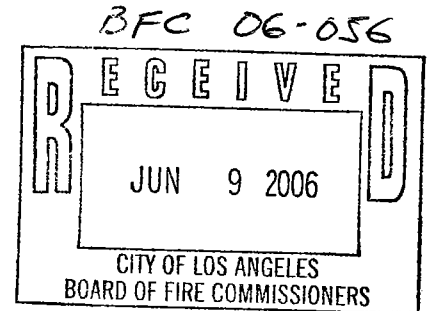


LOS ANGELES FIRE DEPARTMENT



WILLIAM R. BAMATTRE
FIRE CHIEF



May 25, 2006

TO: The Honorable Board of Fire Commissioners
City of Los Angeles

FROM: William R. Bamattre, Fire Chief

SUBJECT: Recommendation of Award of Contracts to Perform Medical Examinations for
Sworn Members of the Los Angeles Fire Department

SUMMARY

The Los Angeles Fire Department recommends the continuation of the Comprehensive Medical Examination Program that began in November 2005. In February 2005, the Department received a grant award under the Office of Domestic Preparedness, U.S. Department of Homeland Security, for the Assistance to Firefighters Grant Program in the amount of \$750,000, with the City providing a 30 percent match of \$321,650, for a total of \$1,071,650, as seed money to begin a comprehensive medical examination program for sworn department members.

The City Council directed the Department to concurrently develop and release a Request for Proposal to identify potential vendors and the costs to continue the program beyond the initial grant award period. The proposal was released on February 21, 2006, with a due date of March 15, 2006. The Department received four (4) proposals from local area medical service providers.

On April 25, 2006, the Department convened a Proposal Review and Evaluation Committee comprised of subject matter experts in the fields of medical examination and evaluation, wellness program management, job duties and requirements, medical liaison and contract management.

As a result of the evaluation of the four (4) proposals received, the Committee recommends multiple awards to three of the four respondents, based on overall score of the evaluation criteria and ability to reduce the time a fire station is out-of-service in the performance of the medical examinations.

The recommendation of the Committee is to award contracts to Intercare Medical Group, Kaiser Permanente, and Westchester Medical Group. Subject to funding availability, it is anticipated

that approximately 1,600 medical examinations will be provided in the course of one-year, at an estimated cost of \$1 million.

DISCUSSION

The Purpose of the Medical Examinations Program:

The Los Angeles Fire Department has developed a plan to provide a Comprehensive Wellness Program to its members. The Wellness Program comprises comprehensive medical examinations, health and fitness awareness, and personal counseling and fitness programs to aid the sworn employees to improve their strength and overall wellness.

The first part of the program is a comprehensive medical examination which is designed to provide baseline information on the overall fitness of the Department members and achieve the following objectives:

- Identify any current disease that would compromise the health and safety of members of the Los Angeles Fire Department.
- Inform the member of their current health status and identify any preventative measures that could be taken to reduce the risk of disease.
- Collect aggregate data on the department to identify any trends or patterns that would compromise the health of the members and develop strategies to correct the causes of those trends.
- Analyze the data to identify programs to reduce workers' compensation costs.

The Department is provided with statistics by the examining agency, with no personal identifiers, from each exam to develop a database that illustrates the general health of the workforce. The Department is also provided information on the fitness for duty of each member. This information is used to identify potential concerns that could jeopardize the life of the member in an emergency situation and those who work with that member.

The areas examined in the medicals which the Department considers most important in the Wellness Program, as a function of the ability to improve the levels of health and thus representing the greatest benefit, is identifying those individuals that suffer from:

- Hypertension (High Blood Pressure).
- Elevated Triglycerides and cholesterol.
- Elevated blood glucose levels.
- Low fitness levels.
- Overweight and obesity.

The statistics the Department collects already has identified reasons for concern of the wellness and fitness of the members. The data below are from 22 percent of the members. Statistically, the probability is that the numbers below will be 2-4 times higher given the randomized sampling of members for the medicals and the average age reflected showing a large number of older male members (higher risk for disease) yet to be tested, see Table 1.

Collecting key information to baseline the Department is essential to further develop a Comprehensive Wellness Program. Continuing to collect medical information in future periods allows the Department to see how the wellness of the Department changes over time and

further enhance the program as it develops. The overall vision is that this Program will become an integral part of the operations of the Department with the long term goal of reducing significant injuries and identifying life-threatening illnesses early. In doing so, the Department will be able to reduce the number of sick days, return members to work more quickly, and ensure members identified as seriously ill or have life threatening conditions are treated as soon as possible. All of these actions will reduce the level of worker compensation claims and overtime required when members are off work.

Table 1. Results of Testing 22 Percent of Workforce (approximately 800 examinations)

	No of Cases	Severe	Moderate	Significant
Hypertension (High Blood Pressure)	550+	30 cases severe hypertension	120 cases hypertension	400+ cases of pre-hypertension
Arterial Obstruction	17	1 - coronary artery bypass 3 - evidence of obstructive disease	8 - non-invasive angiography	5 - abnormal electrocardiograms requiring further follow-up care
Elevated blood glucose and cholesterol levels	400+	15 cases (cholesterol) at 4 times the risk of heart attack	200 cases (cholesterol) at 2 times the risk of heart attack or stroke	400+ cases of elevated triglycerides - 50% greater risk of developing cardiovascular disease
Low fitness levels <i>See Note on MET</i>	340+	146 cases did not meet the minimum MET level (10 METs) as advocated by NFPA	196 cases below MET level required to perform job at optimal level	-
Overweight and obesity	484	23 cases of obesity	228 cases of significantly overweight	233 cases of overweight

Note: A MET is a resting metabolic unit with a measurement of 3.5 ml of oxygen consumed/kg/min...therefore 10 METS is 10 times the resting metabolic rate

Award of F.I.R.E. ACT Grant:

The Comprehensive Medical Examinations Program began when on March 31, 2004, the Los Angeles Fire Department (LAFD) submitted a grant application to the Office of Domestic Preparedness, U.S. Department of Homeland Security, for the Assistance to Firefighters Grant Program (commonly referred to as the F.I.R.E. Act Grant)

The grant application sought the maximum allowable Federal funding under the grant program for seed money to establish a Comprehensive Medical Program for all uniformed members of the Los Angeles Fire Department. On February 9, 2005, the Office of Domestic Preparedness notified the Fire Chief that the Los Angeles Fire Department had been selected as the recipient of the F.I.R.E. Act Grant Award.

On February 11, 2005, the City Council approved acceptance of a matching grant award from the Office for Domestic Preparedness, U.S. Department of Homeland Security in the amount of \$750,000. The Fire Department contributed an additional \$321,650 to this grant award for a total amount of \$1,071,650, dedicated to beginning a Comprehensive Wellness Program providing medical examinations to sworn members of the Los Angeles Fire Department (Council File No. 05-0251.) The Council also authorized the Fire Chief to issue the Request for Proposals for medical professionals to administer the firefighter medical exams.

Status of the F.I.R.E. ACT Grant:

As of May 1, 2006, the Department concluded over 1,740 medical examinations at a cost of approximately \$950,000 of the \$1,071,650 awarded. All 1,971 examinations requested under the grant program are expected to be completed by May 23, 2006, at a final cost of approximately \$1,069,000.

Labor Relations:

The Chief Officer's Association (COA), representing all officers at and above the rank of Battalion Chief, and United Firefighters of Los Angeles City (UFLAC), representing all sworn personnel at and below the rank of Captain, agree that a mandatory medical program is beneficial for both the members they represent and the overall health of the Fire Department. The COA and UFLAC have signed Letters of Agreement with the Department adopting the Comprehensive Wellness Program to provide medical examinations to its members.

RFP to Continue the Program:

Concurrent to administering medical examinations, the Department issued a Request For Proposals (RFP) to continue the services beyond the grant period. On February 21, 2006, the Department released a RFP to the public, posting to the Los Angeles Business Assistance Virtual Network, advertising in the Los Angeles Daily Journal, and, through e-mail and telephone, informed those vendors who had responded to the recent RFP released by Los Angeles County in December 2005 for similar services.

The Department's outreach efforts resulted in 17 companies researching the RFP posted to the City's business virtual network and eight (8) companies attending the pre-proposal conference on February 28, 2006.

Proposers had until March 15, 2006, at 4:30 p.m. to develop and submit proposals to the Department. The Administrative Services Bureau received proposals from Centinela Airport Medical Center, Intercare Medical Group, Kaiser Permanente, and Westchester Medical Group. An additional proposal was received from S&L Medical Group after the deadline to submit proposals; however, this proposal was not considered and the proposal was returned.

On April 25, 2006, the Department convened a committee of subject matter experts to review the proposals submitted and evaluate them based on rating factors outlined in the RFP, see Table 2.

To ensure the evaluations were standard across the board, the Review Committee weighted the factors by which each criteria was being evaluated. Based on the rating worksheets, each rater developed an overall score for each proposal rated, see Table 3.

The Committee Members consisted of Ms. Deanna Stover, Medical Services Division, City of Los Angeles Personnel Department, Dr. Steven Loy, LAFD Contract Physiologist, Battalion Chief David Yamahata, Department Employee Relations Officer, Captain Chad Spargo, Medical Liaison Unit, and Mr. William Jones, LAFD Contracts and Grants Manager.

Table 2. Evaluation Criteria

Evaluation Criteria	Points	Weight
Demonstrated Ability	50	
Experience and Qualifications		10%
Proposing entity		
Key personnel		
Sub-contractors		
Level of Staffing		10%
Experience with type of services requested and ability to perform the various elements of the Comprehensive Medical Exam.		40%
Business Practices/Processes - administrative capability to handle workload		25%
Quality Assurance Processes – Contractor's measures to assure quality assurance of sub-contractors.		10%
Financial Stability		5%
Innovative Approach	25	
Innovative approaches to service delivery designed to minimize disruption of on-duty personnel and lower program costs, e.g. mobile services for lab work, and/or any other applicable tests/services.		40%
Geographically desirable locations of Proposer's facility(ies).		60%
Cost	25	
Reasonableness of Proposer's costs as compared against other Proposers.		100%

Table 3. Overall Score and Ranking of Medical Proposals

	Centinela Airport Medical Center	Intercare Medical Group	Kaiser Permanente	Westchester Medical Group
Committee Member 1	67.5	82	80.5	84.5
Committee Member 2	75	65	72	84
Committee Member 3	75.5	80.5	75.5	87.5
Committee Member 4	63	71.5	87.5	80.5
Committee Member 5	83	85	85	88
Average Score	72.8	76.8	80.1	84.9
Rank	4	3	2	1

Cost of the Program:

The preliminary price per examination ranges from \$525 to \$683 per basic exam, and the final amounts with each vendor remain to be negotiated. The Department will fund this Program with \$800,000 set aside in the Unappropriated Balance (UB) account in the FY2006-07 budget. Following the actions taken by the Board of Fire Commissioners, a presentation to the Executive Employee Relations Committee will be made to consider the Department's plan to continue the Program in FY2006-07 and future fiscal years. The funds identified in the UB in FY2006-07 budget will provide for approximately 1,300 exams.

Contract Award:

After careful review and evaluation of each of the proposals, the committee recommends the Department award contracts to three companies based on the scores of the evaluations. Intercare Medical Group, Kaiser Permanente, and Westchester Medical Group were chosen based on the evaluation criteria of the proposals. The Committee recommends that the contracts be for a period of one-year, with two, one-year renewal options.

RECOMMENDATIONS

It is respectfully recommended that the Honorable Board of Fire Commissioners:

1. Approve the recommendations of the Evaluation Committee to award contracts to the three medical service providers, Intercare Medical Group, Kaiser Permanente, and Westchester Medical Group.
2. Authorize the Fire Chief to negotiate terms and award contracts to each of the medical providers, Intercare Medical Group, Kaiser Permanente, and Westchester Medical Group, subject to funding availability, and subject to approval by the Equal Employment Relations Committee, City Council, and Mayor.
3. Forward this report to the Mayor and City Council for approval.

FISCAL IMPACT STATEMENT

Funds have been identified in the Unappropriated Balance in FY2006-07 Budget for this activity, pending further review by the EERC.

Respectfully submitted,



WILLIAM R. BAMATTRE
Fire Chief

WRB:WRJ:bes

Attachments

CONTRACT NO. _____

**BETWEEN
THE CITY OF LOS ANGELES
AND**

**FOR
MEDICAL EXAMINATIONS OF LOS ANGELES FIRE DEPARTMENT SWORN PERSONNEL**

THIS AGREEMENT is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Los Angeles Fire Department (hereinafter collectively referred to as the "CITY"), and _____
(hereinafter referred to as the "CONTRACTOR.")

WHEREAS, the CITY requires the services of a qualified company to provide Medical Examinations of Los Angeles Fire Department sworn personnel as part of an overall Wellness Program; and

WHEREAS, the CITY desires to obtain the services of a contractor to perform said services, which are of an expert and professional nature; and

WHEREAS, the CITY, subject to funding, and approval by the Executive Employee Relations Committee, City Council and the Mayor, intends to award a contract to _____ to perform medical examinations for a period commencing on the date executed by all parties through June 30, 2007, unless otherwise terminated by the CITY; and

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which the CONTRACTOR will perform the work and furnish the services as described herein for the consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

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ARTICLE 1. PARTIES TO AGREEMENT, REPRESENTATIVES AND NOTICES

A. The parties to this Agreement are:

1. CITY – The City of Los Angeles, a municipal corporation, having its principal offices at 200 North Spring Street, Los Angeles, California 90012.

2. CONTRACTOR – _____

B. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

The CITY's representative will be as follows, unless otherwise stated in this Agreement:
William R. Jones, Senior Management Analyst II
Los Angeles Fire Department
200 North Main Street, 1630 CHE
Los Angeles, California 90012

The CONTRACTOR's representative(s) are as follows:

REPRESENTATIVE _____
CONTRACTOR _____
ADDRESS _____
CITY, STATE, ZIP CODE _____
PHONE: (____) _____ FACSIMILE (____) _____

C. Formal notices, demands, and communications to be given hereunder by either party will be made in writing and must be effected by personal delivery or by registered mail, postage prepaid, return receipt requested, and will be deemed communicated as of the date of receipt.

D. If the name or the address of the person designated to receive the notices, demands, or communication, or the address of such person is changed, written notice will be given, in accord with this ARTICLE, within five (5) working days of said change.

ARTICLE 2. TERM OF AGREEMENT

A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2007, unless otherwise terminated by the CITY as hereinafter provided in ARTICLE 9 – TERMINATIONS, of this Agreement.

B. The CITY may, at its sole discretion and through the CITY's Representative, with the concurrence of the Board of Fire Commissioners, subject to funding approval, extend the term of the Agreement for two (2) additional years, exercisable in one-year increments, pursuant to written agreement as provided in ARTICLE 10 - AMENDMENTS, and the satisfactory performance of the CONTRACTOR with all terms of this Agreement.

ARTICLE 3. SCOPE OF SERVICES

Estimated Workload

Due to the large number of uniformed members (approximately 3,400+/-) and because the Fire Department's work locations are widely dispersed throughout the City, multiple contractors may be utilized to meet the requirements of the medical examination program. The CONTRACTOR will provide all components of the comprehensive medical examination and evaluation services described in this Agreement. The City does not guarantee a specific number of medical examinations and evaluations to the CONTRACTOR. Based upon expected needs and past experience the Fire Department's estimates of the work volume anticipated per year, for a biennial program, based on a mandatory program, to be a total of approximately 1,700, and is subject to change.

Comprehensive Medical Examinations and Evaluations

Medical Examinations

All uniformed personnel will be administered the comprehensive medical examination. The components of the comprehensive medical examination and evaluation to be administered are described in APPENDIX B – Comprehensive Medical Examination and Evaluation Components, of this Agreement.

Commercial Drivers License

Uniformed members who hold a commercial drivers license will need to have a California Department of Motor Vehicles Medical Examination Report (DL 51) and a Medical Certificate Card (DL 51A) completed as appropriate.

Hepatitis C Screening

All uniformed members will be screened for Hepatitis C during **their first medical examination only**. After all members have been screened, this test will no longer be required as part of the comprehensive medical examination.

Scheduling of Appointments

The Fire Department is responsible for scheduling appointments directly with the CONTRACTOR. At the time of the award of contract, the Fire Department will provide the CONTRACTOR with a description of the scheduling procedure. Included will be a list of the Fire Department employees authorized to schedule appointments for medical examinations. Scheduling will be done to enable appropriate distribution of medical examination appointments throughout the year. The CONTRACTOR's scheduling staff must be available Monday through Friday, 8:00 a.m. through 5:00 p.m., Pacific Time, except on those holidays observed by the City, to set up appointments for the physical examinations. The list of generally observed City holidays is provided as part of this Agreement as APPENDIX A.

The comprehensive medical examinations will be conducted while Fire Department personnel are on-duty. The medical examinations should be completed during normal work hours of the CONTRACTOR, but not earlier than 6:00 a.m. or later than 7:00 p.m., Monday through Saturday.

CONTRACTOR is hereby put on notice that neither the City nor the Fire Department will guarantee that a member will be available to participate in a scheduled examination appointment. The Fire Department will take every measure possible to ensure that members' appointments are kept. The Fire Department will work with the CONTRACTOR in an attempt to

fill any unanticipated cancellations, as soon as possible, the same day. However, the CONTRACTOR will assume all risk for unfilled appointments and will not be compensated by the City for such unfilled appointments.

Medical Findings and Recommendations

Recommendation

As part of each examination administered, the CONTRACTOR must make a recommendation to the Fire Department on how often a medical examination and evaluation should be administered to the uniformed members. It is expected that the recommendation be in the form of the member's age and associated risk factors. Specific risk factors need to be listed in the recommendation.

In addition, the CONTRACTOR needs to validate the recommendation citing current research in the area of health promotion, injury prevention, and wellness.

Consultation

After the completion of the medical examination, the examining physician will discuss the findings with the examinee and provide face to face counseling, informational materials, and documentation to the examinee on health and fitness as further described in APPENDIX B – Comprehensive Medical Evaluation and Evaluation Components.

The examining physician will refer all examinees with significant medical findings to the member's own personal physician. If the member does not currently have a personal physician, he or she will be guided by his or her own private medical insurance provider. Additionally, recommendations made cannot be carried out by the CONTRACTOR at a cost to the uniformed member or the member's insurance provider, unless the examiner is the member's current insurance/medical provider, (see "Treatment Resulting from Examination" below.)

Duty Status

Based upon the findings of each completed medical examination, the examining physician must recommend the Duty Status for each examinee. The examining physician must complete and submit to the Fire Department the Duty Status Form – APPENDIX C, and designate the examinee's Duty Status as either Full Duty, Light Duty with work restrictions, or Off Duty .

Incomplete Medical Examination

If during the medical examination, the need for a work restriction is determined and/or any portion of the examination cannot be completed, the examining physician must indicate which components could not be completed, on Page 2 of the Duty Status Form, Incomplete Medical Examination - APPENDIX C.

If a full comprehensive medical examination cannot be completed for any reason, the uniformed member will be scheduled by the Fire Department to return to the Contractor for completion of the remaining components of the medical examination upon his or her return to duty.

Treatment Resulting from Examination

The examining physician will treat members **only** if medical care is necessary to save a life at the time of the examination. The examining physician is absolutely prohibited from subsequently providing treatment to members scheduled by the City for services under this contract.

Data Collection

A goal of the Wellness Program is to collect statistical information, without personal identifiers, in order to identify trends regarding the health status of uniformed members. Based on analysis of the statistical information, the Wellness Program can then provide educational material to Fire Department members.

The following statistical information (without examinee identifiers) must be captured for each examinee. The data must be forwarded biweekly to the Fire Department's Wellness Office via email, in Microsoft Excel format, and reported in a format to be determined by the Fire Department and should include as a minimum:

Height
Weight
Blood Pressure
Cardiac Stress Test – MET Level completed
Maximum Heart Rate achieved
Percent (%) Body Fat
Strength/Flexibility
Total Cholesterol (include HDL, LDL, HDL Ratio)
Triglycerides
Blood Sugar
Vision far/near/peripheral
Hearing
Pulmonary Function

Additional statistical information may be required at the start of the contract period. CITY will confirm all statistical information required with the CONTRACTOR prior to commencement of the contract period. The CITY will provide the statistical categories and excel spreadsheet format to the CONTRACTOR at the start of the contract period. The CITY reserves the right to change the format, add to, or subtract from, the statistical categories it requires.

Documentation and Records Retention**Record Forwarding**

The following documentation must be transmitted by the CONTRACTOR to the appropriate recipient as follows:

To Examinee:

What: A copy of the examination results, including laboratory work, and any recommendations made during the counseling session.

How: By U.S. Mail to the examinee's home address.

When: As soon as possible after results are available, not to exceed seven (7) working days.

To Medical Liaison Unit:

What: Duty Status Form, (F-1000A), indicating the examinee's duty status as Full Duty, Light Duty with Work Restrictions, or Off Duty

How: By Fax to the Fire Department Medical Liaison Unit

When: Immediately after the consultation with examinee or as soon as the examinee is released

What: A list of the names of all members who have had a completed comprehensive medical examination

How: By Fax to the Fire Department Medical Liaison Unit

When: At the conclusion of each workday that physicals are conducted

To the City of Los Angeles Medical Services Division

What: A complete medical record and Duty Status Form for each examination performed and/or attempted.

How: By mail to:

City of Los Angeles

Medical Services Division

Attn: Medical Records Section

432 E. Temple Street

Los Angeles, California 90012

When: Mailed within seventy two (72) hours after completion of the examination or attempted examination

To Fire Department Wellness Unit

What: Statistical Information without employee identifiers

How: By email to the Fire Department Wellness Unit

When: Bi-weekly

Records Retention

The Contractor must maintain a copy of all examination forms, medical records, Duty Status Forms and x-rays for a minimum of six (6) years, after the termination of the Agreement. Prior to the end of the sixth (6th) year, the Contractor must request and receive instructions from the City regarding disposition of the records. No record may be destroyed without prior written approval from the City.

The Contractor must maintain and store medical records in accordance with local State and Federal Rules and Regulations. The Contractor must maintain strict confidentiality of all medical records in accordance with all federal and state statutes and regulations relating to the confidentiality of patient's records and information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Contractor must inform all its officers, employees, and agents providing services of these confidentiality provisions. (see section "Confidentiality" below)

Quality of the Record

The Contractor must prepare the medical reports, records, and forms in a legible manner and must complete them in accordance with sound medical practice.

Certification and Licensing

All physical examinations and evaluations must be performed and signed by a physician licensed to practice in the State of California. A licensed physician assistant or certified nurse practitioner may perform services described in this contract, but must perform under the supervision of a licensed physician in accordance with applicable State Law. A licensed physician must review and countersign the work of the physician assistant or nurse practitioner. All tests must be performed by qualified personnel certified/licensed in the appropriate specialty. A complete listing of staff and individual credentials must be provided to CITY at the start of the

contract period, and when staff changes occur. The CITY reserves the right to verify all licenses and/or certificates.

Supplies

The CONTRACTOR is responsible for providing all forms, supplies, equipment, and services necessary to conduct the examinations and evaluations required. The Fire Department will supply the CONTRACTOR with five (5) original copies of the Duty Status Form, and the Contractor/Employee Acknowledgement and Confidentiality Agreement to be used as originals for reproduction by the CONTRACTOR.

Confidentiality

The CONTRACTOR must maintain strict confidentiality of all medical records in accordance with all federal and state statutes and regulations relating to the confidentiality of patient's records and information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The CONTRACTOR must inform all its officers, employees, and agents providing services of these confidentiality provisions. All CONTRACTOR employees connected with activities under any resultant Agreement are required to sign and adhere to the Contractor/Employee Acknowledgment and Confidentiality Agreement attached as APPENDIX D. The CONTRACTOR agrees not to disclose any information or statistics that result from the examinations and that would otherwise not be considered confidential to any third party without the expressed written permission of the CITY.

ARTICLE 4. CONTRACTOR'S OBLIGATIONS

Upon written notification by the CITY to the CONTRACTOR to commence performance, the CONTRACTOR will perform medical examinations of sworn personnel of the Los Angeles Fire Department as set forth in CITY's APPENDIX B. COMPREHENSIVE MEDICAL EXAMINATION AND EVALUATION COMPONENTS.

ARTICLE 5. COMPENSATION AND METHOD OF PAYMENT

Compensation will be at the same rate as specified in APPENDIX E. NEGOTIATED RATE SCHEDULE. Payments shall be made in accordance with existing procedures established by the CITY. CONTRACTOR will submit invoices for periodic payments not to exceed two invoices per month that include this Agreement number and an itemization of medical examinations performed.

The invoice must include the following information:

- Name and address of company or firm
- Name and address of the Fire Department
- Date of invoice
- Period covered
- Reference Contract No. _____
- Full description of services rendered, including:
 - Name(s) of examinees
 - Dates of exams
 - Element(s) of the exams
 - Cost per element
- Payment terms, total due, and due date
- Discounts and terms

- Remittance Address (if different from company address)

All invoices and back-up documentation are to be mailed to the following address:

Medical Liaison Unit
Attention: Employee Medicals Officer
1700 Stadium Way
Los Angeles, California 90012

ARTICLE 7. CONTRACTOR RECORDS

The CONTRACTOR must maintain and preserve books of accounting and other financial transactions which relate to the services performed pursuant of this Agreement. The CONTRACTOR must retain such books and records for at least three (3) years, following final payment by CITY hereunder. At any time during the term of this Agreement, or within three (3) years following the payment hereunder, all of the CONTRACTOR'S books, documents, papers, and records pertaining to this Agreement will be subject to examination and audit by authorized CITY personnel, subject to appropriate safeguards on data reasonably determined by CONTRACTOR to be proprietary in nature.

ARTICLE 8. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of this Ordinance, this Agreement is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

ARTICLE 9. TERMINATION

This Agreement may be terminated for cause by the CITY upon thirty (30) calendar days written notice to the CONTRACTOR. In the event of such terminations, the CONTRACTOR will be paid for all medical examinations performed prior to the effective date of termination.

ARTICLE 10. AMEDMENTS

The CITY has designated the Fire Chief of the DEPARTMENT to represent the CITY with respect to amendments or other matters related to this Agreement. The CITY's Representative is authorized to approve and execute amendments to this Agreement to extend the term of the Agreement pursuant to ARTICLE 2 – TERM OF AGREEMENT with the concurrence of the Board of Fire Commissioners. Any amendments authorized by the CITY's Representative to extend the term of this Agreement, or to increase the maximum amount of compensation allowable will be contingent on funding availability, and the CONTRACTOR having provided satisfactory services under this Agreement.

ARTICLE 11. NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide medical examinations to sworn members of the Los Angeles Fire Department, and the CITY may enter into other contracts for the provision of medical examinations. Execution of this Agreement does not guarantee that the CITY will request CONTRACTOR to provide a minimum level services.

ARTICLE 12. STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR will comply with the STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 10/03) attached hereto as APPENDIX F and hereby incorporated into and made a part of this agreement.

ARTICLE 13. INSURANCE REQUIREMENTS

The CONTRACTOR is required to carry and maintain insurance coverage at a level that has been determined by the City's Risk Manager, with the City named as an additional insured, throughout the term of this Agreement. The types and levels of insurance coverage are specified in EXHIBIT 1 of APPENDIX F of this Agreement. The Contractor is required to provide proof of insurance and bonding at the time of contract execution.

ARTICLE 14. ENTIRE AGREEMENT

This Agreement contains the full and complete Agreement between the parties. No verbal Agreement or conversation between CONTRACTOR and any officer or employee of the CITY will affect or modify any of the terms and conditions of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

DATE: _____

NAME OF CONTRACTOR

Authorized Representative

DATE: _____

THE CITY OF LOS ANGELES

By: _____
WILLIAM R. BAMATTRE
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

ATTEST:

FRANK T. MARTINEZ
City Clerk

By: _____
LAUREL L. LIGHTNER
Assistant City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: _____

Internal Revenue Service ID Number: _____

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APPENDIX A
GENERALLY OBSERVED CITY HOLIDAYS

HOLIDAY SCHEDULE

Note: The following dates serve as a guideline and may not represent the actual holiday date in any given year. It is the responsibility of contractors to confirm with the City the actual dates of holidays in any given calendar year.

<u>Date</u>	<u>Holiday</u>
January 1	New Year Day Observed
Third Monday in January	Martin Luther King Day Observed
Third Monday in February	President's Day Observed
Last Monday in March	Cesar Chavez Day Observed
Last Monday in May	Memorial Day Observed
July 4	Independence Day Observed
First Monday in September	Labor Day Observed
The Monday the week of October 12	Columbus Day Observed
November 11	Veterans Day Observed
Fourth Thursday and the following Friday in November	Thanksgiving Holidays Observed
December 25	Christmas Day Observed

The City reserves the right to alter this schedule due to holidays falling on Saturdays, Sundays, times when City Employees are normally scheduled to be off work, or changes in City policies.

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APPENDIX B
COMPREHENSIVE MEDICAL EXAMINATION AND EVALUATION COMPONENTS

**COMPREHENSIVE MEDICAL EXAMINATION AND
EVALUATION COMPONENTS**

COMPREHENSIVE MEDICAL EXAMINATION AND EVALUATION COMPONENTS

The comprehensive medical examinations are to be given to all uniformed members of the Los Angeles Fire Department as part of the Department's Wellness Program. The comprehensive medical examinations are divided into three categories:

1. Routine Examination.
2. Fire Boat Mate/Fire Boat Pilot Exam (Includes Routine Exam in addition to special testing. See Urinalysis Section below.)
3. Helicopter Pilot Exam (Administration of a flight physical examination by a certified Aviation Medical Examiner. See details in Vision Testing Section below.)

The following are the components of the routine medical examination and evaluation:

1. Health Questionnaire

Review, by way of discussion with examinee, of a health questionnaire. A properly supervised nurse practitioner or physician's assistant may also perform this review. Positive responses must be reviewed with the examinee by a physician and must be properly documented.

2. Physical Examination

A physical examination conducted by a physician. This examination may be performed by an appropriately supervised nurse practitioner or physician's assistant, however, a physician must countersign the medical record.

The health professional should pay particular attention to cardiopulmonary, musculoskeletal, and neurological status.

- a. Measurement of height/weight.
- b. Vital signs measurements:
 1. blood pressure;
 2. temperature;
 3. resting EKG – twelve lead; and
 4. respiratory rate.

3. Vision Testing:

- a. Far and near visual acuity testing each eye separately.
- b. Uncorrected and corrected vision.
- c. Peripheral vision.
- d. Color vision - must be able to distinguish between red, amber, green as used in traffic signals.

- e. Acuity testing to be performed using:
 - 1. Titmus;
 - 2. Keystone; or
 - 3. Orthorator.
- f. Helicopter pilots must meet the FAA requirements for a Class 2 medical.

4. Audiometry:

Booth testing at 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz (Calibrated in accordance with ANSI standards).

6. Skin Cancer Evaluation:

Visual examination of skin for pre-cancerous conditions.

7. Urinalysis:

Dipstick for:	Microscopic for:
PH	WBC
Glucose	RBC
Ketones	White blood cell casts
Protein	red cell casts
Blood	Crystals
*Fire Boat Mate/Fire Boat Pilot exam to include DOT drug testing as required for Coast Guard certification.	

8. Blood Panel

Complete Blood Count with differential	Cholesterol(including HDL,LDL)
Total Bilirubin	HDL ratio
Total Protein	Triglyceride
Albumin	Glucose
Uric Acid	A/G Ratio
Globulin	Potassium
BUN	Creatinine
Phosphatase	Alkaline
SGPT	T4
SGOT	GGTP

9. Pulmonary Function Test:

Spirometry to be conducted by technician certified in this procedure, to include the following values:

FEV1	FVC
FEV1/FVC	Peak Expiratory Flow Rate

In addition, indicate if the procedure and equipment used meets the guidelines set by the American College of Occupational and Environmental Medicine (ACOEM).

10. Chest x-ray:

One PA view with reading by radiologist as recommended based on symptoms and risk factors.

11. Graded Exercise Treadmill Test:

- a. All members will receive a cardiac stress test using Bruce Protocol (with MET calculation) monitored by a physician and reviewed by a physician who is experienced in reading 12 lead stress EKGs.
- b. Appropriate pre-treadmill screening tests will be performed prior to conducting a treadmill. i.e. resting EKG with interpretation.

12. Measurement of body fat:

By method of skin-fold calipers or hydrostatic weighing.

13. Evaluation of Strength and Flexibility

Arm strength, abdominal strength, leg strength, grip strength, trunk flexibility, and leg flexibility.

14. Optional Tests

The following optional tests will be made available to uniformed members and will be administered at the request of the member:

Males

- a. digital rectal examination;
- b. testicular examination (Self examination materials shall be provided);
- c. Prostate Specific Antigen Test (PSA); and
- d. fecal occult blood.

Females

- a. mammogram (for uniformed members 40 years of age or older);
- b. PAP Smear;
- c. breast examination (self examination materials shall be provided);
and
- d. fecal occult blood.

15. Consultation Regarding Medical Findings/Recommendations

After completion of examination, the physician will discuss findings with the examinee and provide counseling to the examinee with regard to health and fitness related issues. The contractor will make a copy of the examination results (including laboratory work) and will mail a copy of the examination results, including any recommendations made during the counseling session, to the examinee's home address as provided by the examinee.

The physician will provide information to examinees relative to exercise prescriptions, stress and risk factor reduction, behavioral modification (smoking, alcohol, drugs) as related to the firefighting occupation. Additionally, the physician will provide information on injury risk reduction, if appropriate, based on the individual member's injury history.

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APPENDIX C
DUTY STATUS FORM F-1000A

LOS ANGELES FIRE DEPARTMENT
DUTY STATUS FORM INSTRUCTIONS

PHYSICIAN'S RESPONSIBILITIES

1. Please complete the LAFD Duty Status Form (F1000A).
2. All fields that apply to the patient must be checked including the recommended Light Duty/Restricted assignment, if applicable.
3. In the event, for any reason, the exam can not be completed, page 2 of the F1000A - Incomplete Medical Examination Form must be completed.
4. Immediately, following the examination, the completed form(s) are to be faxed to the LAFD Medical Liaison Unit at (213) 847-8290.
5. Please contact the Medical Liaison Unit at (213) 485-6083 if there are any questions and/or problems.

NOTE: F1000A is a two (2) page form. Please fax both pages.

LOS ANGELES FIRE DEPARTMENT DUTY STATUS FORM

Pre-coded Contractor Name and Contractor Number

Patient's Name: _____ Please print (Last name, First name, MI)			
Birthdate: _____ (Month, Day, Year)			<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> MET </div>
Social Security #: _____			

DUTY STATUS

☐ Full Duty - No Restrictions
 ☐ Light Duty - Work Restrictions (see below)

☐ Off Duty

WORK RESTRICTIONS: (CHECK ALL THAT APPLY)

<input type="checkbox"/> NO STEPS/LADDER CLIMBING <input type="checkbox"/> LIMITED STEPS/LADDER CLIMBING	<input type="checkbox"/> NO WALKING <input type="checkbox"/> LIMITED WALKING _____
<input type="checkbox"/> NO BENDING/STOOPING/KNEELING <input type="checkbox"/> LIMITED BENDING/STOOPING/KNEELING	<input type="checkbox"/> LIMITED SITTING _____
<input type="checkbox"/> NO LIFTING/PUSHING/PULLING (OVER _____ LBS.)	<input type="checkbox"/> UNABLE TO DRIVE A MOTOR VEHICLE
<input type="checkbox"/> OTHER SPECIFIC RESTRICTIONS: _____	

EXAMINING PHYSICIAN: _____ DATE: _____ TIME: _____
(Print Name)

PHYSICIAN SIGNATURE: _____

PLEASE FAX THIS FORM IMMEDIATELY AFTER COMPLETING EXAM
 TO THE L.A.F.D. MEDICAL LIAISON UNIT (213) 847-8290
 If problems are experienced with faxing this form call (213)-485-6083

INCOMPLETE MEDICAL EXAMINATION FORM

Patient Name: _____
(please print: Last, First, MI)

Social Security: _____

Birth Date: _____
(Month/Day/Year)

Date Examination Scheduled: _____

Reason medical examination was not completed:

Check all of the following that were not completed:

- | | |
|---|---|
| <input type="checkbox"/> Health Questionnaire | <input type="checkbox"/> Physical Examination |
| <input type="checkbox"/> Vision Testing | <input type="checkbox"/> Urinalysis |
| <input type="checkbox"/> Audiometry | <input type="checkbox"/> Skin Cancer Evaluation |
| <input type="checkbox"/> Blood Panel | <input type="checkbox"/> Evaluation of Strength and Flexibility |
| <input type="checkbox"/> Pulmonary Function Test | <input type="checkbox"/> Measurement of Body Fat |
| <input type="checkbox"/> Graded Exercise Treadmill Test (10 METS) | |
| <input type="checkbox"/> Handout Material | |
| <input type="checkbox"/> Consultation | |

This form must accompany the completed Duty Status Form by fax to the Medical Liaison Unit at (213) 847-8290 by the end of the business day.

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APPENDIX D
CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR/EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

I understand that my employer, _____, (hereinafter referred to as "Medical Group") has entered into a contract with the City of Los Angeles to provide various services to the City (hereinafter referred to as the "Agreement").

Employee Acknowledgment

I understand that "Medical Group" is my sole employer for purposes of the Agreement between "Medical Group" and the City of Los Angeles.

I understand and agree that I am not an employee of the City of Los Angeles for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the City of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between "Medical Group" and the City of Los Angeles.

Confidentiality Agreement

As an employee of "Medical Group," I may be involved with work pertaining to City services, and if so, I may have access to confidential information pertaining to persons or entities represented by the City Attorney's Office or by a designated private law firm thereby creating a confidential attorney/client relationship between the City Attorney's Office or the private law firm and its client. All personnel who perform services pursuant to the Agreement between "Medical Group" and the City of Los Angeles are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the City has a legal obligation to protect all confidential information in its possession, especially medical information and other information that is protected by the attorney/client privilege.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Agreement between "Medical Group" and the City of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

Further, I understand that I am obligated to maintain the confidentiality of medical information on examinees receiving services pursuant to the Agreement between "Medical Group" and the City of Los Angeles. I understand that I am obligated to maintain the confidentiality of this information at all times, both at work and off duty, in accordance with all State and Federal statutes on confidentiality of medical information.

I acknowledge that violation of this Acknowledgment and Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Signature _____

Date _____

Printed Name _____

Position/Title _____

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APPENDIX E
NEGOTIATED RATE SCHEDULE

Negotiated Rate Schedule - Final negotiated rate(s) will be established following approval of the Los Angeles Fire Commission ~~approval~~ to negotiate terms and enter into an agreement with CONTRACTOR

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APPENDIX F
STANDARD PROVISIONS FOR CITY CONTRACTS (Rev 10-03)

**APPENDIX A
STANDARD PROVISIONS FOR CITY
CONTRACTS**

PSC-1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or the **CONTRACTOR**. The word "**CONTRACTOR**" or "**CONSULTANT**" herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one **CONTRACTOR/CONSULTANT** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

If any part, term or provision of this Contract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of the **CONTRACTOR/CONSULTANT** by the person or persons authorized to bind the **CONTRACTOR/CONSULTANT** hereto;
- B. This Contract has been approved by the **CITY'S** Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;
- D. This Contract has been signed on behalf of the **CITY** by the person designated to so sign by the **CITY'S** Council or by the board, officer or employee authorized to enter into this Contract.

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any

representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Waiver.

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. Independent CONTRACTOR/CONSULTANT.

The **CONTRACTOR/CONSULTANT** is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. The **CONTRACTOR/CONSULTANT** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

The **CONTRACTOR/CONSULTANT** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, the

CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CONSULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

The **CONTRACTOR/CONSULTANT** shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible matter produced by the **CONTRACTOR/CONSULTANT** hereunder), against the **CONTRACTOR'S/CONSULTANT'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

Duplicate copies of all bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy and shall be filed with

the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CONSULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CONSULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named

insured, **CONTRACTOR'S/CONSULTANT'S** insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving **CONTRACTOR/CONSULTANT** ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the **CONTRACTOR/CONSULTANT**, **CITY** agrees to negotiate additional compensation proportional to the increased benefit to **CITY**.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by **CONTRACTOR/CONSULTANT**. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by **CITY**. Non-availability or non-affordability must be documented by a letter from **CONTRACTOR'S/CONSULTANT'S** insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, **CONTRACTOR'S/CONSULTANT'S** failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which **CITY** may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect **CITY'S** interests and pay any and all premiums in connection therewith and recover all monies so paid from **CONTRACTOR/CONSULTANT**.

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of **CITY** will be required when work is performed on **CITY** premises under hazardous conditions.

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACTOR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACTOR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

CONTRACTOR/CONSULTANT shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. **CONTRACTOR/CONSULTANT** assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. **CONTRACTOR/CONSULTANT** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
 5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CONSULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CONSULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further

make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CONSULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY's** representative at any time during the term of this contract or within the three years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACTOR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously

provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/ CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/ CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/ CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

(1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforcement Section at (213) 978-7650.”

- (2) The failure of the **CONTRACTOR/CONSULTANT** to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.
- (3) If the **CONTRACTOR/CONSULTANT** fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- (4) Failure to comply with the EBO may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

- (5) If the City Administrative Officer determines that a **CONTRACTOR/CONSULTANT** has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the **CITY**. Violation of this provision may be used as evidence against the **CONTRACTOR/CONSULTANT** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

PSC 29 - Slavery Disclosure Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. **CONTRACTOR/CONSULTANT** certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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APPENDIX F - EXHIBIT 1
INSURANCE REQUIREMENTS

EXHIBIT 1
INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

NAME	AGENCY
CITY	
ADDRESS	
TEL	FAX

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds** (Severability of Interest) In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval** **CITY Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note:** The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage.** Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

EXHIBIT

INSURANCE REQUIREMENTS

Name: _____

Date: 10/28/2004

Agreement/Reference: RFP for Comprehensive Medical Examination and Evaluation Services

Evidence of coverages checked off below which have as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSL"). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/>	Workers' Compensation (Statutory Limit)/Employer's Liability	\$ 250,000
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<hr/>		
<input checked="" type="checkbox"/>	General Liability	\$ 1,000,000
<input checked="" type="checkbox"/>	Premises and Operations	
<input checked="" type="checkbox"/>	Contractual Liability	
<input checked="" type="checkbox"/>	Independent Contractors	
	Collapse & Underground	
	Products/Completed Operations	
	Fire Legal Liability	
<hr/>		
Automobile Liability (if vehicle is used for this contract, other than commuting to/from work)		\$ _____
<input type="checkbox"/>	Hired Automobiles	
<input type="checkbox"/>	Non-owned Automobiles	
<input type="checkbox"/>	Owned Automobiles	
<hr/>		
<input checked="" type="checkbox"/>	Professional Liability (Medical Malpractice)	\$ 1,000,000
	Discovery Period	_____
<hr/>		
Property Insurance (90% co-insurance as determined by city or insurance company)		
<input type="checkbox"/>	All Risk Coverage	Boiler and Machinery \$ _____
<input type="checkbox"/>	Extended Coverage	Debris Removal _____
<input type="checkbox"/>	Flood \$	_____
<input type="checkbox"/>	Earthquake \$	_____
<hr/>		
	Pollution Liability	\$ _____
<input type="checkbox"/>	_____	
<hr/>		
	Fidelity Bond _____ Surety Bond	\$ _____
<hr/>		
<input type="checkbox"/>	_____	\$ _____
<hr/>		

Notes: