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the parties for Assignor and Assignee are not duly authorized to enter into and execute this Consent, the parties shall be personally liable to City.
10. Should any provision of this Consent be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable to the fullest extent permitted by law.
11. This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
12. This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
13. In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
14. In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

SIGNATURES FOLLOW ON NEXT PAGE

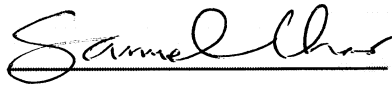


IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 15th day of May, 2018.

THE CITY OF REDONDO BEACH


William C. Brand, Mayor


ASSIGNOR: SOURCE CODE 3, LLC

By: 
Name: Samuel Chao
Title: President

ATTEST:


Eleanor Manzano, City Clerk

ASSIGNEE: WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC.

By: 
Name: John Pringitz
Title: CEO

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2018

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED World Advancement of Technology for EMS and Rescue, Inc 1748 San Diego Avenue SAN DIEGO, CA 92110		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

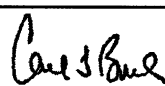
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		UDC-1507991-CGL-17	10/29/2017	10/29/2018	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. Policy is primary subject to policy terms and conditions. A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach 401 S. Broadway Redondo Beach, CA 90278	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

RRS
R022DATE (MM/DD/YYYY)
5/9/2018

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

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

PRODUCER		CONTACT NAME:	
MARSH & MCLENNAN INS AGCY LLC/PHS		PHONE (A/C, No, Ext): (866) 467-8730	
160372 P:(866) 467-8730 F:(888) 443-6112		FAX (A/C, No): (888) 443-6112	
PO BOX 33015		E-MAIL ADDRESS:	
SAN ANTONIO TX 78265		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident & Indemnity Co	
		NAIC#	
		A	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC. 1748 SAN DIEGO AVE SAN DIEGO CA 92110		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			72 UEC ZN7243	01/15/2018	01/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			72 WEC GA2906	08/19/2017	08/19/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Please see next page for additional wording.

CERTIFICATE HOLDER	CANCELLATION
City of Redondo Beach 401 S BROADWAY REDONDO BEACH, CA 90277	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>

AGENCY CUSTOMER ID: _____

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY MARSH & MCLENNAN INS AGCY LLC/PHS		NAMED INSURED WORLD ADVANCEMENT OF TECHNOLOGY FOR	
POLICY NUMBER SEE ACORD 25		EMS AND RESCUE, INC. 1748 SAN DIEGO AVE	
CARRIER SEE ACORD 25	NAIC CODE	SAN DIEGO CA 92110	
		EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM
FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant. For any claims related to this project, the Consultant'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 Consultant'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.



Administrative Report

Council Action Date: October 20, 2015

To: MAYOR AND CITY COUNCIL

From: ROBERT METZGER, FIRE CHIEF

Subject: SOURCE CODE 3 ELECTRONIC PATIENT CARE SOFTWARE ACQUISITION

RECOMMENDATION

Authorize the Fire Department to enter into a Licensing Agreement with Source Code 3 Electronic Patient Care Reporting (ePCR) for the period October 6, 2015 to October 6, 2020. Cost of the agreement will be \$12,915.00 a year for a total of \$64,575.00 at the end of the five year period.

EXECUTIVE SUMMARY

On July 21, 2015, the City accepted a grant from the County of Los Angeles in the amount of \$21,135.00 to be used for the purchase of an Electronic Patient Care Reporting System (ePCR). This system will replace the Fire Department's hard copy patient care reports and will be used to assist in prehospital medical care delivery through the timely collection of important data. The annual software cost is based on projected data storage cost of \$3.00 a response for an average of 4,305 emergency medical calls a year.

BACKGROUND

The County of Los Angeles has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an advanced life support (ALS) system for providing Emergency Paramedic Transportation Services. The EMS agency collects and analyzes prehospital data collected by prehospital care providers as a way to improve patient care and injury prevention, and to also make informed decisions in its trauma system planning. To facilitate their data collection, the EMS Agency has recently required that all service providers move to the ePCR reporting format. In anticipation of this, the Fire Department has been proactive in securing an electronic reporting system that will meet the needs of all agencies involved with patient care while utilizing grant funds for FY 2015-2016.

In the fall of 2014, the Redondo Beach Fire Department established an ePCR Committee to research service providers to meet the department's digital patient information reporting needs. After presentations from responding vendors, the Fire Department entered into a 90 day, no cost trial period with Source Code 3. This vendor was selected based on the end user platform, availability of software customizations, and administrative applications for data retrieval and query options.

The Fire Department has been successfully operating within the Source Code 3 pilot program since May, 2015. Source Code 3 has worked collaboratively with the City's IT department, local receiving hospitals and the Los Angeles Emergency Services Agency to successfully meet all reporting and data retrieval requirements.

COORDINATION

The License Agreement has been reviewed as to form by the City Attorney's office. Grant funding has been approved by the Finance Department and the program will be administered by the Fire Department.

FISCAL IMPACT

The Fire Department appropriated \$30,000.00 in the FY 2014-2015 budget toward the expense of initiating this program. These funds will be carried over into FY 2015-2016 to be applied to the cost of the licensing agreement going forward into the next fiscal year.

Funding

\$ 21,135.00 LA County ePCR grant (FY15-16)

\$ 51,660.00 General Fund (2017-2020)

Expenditures

\$ 12,915.00 Source Code 3
License Agreement

\$ 51,660.00 Source Code 3
License Agreement

Submitted by:
Robert Metzger, Fire Chief

Approved for forwarding by:
Joe Hoefgen, City Manager

Attachment:

- Source Code 3 License Agreement

source code 3

Serving those who serve



LICENSING AGREEMENT

This Agreement ("Agreement") is entered into between Source Code 3, LLC ("Source Code 3"), a California limited liability company, and the City of Redondo Beach, a Chartered Municipal Corporation on behalf of the Redondo Beach Fire Department ("Client") effective as of October 20, 2015 ("Effective Date"), with reference to the following:

A. WHEREAS, Source Code 3 has developed proprietary electronic health record software (the "Software") identified in more detail in Exhibit A that will enable healthcare providers to create and maintain an electronic record of patient health information, document clinical patient encounters, and support other care-related activities.

B. WHEREAS, Client's Fire Department is a healthcare provider and desires to use the Software and Source Code 3 desires to grant to Client a license to utilize the Software subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, and/or other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, Source Code 3 and Provider agree as follows:

1. **License**

- 1.1 Source Code 3 hereby grants to Client, and Client accepts, a limited non-exclusive, non-transferable, limited, royalty-free and terminable right to access and use the Software in Client's healthcare practice during the Term of this Agreement (see Section 4) (the "Software License").
- 1.2 Client acknowledges and agrees that this Agreement does not grant Client the right to sublicense or utilize any trademarks associated with the Software.
- 1.3 Client acknowledges and agrees that this Agreement does not grant Client the right to reverse engineer the Software.
- 1.4 Client acknowledges and agrees that this Agreement does not transfer any interest in the ownership or title of any portion of



the Software and that Client does not own any portion of the Software.

2. **Proprietary Rights.** Client acknowledges that the Software, its structure, organization and Source Code and the related documentation are the property and constitute valuable trade secrets of Source Code 3 and its suppliers. Client agrees not to: (a) decompile or disassemble the Software, separate the Software into its component parts, or in any way attempt to reconstruct or discover any source code or algorithms of the Software by any means whatsoever; (b) remove any product identification, trademark, copyright, confidentiality, proprietary, or other notice contained on or within the Software; (c) modify or create any derivative works from the Software or any part thereof, except to the extent that the Software provides for use-modifiable components; (d) except as otherwise permitted herein, sell, sublicense, lease, rent, loan, assign, convey, or otherwise transfer the Software or any component thereof; (e) otherwise copy or use the Software for any purpose or in any manner not expressly permitted in this Agreement; or (f) knowingly permit or encourage any third party to do any of the foregoing. All rights in and to the Software and any related documentation not expressly granted to Client in this Agreement are reserved by Source Code 3.
3. **Services.** In connection with the Software License, Source Code 3 agrees to provide Client with the services set forth in Exhibit B.
4. **Consideration.** In consideration of Source Code 3's provision to Client of the Software License and the Services described in Section 2.1, Client shall pay to Source Code 3 the fees, as set forth in Exhibit C. City will pay Source Code 3 within thirty (30) days of the execution of this Agreement for the first year and thirty (30) days after the anniversary date thereafter.
5. **Term and Termination**
 - 5.1 The initial term of this Agreement shall commence on the Effective Date and continue to October 19, 2020 unless this Agreement is terminated in accordance with the terms and conditions set forth herein.
 - 5.2 Source Code 3 may terminate this Agreement immediately in the event that Client fails to comply with the Terms of Use of the Software or with any other material term of this Agreement, within thirty (30) days following written notice of breach.
 - 5.3 Client may terminate this Agreement immediately in the event Source Code 3 fails to comply with any material term of this Agreement, provided that Client provides written notice to Source Code 3 describing the breach with reasonable specificity, within ten days following written notice of breach.



5.4 Upon termination of this Agreement, unless a new agreement is entered into as described in Section 6:

- 5.4.1 All rights and licenses granted by Source Code 3 hereunder will automatically terminate;
- 5.4.2 Client will immediately cease using the Software or any component thereof;
- 5.4.3 Client will immediately return to Source Code 3 any and all copies of the Software or related user manuals that are in Client's possession unless required by law to retain a copy of such materials;
- 5.4.4 Source Code 3 shall have the right to retain all data and information provided by Client in connection with Client's use of the Software solely for Source Code 3's internal archival use; and
- 5.4.5 Source Code 3 shall pro-rate the compensation paid by Client based on the unused call volume and remit the amount to the Client within thirty (30) days of the termination of this Agreement.

6. **Modification and Option to Enter into New Licensing Agreement Following Termination.** Any modifications, including increasing Source Code 3's compensation must be executed via a subsequent written amendment signed by both parties. Notwithstanding the foregoing, an amendment increasing Source Code 3's compensation will **only** be executed if the call volumes are a result of changes in law and/or City operational requirements. Any increase in call volume not a result of changes in law and/or City operational requirements will not require any amendment or revision to Source Code 3's compensation. In the event that this Agreement is terminated, Source Code 3 may, at Source Code 3's sole discretion, offer Client the opportunity to enter into a new agreement, upon terms to be negotiated at that time, to enable Client to continue its use of the Software in exchange for a monthly service fee.

7. **Confidentiality and Non-Disclosure.** In the course of performing this agreement, the parties may disclose to each other Confidential Information. For purposes hereunder, "Confidential Information" shall mean any and all non-public technical and non-technical information provided by either party to the other, including but not limited to (i) patent and patent applications; (ii) trade secrets; and (iii) proprietary information, including, but not limited to, ideas, sketches, techniques, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed versions of the Software, and including, without limitation, related information concerning research, experimental work, development, design details and purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales, merchandising, marketing plans, and information



the disclosing party provides regarding third parties. All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Each party agrees: (i) not to use any Confidential Information of the other party for any purpose except in the performance of its obligations under this Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Confidential Information only to employees who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than set forth herein; (iii) to protect such Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own similar Confidential Information, but in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the other party of any actual or potential unauthorized access to or use of Confidential Information. The foregoing restrictions on disclosure shall not apply with respect to any information which: (a) was or becomes generally known or publicly available through no act or failure on the part of the receiving party; (b) is known by the receiving party without restrictions on disclosure at the time of receiving such information as evidence by its records; (c) is rightfully furnished to the receiving party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (d) is required by law, including but not limited to, the Public Records Act, to be disclosed by the receiving party, provided that the receiving party: (x) gives the disclosing party prompt written notice of such requirement prior to such disclosure; (y) provides assistance in obtaining an order protecting Confidential Information from disclosure; and (z) discloses information only to the extent required by law. Client further agrees not to disclose to any third party any performance information (including, without limitation, benchmarks) relating to the Software except as otherwise expressly contemplated herein.

8. **Medical Records.** In providing the services under this Agreement, Source Code 3 may have contact with records containing confidential patient information. The parties shall comply with all applicable laws, regulations, and ethical principles concerning confidentiality of all medical records. The parties agree that the HIPAA Business Associate Agreement signed in conjunction with this Agreement and attached here as Exhibit D applies equally to the parties' relationship and activities under this Agreement.
9. **Relationship of the Parties/Waiver.** This Agreement will in no way establish a partnership, joint venture, or employer/employee relationship between the Parties, nor shall it be construed to do so in any manner. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Agreement.
10. **Notices.** All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly served or delivered (a) upon actual physical delivery when delivered in person or via courier such as Federal Express, (b) if sent by facsimile to the facsimile number of such party set forth hereinafter, upon receipt of confirmation of the transmission thereof to that number, provided that the sender thereof mails a copy of such notice, request, demand or other communication by the business day next succeeding the date such facsimile was transmitted, or (c) if mailed, on the third (3rd) business day after being deposited in the United States Mail, provided it is



sent by certified mail, return receipt requested, first class postage prepaid, and addressed as follows:

Source Code 3:
837 N. Hudson Ave #402
Los Angeles, CA 90038
Attn: Sam Chao

Client:
City of Redondo Beach
Fire Department
401 S. Broadway
Redondo Beach, CA 90278
Attn: Division Chief Issac Yang

Either party hereto may from time to time, by written notice to the other party given in the manner hereinabove set forth, designate a different address or different facsimile number, which will be substituted for the one specified above for such party.

11. **Disclaimer of Warranties.** Client acknowledges and agrees that the Software being licensed to the Client and related Services and documentation are provided on an "as is" expressly disclaims any warranties, express or implied, including, without limitation, any implied warranties of title, merchantability, fitness for a particular purpose, data accuracy, system integration, or non-infringement, regarding the Software or any other materials or information provided under this agreement. Additionally, with respect to this agreement, Source Code 3 makes no representations of any kind, express or implied, regarding the safety or efficacy of the Software, that the Software will operate in a manner that is uninterrupted or error-free. Further, with respect to this Agreement, Source Code 3 makes no representations of any kind regarding the use or the results of the use of the Software or documentation in terms of correctness, accuracy, reliability, or otherwise. Client acknowledges that Source Code 3 is not responsible for and will have no liability for hardware, software, or other items or services provided by any person or entity other than Source Code 3 or its employees, agents, or contractors or for network failure. Client further acknowledges that it has relied on no warranties other than the express warranties set forth in this agreement.
12. **Limitation of Liability.** Subject to Section 22, Source Code 3 assumes no liability or responsibility for how Client, any of Client's personnel or any user associated with Client uses the Software for or in connection with any diagnosis or treatment made or provided in connection with or reliance on the Software, or for injury to persons or property arising from the use of the Software. Notwithstanding any other provision of this agreement, in no event shall either party have any liability to the other party for any indirect, special, consequential, punitive, or exemplary damages of any kind, including lost revenues or lost profits, loss of business or goodwill or loss of data, in any way arising out of, related to or in connection with this Agreement, even if such party has been advised or otherwise has reason to know or knows of the possibility of such damages. Client further agrees that in no event with the total aggregate liability of Source Code 3 to Client for any claims, losses, or damages arising under this Agreement, whether in contract, tort, product



liability, or otherwise, exceed the lesser of fees paid by Client to Source Code 3 during the 12-month period preceding the event giving rise to liability, or \$100,000.

13. **Government Access.** The Parties shall comply with the provisions of Section 1861(v)(1)(I) of the Social Security Act and shall make available, upon written request of the Comptroller General of the United States or the Secretary of the United States Department of Health and Human Services or any of their duly authorized representatives, any book, documents, and records that are necessary to verify the nature and extent of the costs incurred by either party under this Agreement. In addition, each party shall cooperate with the other party and provide reasonable access to books and records pertaining to this Agreement and the performance of its obligations to the extent reasonably necessary for compliance with any governmental agency review or audit of the other party.
14. **Captions and Construction.** The captions used herein as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement.
15. **Severability.** If any clause, sentence, provision, or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in force and effect.
16. **Survival.** The provisions of Sections 4 through 23 will survive the termination of this Agreement.
17. **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which, when executed, will be deemed an original, and all such counterparts will together constitute one and the same agreement.
18. **Entire Agreement.** This Agreement and any exhibits hereto supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement by and between the parties relating to said subject matter. This Agreement may not be modified except by an instrument in writing executed by both of the parties.
19. **Applicable Law; Choice of Forum and Venue.** This Agreement will be governed by the laws of the State of California without reference to conflicts of law principles. Any suit brought hereon, whether in contract, tort, equity or otherwise, will be brought in the state or federal courts sitting in Los Angeles, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court will have in personam jurisdiction over it, consents to service of process in any manner prescribed in Section 10 or in any other manner authorized by California law, and agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by applicable law.



20. **Binding Effect: Assignment.** This Agreement and the rights, covenants, conditions and obligations of the respective parties hereto and any instrument or agreement executed pursuant hereto will be binding upon the parties and their respective successors, permitted assigns and legal representatives. Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent.
21. **Construction.** The language in all parts of this Agreement will in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there will be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part thereof, and any rule of law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.
22. **Indemnification.** Source Code 3 agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its elected and appointed officials, officers, employees, agents, and volunteers (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Source Code 3's negligent performance of professional services or willful misconduct under this Agreement and that of its subcontractors or anyone for whom the Source Code 3 is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Source Code 3, its officers, directors, and employees (collectively, Source Code 3) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts or willful misconduct in connection with this Agreement.

Nothing in the foregoing precludes, restricts or is intended to preclude or restrict the right of a party to seek injunctive or other equitable relief in an appropriate court of competent jurisdiction.

23. **Further Assurances.** Client will execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

[signature page follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.


CLIENT:

CITY OF REDONDO BEACH



Mayor

ATTEST:

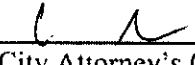


City Clerk

APPROVED:

Risk Manager

APPROVED AS TO FORM:



City Attorney's Office

SOURCE CODE 3:

SOURCE CODE 3, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY

By: 

Name: Sam Chao

Title: President



EXHIBIT A (Description of software)

Source Code 3 has developed proprietary electronic health record software, which has two user interfaces, named Digital Paper and Digital Review. Digital Paper is the mobile electronic Patient Care Report (ePCR) software, which is designed to be used in the field on a tablet computer. Digital Review is the software to access completed ePCRs generated in the field. Digital Paper has multiple distribution models, depending on the hardware. Digital Review is a browser based interface, which only requires a current web browser. The software and storage meets the data standards and requirements specified by the Los Angeles County Department of Health Services and Health Insurance Portability and Accountability Act.



EXHIBIT B (Description of the Services)

SOURCE CODE 3 DUTIES

Source Code 3 shall perform the following duties.

1. Include all regular software maintenance updates and customer support.
2. Ensure all reports will be accessible through Source Code 3's software.
3. Securely store in HIPAA compliant servers for no less than the minimum number of years as required by the Los Angeles County EMS Agency, which are as follows.
 - a. Standard reports will be stored for a minimum of 7 years;
 - b. Minors' reports will be stored for a minimum of one year after they turn 18 or at least for 7 years, whichever is greater; and
 - c. Reports involved in litigation will be stored indefinitely unless manually deleted upon Agency request.
4. Provide Usage of Digital Review and Digital Paper to the Client for the duration of this agreement.
5. Provide the minimum specifications for the hardware to Client.

CLIENT'S DUTIES

Client will perform the following duties.

1. Provide the hardware, unless other arrangements have been made.
2. Provide the users compatible hardware to use Source Code 3's software.



EXHIBIT C (Costs)

Source Code 3 ePCR Costs

		Total Annual Discounted Cost to RBFD	
Software License		Year 1	Year 2-5
Annual Software License Fee ^{1,2}		\$ 12,915.00	\$ 12,915.00
24/7 Software Support		Included	Included
3rd Party Software Integrations ^{3,4}			
Cardiac Monitor Integration for Windows 8.1 (Philips, Physio-Control or Zoll)		\$ 2,000.00	\$ (2,000.00)
CAD Integration (Hitech Systems) ⁵		\$ 2,000.00	\$ (2,000.00)
Hardware Purchase			
	Units	Cost per Unit	Cost
None	0	\$ -	\$ -
Value of Training Previously Provided			
	Days	Cost per Unit	Cost
ePCR Software Training Day (Two 4-hour Sessions per Day)	3	\$ 1,200.00	\$ 3,600.00
			\$ (3,600.00)
Total Annual SC3 Contract Cost		\$ 12,915.00	\$ 12,915.00
Total Savings		\$ 7,600.00	

1. License Fee is \$3.00 per ePCR, based upon the average number of EMS calls generated per year, for the three highest years in the past 5 years.
2. SC3 will support the listed Third Party Software Integrations during the term of the contract, at the request of the client, and will be subject to any restrictions and limitations placed on the integration by the third party.
3. The client will be responsible for any third party fees or costs imposed by the third party for the integration.
4. Hitech Systems may require a license fee to establish the integration, which is not included in the cost estimate provided for software integration service from SC3.



Exhibit D (Business Associate Agreement)

This Business Associate Agreement ("Agreement") was entered into as of the October 20, 2015 ("Commencement Date"), by and between the City of Redondo Beach, a Chartered Municipal Corporation on behalf of the Redondo Beach Fire Department ("Covered Entity") and Source Code 3 ("Business Associate"). The Covered Entity is referred to below as "CE." The Business Associate is referred to below as "BA."

RECITALS

- A. This Agreement is entered into by CE and BA for the purposes of complying with privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act").
- B. CE is a covered entity as such term is defined under HIPAA, and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information ("PHI") (defined below).
- C. BA provides services to or on behalf of CE pursuant to the terms of the license agreement, dated as of October 20, 2015, between CE and BA (the "Service Agreement"), that may require CE to disclose individually identifiable health information to BA, some of which may constitute Protected Health Information ("PHI") (defined below).

NOW THEREFORE, in consideration of the promises and mutual agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as set forth below.

AGREEMENT

1. DEFINITIONS

1.1 General. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Designated Record Set, Disclosure, electronic Protected Health Information ("ePHI"), Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific Definitions.

1.2.1 Business Associate. "Business Associate" shall have the meaning given to such term under HIPAA, including but not limited to, 45 C.F.R. § 160.103.

1.2.2 Covered Entity. "Covered Entity" shall have the meaning given to such term under HIPAA, including but not limited to, 45 C.F.R. § 160.103.



Exhibit D (Business Associate Agreement)

1.2.3 HIPAA. "HIPAA" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.

1.2.4 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.2.5 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. BA, its directors, officers, Subcontractors, employees, affiliates, agents, and representatives shall use or disclose PHI (a) in connection with fulfilling its duties and obligations under this Agreement and the Service Agreement; (b) for the proper management and administration of BA; or (c) to carry out the legal responsibilities of BA.

2.2 Prohibited Uses and Disclosures of PHI. BA shall not use or disclose PHI other than as permitted or Required by Law. BA shall not use or disclose PHI in any manner that violates state or federal laws, or would violate such laws if used or disclosed in such manner by CE.

2.3 Third Party Disclosures. BA shall obtain and maintain an agreement with each Subcontractor that has or will have access to PHI which is received from, created, or received by BA on behalf of CE, pursuant to which agreement such Subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to BA pursuant to this Agreement with respect to such PHI. BA shall also: (a) obtain reasonable assurances from the Subcontractor that the PHI will be held in confidence and used or further disclosed only as Required by Law or for the purpose for which it was disclosed; and (b) obligate such person to notify BA of any instance in which PHI is used or disclosed that is not provided for in the Service Agreement, including incidents that constitute breaches of unsecured PHI or any security incident of which it becomes aware in which the confidentiality of the PHI has been breached.

2.4 Minimum Necessary. BA and its agents or Subcontractors shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. To the extent BA uses or discloses PHI received from, created, or received by BA on behalf of CE, BA will make reasonable efforts to limit the PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

2.5 Access of Individuals to PHI.

2.5.1 BA shall make PHI maintained by BA or its agents or Subcontractors available to CE for inspection and copying within ten (10) business days of a written request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA



Exhibit D (Business Associate Agreement)

shall provide such information in electronic format to enable CE to fulfill its obligations under 45 C.F.R. § 164.524.

2.5.2 In the event an Individual or entity requests access to PHI from BA, BA shall forward such request to CE within five (5) business days. CE is responsible for determining what PHI shall be unavailable to the Individual pursuant to 45 C.F.R. § 164.524.

2.5.3 Any denial of access to PHI determined by CE pursuant to 45 C.F.R. § 164.524, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals, and/or complaints arising from denials.

2.6 Amendment of PHI.

2.6.1 BA does not maintain a Designated Record Set on behalf of CE. As applicable, in order to allow CE to respond to a request by an Individual for an amendment pursuant to 45 C.F.R. § 164.526, BA shall, within ten (10) business days of a written request by CE for PHI about an Individual contained in a Designated Record Set, make such PHI available to CE for so long as such information is maintained in the Designated Record Set.

2.6.2 In the event that any Individual requests that the BA amend his/her PHI, BA shall forward such request to CE within five (5) business days. The CE is responsible for determining what PHI is unavailable to the Individual pursuant to 45 C.F.R. § 164.526.

2.6.3 Any denial of an amendment to PHI determined by CE pursuant to 45 C.F.R. § 164.526, and conveyed to BA by CE, shall be the responsibility of CE, including resolution or reporting of all appeals and/or complaints arising from denials.

2.6.4 As applicable, within fifteen (15) business days of receipt of a request from CE to amend an Individual's PHI in a Designated Record Set, BA shall incorporate any amendments, statements of disagreement, and/or rebuttals approved by CE into its Designated Record Set, as required by 45 C.F.R. § 164.526.

2.7 Accounting of Disclosures.

2.7.1 BA does not maintain a Designated Record Set on behalf of CE. As applicable, in order to allow CE to respond to a request by an Individual for an accounting of disclosures of a Designated Record Set pursuant to 45 C.F.R. § 164.528, BA shall, within ten (10) business days of a CE's written request for an accounting of disclosures of PHI about an Individual, make such information available to CE. As applicable, BA shall provide CE with the following information: (a) the date of the disclosure; (b) the name of the entity or person who received the PHI, and, if known, the address of such entity or person; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of such disclosure.

2.7.2 In the event an Individual requests an accounting of disclosures of PHI directly from BA, BA shall forward such request to CE within five (5) business days.

2.7.3 As applicable BA shall implement an industry standard recordkeeping



Exhibit D (Business Associate Agreement)

process of Designated Records Sets to enable it to comply with the requirements of 45 C.F.R. §
164.528.

2.8 Subpoena or Legal Request for PHI. BA shall notify CE within two (2) business days of receipt of any request, subpoena, or other legal process to obtain PHI received from, or created or received by BA on behalf of CE. The provisions of this Section 2.8 shall survive the termination of this Agreement.

2.9 Reporting Breaches, Improper Disclosures, and Security Incidents.

2.9.1 Breaches. In the event of a Breach of any Unsecured PHI that BA accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of CE, BA shall report such Breach to CE immediately, but in no event more than ten (10) days after discovering the breach.

2.9.2 Improper Disclosures. BA shall report any unauthorized or improper use or disclosure of PHI regarding the terms and conditions of this Agreement or applicable federal and state laws to CE immediately, but in no event later than two (2) business days of the date on which BA becomes aware of such unauthorized or improper use or disclosure. BA shall, in consultation with CE, mitigate to the extent practicable any harmful effect of such improper disclosures.

2.9.3 Security Incidents. BA shall report to CE any Security Incident of which it becomes aware immediately.

2.10 Safeguards. BA shall implement appropriate administrative, technical, and physical safeguards, consistent with the size and complexity of BA's operations, to protect the confidentiality and security of PHI that it creates, receives, maintains, or transmits on behalf of CE and to prevent the use or disclosure of PHI in any manner inconsistent with the terms of this Agreement.

2.11 Availability of Books and Records to CE. Within fifteen (15) calendar days of a written request by CE, BA and its agents or Subcontractors shall permit CE to audit BA's internal practices, books, and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by BA on behalf of CE in order to ensure that CE and BA are in compliance with the requirements of this Agreement, and to the extent that CE determines such examination is necessary to comply with CE's obligations pursuant to HIPAA. The availability of books and records from BA to CE is subject to the following conditions:

- (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection.
- (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of inspection.
- (iii) CE shall execute a nondisclosure agreement, under terms mutually agreed upon by the parties, if requested by BA.



Exhibit D (Business Associate Agreement)

2.12 Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining BA's compliance with the Privacy Rule and the Security Rule. BA shall notify CE within five (5) calendar days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Secretary.

3. OBLIGATIONS OF COVERED ENTITY

3.1 General Obligations. CE warrants that CE, its officials, officers, , employees (a) shall comply with the Privacy Rule in its use or disclosure of PHI; (b) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (c) shall not request BA to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by CE; and (d) may request BA to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.

3.2 Breach. CE shall provide notice to BA of any pattern of activity or practice of BA that CE believes constitutes a material breach or violation of the BA's obligation under the Service Agreement or this Agreement within five (5) calendar days of discovery and shall meet with BA to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3.3 Notice of Privacy Practices. CE will notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

3.4 Notification of Changes Regarding Individual Permission. CE shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the change.

3.5 Notification of Restrictions to Use or Disclosure of PHI. CE shall notify BA of any restriction to the use or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect BA's use or disclosure of PHI. CE shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.

3.6 Permissible Requests by CE. CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by CE, except as permitted by Section 2 of this Agreement.



Exhibit D (Business Associate Agreement)

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Commencement Date and shall continue, unless earlier terminated pursuant to the terms and conditions herein, until the expiration of the Service Agreement (the "Term").

4.2 Effect of Termination. Upon termination of the Service Agreement for any reason, BA shall return or destroy all PHI that BA or its agents or Subcontractors maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, as determined by BA, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI impractical. All destruction shall be in accordance with HIPAA, the HITECH Act, and applicable state law.

5. INDEMNIFICATION

5.1 Indemnification. CE hereby agrees to indemnify and hold BA and its employees and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by CE, its employees, agents, or Subcontractors.

5.2 Indemnification. BA hereby agrees to indemnify and hold CE and its elected and appointed officials, officers, employees, contractors, and agents harmless from and against any and all loss, liability, or damages, including reasonable attorneys' fees, arising out of or in any manner occasioned by a breach of any provision of this Agreement by BA, its employees, agents, or Subcontractors.

6. MISCELLANEOUS

6.1 Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA.

6.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device, and shall be effective on the earliest of: (a) on the day when personally served, including delivery by overnight mail and courier service; (b) on the third day after its deposit in the United States mail; or (c) on the business day of confirmed transmission by telecommunications device. The addresses of the parties hereto (until notice of a change thereof is served as provided in this Section 6.2) shall be as follows:

If to CE:
City of Redondo Beach
Fire Department
401 S. Broadway
Redondo Beach, CA 90278
Attn: Division Chief Issac Yang

If to BA:

Source Code 3
1404 N. Gardner Street, Suite 2
Los Angeles, CA 90046
Attn: Sam Chao



Exhibit D (Business Associate Agreement)

6.3 Disclaimer. BA makes no warranty or representation that compliance by BA with this Agreement, HIPAA, or the HITECH Act will be adequate or satisfactory for CE's own purposes. CE is solely responsible for all decisions made by CE regarding the safeguarding of PHI.

6.4 No Third-Party Beneficiaries. Except as expressly provided for in the Privacy Rule, there are no third party beneficiaries to this Agreement.

6.5 Effect on Service Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Service Agreement shall remain in force and effect.

6.6 Interpretation. The provisions of this Agreement shall prevail over any provisions in the Service Agreement that may conflict with or are inconsistent with any provision in this Agreement. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HITECH Act.

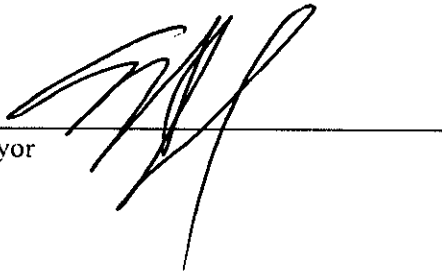
6.7 Conflicting Terms. In the event any terms of this Agreement conflict with any terms of the Service Agreement, the terms of this Agreement shall govern and control.

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

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

COVERED ENTITY
CITY OF REDONDO BEACH

Mayor

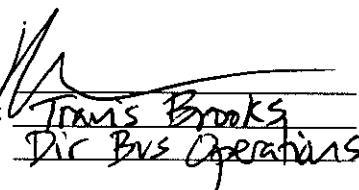


BUSINESS ASSOCIATE
SOURCE CODE 3

By:

Name:

Title:



Travis Brooks
Dir Bus Operations





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2017

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

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

PRODUCER James G Parker Insurance Assoc Bacome Ins Agency Lic #0554959 P O Box 1129 Hanford CA 93232	CONTACT NAME: Kaila Welch PHONE (A/C, No, Ext): (559) 584-3323 FAX (A/C, No): (559) 584-9313 E-MAIL ADDRESS: kwelch@jgparker.com														
INSURED Source Code 3, LLC 837 N Hudson Ave #402 Los Angeles CA 90038	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Property Casualty Co of</td><td>25674</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co of	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 17-18 GL AI** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	ZPP15R62509	12/12/2017	12/12/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ Excluded
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

City of Redondo Beach, a Chartered Municipal Corporation is included as Additional Insured with respect to General Liability per the forms attached.

CERTIFICATE HOLDER

City of Redondo Beach
401 S. Broadway
Redondo Beach, CA 90278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel Todd CPCU/KRW

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL AND BIOTECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | L. Blanket Additional Insured - Lessors Of Leased Equipment |
| B. Clinical Trial Participants - Bodily Injury To Employees Or Volunteer Workers | M. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| C. Non-Owned Watercraft Less Than 75 Feet | N. Blanket Additional Insured - Broad Form Vendors |
| D. Aircraft Chartered With Pilot | O. Blanket Additional Insured - Medical Or Biotechnology Products Advisors And Contract Or Clinical Research Organizations |
| E. Damage To Premises Rented To You | P. Who Is An Insured - Unnamed Subsidiaries |
| F. Increased Supplementary Payments | Q. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures |
| G. Who Is An Insured - Employees And Volunteer Workers - First Aid | R. Medical Payments - Increased Limits |
| H. Who Is An Insured - Employees - Supervisory Positions | S. Contractual Liability - Railroads |
| I. Who Is An Insured - Employees - Representations, Warnings Or Instructions With Respect To Products Or Work | T. Knowledge And Notice Of Occurrence Or Offense |
| J. Who Is An Insured - Newly Acquired Or Formed Organizations | U. Unintentional Omission |
| K. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises | V. Blanket Waiver Of Subrogation |

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. CLINICAL TRIAL PARTICIPANTS - BODILY INJURY TO EMPLOYEES OR VOLUNTEER WORKERS

1. The following is added to Exclusion e., **Employer's Liability**, in Paragraph 2., of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion also does not apply to "bodily injury" to an "employee" arising out of his or her voluntary participation as a human subject in a "clinical trial".

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" or co-"volunteer worker" arising out of his or her voluntary participation as a human subject in a "clinical trial".

C. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A**

BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

F. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

H. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

I. WHO IS AN INSURED - EMPLOYEES - REPRESENTATIONS, WARNINGS OR INSTRUCTIONS WITH RESPECT TO PRODUCTS OR WORK

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" arising out of any:

- (i) Representation made at any time, or that should have been made, by any of your "employees" with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of "your products" or "your work"; or
- (ii) Warnings or instructions provided, or that should have been provided, by any of your "employees" with respect to "your products" or "your work".

J. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II - WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us

within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

K. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

L. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

M. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

N. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

- b. The insurance provided to such vendor does not apply to:

- (1) Any express warranty not authorized by you;
- (2) Any change in "your products" made by such vendor;
- (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

O. BLANKET ADDITIONAL INSURED - MEDICAL OR BIOTECHNOLOGY PRODUCTS ADVISORS AND CONTRACT OR CLINICAL RESEARCH ORGANIZATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is serving or has served as:

- a. An advisor or consultant, including a scientific advisory board and its members, in a review of the design or development of "your medical products" or "your biotechnology products"; or

- b. A contract or clinical research organization, including its employees, for a "clinical trial" of "your medical products" or "your biotechnology products";

is an insured, but only for "bodily injury" or "property damage" arising out of those products. However, no such person or organization is an insured for "bodily injury" or "property damage" arising out of its providing or failing to provide professional health care services.

P. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

Q. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

R. MEDICAL PAYMENTS - INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury"

sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

S. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

T. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any

partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

U. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

V. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2019

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED World Advancement of Technology for EMS and Rescue, Inc 1748 San Diego Avenue SAN DIEGO, CA 92110	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC # 10200		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		UDC-1507991-CGL-18	10/29/2018	10/29/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Primary & Noncontributory						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. Policy is primary subject to policy terms and conditions. A 30 day written notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach
401 S. Broadway
Redondo Beach CA 90278

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

December 17, 2018

City of Redondo Beach
401 S BROADWAY
REDONDO BEACH CA 90277

Account Information:



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Policy Holder Details :	WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC.
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Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2018

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

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

PRODUCER MARSH & MCLENNAN INS AGCY LLC/PHS 72165836 THE HARTFORD BUSINESS SERVICE CENTER 3600 WISEMAN BLVD SAN ANTONIO, TX 78265		CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC. 1748 SAN DIEGO AVE SAN DIEGO CA 92110-1906		INSURER A : Hartford Fire and Its P&C Affiliates INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			72 WEC GA2906	08/19/2018	08/19/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

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

Those usual to the Insured's Operations. Please see next page for additional wording.

CERTIFICATE HOLDERCITY OF REDONDO BEACH
401 S BROADWAY
REDONDO BEACH CA 90277**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH & MCLENNAN INS AGCY LLC/PHS		NAMED INSURED WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE INC 1748 SAN DIEGO AVE SAN DIEGO CA 92110
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant. For any claims related to this project, the Consultant'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 Consultant'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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2018

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

PRODUCER
MARSH & MCLENNAN INS AGCY LLC/PHS
72160372
THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO, TX 78265

CONTACT
NAME:PHONE
(A/C, No, Ext): (866) 467-8730FAX
(A/C, No): (888) 443-6112E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A : The Hartford Accident and Indemnity
Insurance Company

22357

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND
RESCUE, INC.
1748 SAN DIEGO AVE
SAN DIEGO CA 92110-1906

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
A	AUTOMOBILE LIABILITY			72 UEC ZN7243	01/15/2019	01/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

Those usual to the Insured's Operations. Please see next page for additional wording.

CERTIFICATE HOLDER

CITY OF REDONDO BEACH
401 S BROADWAY
REDONDO BEACH CA 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

AGENCY CUSTOMER ID: _____

LOC#: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH & MCLENNAN INS AGCY LLC/PHS		NAMED INSURED WORLD ADVANCEMENT OF TECHNOLOGY FOR EMS AND RESCUE, INC. 1748 SAN DIEGO AVE SAN DIEGO CA 92110	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

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