

Meeting Date: 6/18/2013

Report Type: Consent

Report ID: 2013-00514

Title: Agreement: Employee Medical Services

Location: Citywide

Issue: The City has a continuing need for industrial medical treatment for employees who suffer work related injuries as well as non-industrial occupational medical services including pre-placement, commercial driver and special operations physical examinations.

Recommendation: Pass a Motion 1) awarding a five year contract to Dignity Health Medical Foundation DBA Mercy Medical Group, A Service of Dignity Health Medical Foundation for non-industrial occupational medical services in an amount not to exceed \$210,000 per year or a total of \$1,050,000 over the five year term of the contract, and industrial medical services related to work injuries covered under the City's self-insurance program to be paid as required by statute; and 2) authorizing the City Manager or designee to execute this agreement.

Contact: Geri Hamby, Director, (916) 808-7173; Barbara Brenner, Loss Prevention Manager, (916) 808-7785, Human Resources Department

Presenter: None

Department: Human Resources

Division: Risk Mgmt/Insurance Prgms

Dept ID: 08001331

Attachments:

1-Description/Analysis

2-Agreement (Mercy Medical Group)

City Attorney Review

Approved as to Form
Sandra Talbott
6/10/2013 11:20:16 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
5/31/2013 9:29:18 AM

Approvals/Acknowledgements

Department Director or Designee: Geri Hamby - 6/6/2013 3:04:20 PM

Description/Analysis

Issue Detail: The City has a continuing need for industrial medical treatment for employees who suffer work related injuries as well as non-industrial occupational medical services including pre-placement, commercial driver and special operations physical examinations. Medical services are also required to implement monitoring programs mandated by state and federal statutes for employees in classifications with exposures to biological or physical hazards.

Policy Considerations: A request for proposal process was conducted and evaluated consistent with City purchasing policies.

Economic Impacts: None

Environmental Considerations: Under the California Environmental Quality Act (CEQA) guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

Sustainability Considerations: None

Commission/Committee Action: None

Rationale for Recommendation: In March of 2013, a Request for Proposals for Medical Services was issued. Two medical facilities submitted proposals. Dignity Health Medical Foundation DBA Mercy Medical Group, A Service of Dignity Health Medical Foundation was selected to provide industrial and non-industrial occupational medical services. Dignity offers a selection of high quality services, at a reasonable cost, in readily accessible locations.

Financial Considerations: The total cost of non-industrial occupational medical services is approximately \$210,000 per year. Payment to the contractor will not exceed \$210,000 each year or a combined total of \$1,050,000 over the five-year term of the contract.

The City is obligated by statute to pay all legitimate costs associated with worker's compensation claims. Funding to pay for these industrial and non-industrial medical services is included in the Human Resources, Risk Management Division budget.

Emerging Small Business Development (ESBD): Not applicable.



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: 6/18/13

General Information

Type: Professional Services

CHANGE: None CH #:

\$ Not to Exceed: \$ 1,050,000

Original Contract Number:

Original Contract Amount:

Contractor: Mercy Medical Group

Project Name: Medical Services

Project Number:

Bid Transaction #:

E/SBE-DBE-M/WBE:

Department Information

Department: Human Resources

Division: Risk Management

Project Mgr: Barbara Brenner

Supervisor: Partrick Flaherty

Contract Services: Denise Deprato

Division Mgr:

Phone Number: x8795

Org Number: 08001331

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:		5/29/13
Accounting:		
Contract Services:		
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
City Attorney:		6-3-13

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Hamby, Geri Department Director:		
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

For City Clerk Processing Finalized:

Initial: _____ Date: _____

Imaged:

Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

PROJECT #:
PROJECT NAME: Medical Services
DEPARTMENT: Human Resources
DIVISION: Risk

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, July 1, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

DIGNITY HEALTH MEDICAL FOUNDATION DBA MERCY MEDICAL GROUP, A SERVICE OF DIGNITY HEALTH MEDICAL FOUNDATION
3400 Data Drive, Rancho Cordova, CA 95670
(916) 851-2000

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- 4. General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of

* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

This Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

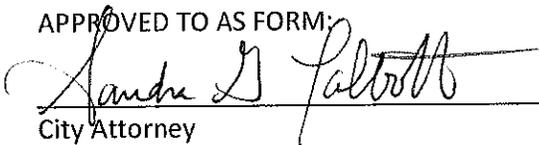
By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Dignity Health Medical Foundation dba Mercy Medical Group, a service of Dignity Health Medical Foundation

NAME OF FIRM

34-1996544

Federal I.D. No.

State I.D. No.

13327-MB 1014196

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

____ Individual/Sole Proprietor

____ Partnership

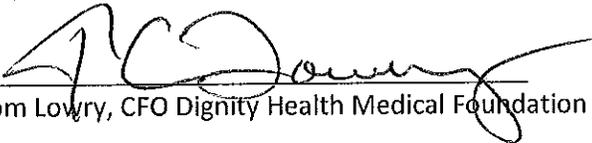
Corporation (*may require 2 signatures*)

____ Limited Liability Company

____ Other (*please specify: _____*)



Stephen Foerster, Vice President Managed Care



Tom Lowry, CFO Dignity Health Medical Foundation

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Dignity Health Medical Foundation dba Mercy Medical Group, a service of Dignity Health Medical Foundation

Address: 3400 Data Drive, Rancho Cordova, CA 95670

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing

such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Stephen Foerster, Vice President, Managed Care

5/22/13

Date

EXHIBIT A PROFESSIONAL SERVICES

AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Barbara Brenner, Loss Prevention Manager
915 I Street, 4th Floor
Sacramento, CA 95814
Phone: 916-808-7785
bbrenner@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Marilynne Boyd, Business Development Manager
3000 Q Street
Sacramento, CA 95816
916-733-5784
marilynne.boyd@dignityhealth.org

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not ____ [check one] required for this Agreement. If required, such coverage must be continued for at least ____ year(s) following the completion of all Services and Additional Services under this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.** [Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]
5. **Time of Performance.** The services described herein shall be provided for a term of 5 years beginning on the date of execution of this agreement by the City Clerk.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A shall not exceed \$1,050,000 (or \$210,000/year) for a period of five years. Payment to CONTRACTOR under this agreement for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses may range from 0 – 100% of the total sum of \$1,050,000 (or \$210,000/year) available for non-industrial medical services.

The cost of all industrial medical services for work related injuries, covered under the CITY's self- insurance program, will be paid as required by statute and per the terms of **ATTACHMENT 1 to EXHIBIT B**.

2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
- A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
- B. All invoices submitted by CONTRACTOR shall contain the following information:
- (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Attn: Barbara Brenner
915 I Street, 4th Floor
Sacramento, CA 95814

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement; [list, if applicable]

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such

information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on a claims made basis, with a two year reporting clause, for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million

dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.
- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).
- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY under Exhibit A, Section 2.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each

potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento

County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are

primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Attachment 1 to Exhibit A

Scope of Services

Contractor will provide such services as the CITY may from time to time request and which are more particularly described below.

Industrial Medical Services

1. Provide assessment and treatment services as an independent contractor in accordance with the Medical Treatment Utilization Schedule (MTUS) mandated by the Division of Workers' Compensation, and other evidence based medical guidelines. The physicians must be licensed in California and undergone training in the new mandated medical utilization treatment guidelines, utilization review, apportionment statutes and permanent disability rating using the American Medical Association Guides to the Evaluation of Permanent Impairment, latest edition. There must be access to physicians to discuss all examinations, disability periods and treatment for work related injury/illness.
2. Provide medical reports and invoices for payment within the time frame as specified in the California Code of Regulations, Title 8, Section 9785 and comply with reporting requirements as requested by City claims staff.
3. Work closely with the City to return injured employees to full duty or light duty assignment at the earliest possible time after the work-related injury.
4. Referral of injured workers to specialists who are Board Certified with prior approval by the City and / or by the City's Utilization Review vendor pursuant to the requirements of the utilization review statutes. The City reserves the right to refer employees to a medical specialist of our choice.
5. Track injured employees' treatment and disability status.
6. Medical monitoring and modified duty evaluations.
7. First aid and exposure evaluations.
8. Return to work evaluations.
9. Identify permanent disability / impairments.
10. Onsite physician visits.
11. Manage medical records in compliance with all applicable regulations.
12. Cooperate fully with the City on any matter arising out of a Workers' Compensation Appeals Board hearing or related lawsuit.

Non-Industrial Medical Services

1. Perform all medical duties, functions, and services requested by the City as an Independent Contractor in compliance with all applicable regulations including but not limited to U.S. Department of Transportation, CA Department of Motor Vehicles, Cal OSHA, California Commission on Police Officer Standards and Training and the Federal Aviation Administration.
2. Report exam results in a timely manner.
3. Refer to indicated class specification or essential function statements when conducting pre-employment and other related examinations as may be required by the City of Sacramento.
4. Provide detailed work restrictions when returning non-industrial injured employees to work and physical limitations as needed for consideration of reasonable accommodation.
5. Manage medical records in compliance with all applicable regulations.
6. Fully cooperate with City on any matter arising out of a lawsuit.

Attachment 1 to Exhibit B

Fee Schedule

Fees for non-industrial medical services are as specified in the attached Section VI of the Request for Proposal For Medical and Psychological Services, Transaction # P13081321002, March 28, 2013.

The cost of all industrial medical services for work related injuries, covered under the CITY's self-insurance program, will be billed at 5% less than the California workers' compensation medical fee schedule in effect at the time services are delivered. Services not covered by the fee schedule will be charged in accordance with the fee schedule for non-industrial medical services.

Section VI: Attachments

Price Proposal Worksheet

ATTACHMENT 1

Provide prices for each line of service proposed. Add pricing for any additional services anticipated for delivery of the services specified below. **A copy of the medical history questionnaire(s) must be included with the price proposal.**

EXAM 1 - Pre-Placement Exam - General

80 \$ / exam

Physical exam includes history, complete physical w/ vital signs, blood pressure, Snellen vision, audiogram and dip stick UA.

EXAM 2 - Pre-Placement Exam – Police Officer

305 \$ / exam

CA P.O.S.T. compliant physical exam using P.O.S.T form, comprehensive metabolic panel, dip stick UA, CBC, audiogram, EKG resting, pulmonary function test, vision, Non-DOT 5 panel split drug screen,

TB PPD (optional)

15 \$ / test

hepatitis B vaccination (optional)

55 \$ / injection

Exam 2B –Pre-Placement Exam - Dispatcher

135 \$ / exam

Physical exam includes history, complete physical w/ vital signs, blood pressure, Titmus vision, audiogram and dip stick UA, Non-DOT 5 panel split drug screen.

Exam 2C- Pre-Placement - Police Bomb Squad

200 \$ / exam

Includes history, complete physical examination in compliance with General Services Administration per Standard Form 88 GSA/ICMR FIRMR, 41 CFR 201-9.202-1. Standard form can be located via internet by searching "CFR Standard Form 88".

Exam 2D – FAA Exam – Police Pilot

N/A \$ / exam

Includes history, complete physical w/vital signs, blood pressure and all tests required by the Federal Aviation Administration for helicopter & small aircraft

Exam 3 - Pre-Placement Exam - Firefighter

520 \$ / exam

Physical exam (includes history, complete physical w/ vital signs, blood pressure, Snellen vision, audiogram and dip stick UA), comprehensive metabolic panel*, cholinesterase RBC, CBC, treadmill stress EKG, resting 12-lead ECG, spirometry / PFT, hepatitis B surface antibody, Non-DOT 5 panel split drug screen.

Exam 8 - Ophthalmological Exam 100+ \$ / exam

Exam 9 - Infection Control Services

Patient exam and evaluation 55 \$ / exam

Consultation fee 150 \$ / hour

Exam 10 - Pathogen Post Exposure Evaluation 55 \$ / exam

Please add prices for any labs that may be required that are not already included in the price list.

(Lab fees will vary depending on type of pathogen & history. e.g. blood-borne pathogen labs (Hep B, Hep C & HIV) = \$140.)

Please specify days & hours of availability 7 am to 5 pm M-F in Occ Health; 5-9 pm M-F & 9 am to 5 pm weekends and all holidays in Urgent Care.

Exam 11 – Return to Work Non-Industrial Illness or Injury 100 \$ / exam

DOT Drug Screen – 5 panel split (commercial drivers only) 50 \$ / test

Exam 12– Occupational Lead Exposure 180 \$ / exam

Includes physical exam, basic metabolic panel, UA, blood lead, Zinc protoporphins, CBC,

OTHER SERVICES

Audiogram 25 \$ / test

Audiograms at a City Facility N/A \$ / test
Includes audiometric testing in compliance with Cal OSHA regulations.

Foot Orthotics for Work Boots N/A \$ / per set

Pulmonary Function (spirometry) 35 \$ / test

Respiratory Questionnaires 20 \$ / questionnaire

Respirator Fit Testing at a City Facility N/A \$ / test
Includes quantitative respirator fit testing in compliance with Cal OSHA regulations.

Treadmill load/stress 12 Lead EKG 230 \$ / test

LABS

<u>Alere NMP22 BladderChek</u>	35	\$ / test
<u>Cholinesterase Plasma Testing</u>	30	\$ / test
<u>RBC cholinesterase</u>	30	\$ / test
<u>Comprehensive Metabolic Panel</u> Includes albumin; total bilirubin; calcium; carbon dioxide (bicarbonate); chloride; creatinine; glucose; sodium; potassium; total protein; alkaline phosphatase (ALP); alanine amino transferase (ALT); aspartate amino Transferase (AST); urea nitrogen (BUN)	30	\$ / test
<u>C-Reactive Protein</u>	20	\$ / test
<u>Hepatitis Surface Antibody</u>	30	\$ / test
<u>Interleukin 6 (IL6)</u>	35	\$ / test
<u>Lead - blood</u>	25	\$ / test
<u>Lipid Panel</u> Including cholesterol, HDL, LDL & triglycerides	30	\$ / test
<u>Testosterone</u>	65	\$ / test
<u>Venipuncture</u>	15	\$ each

VACCINATIONS and SCREENING

<u>Flu Vaccine</u>	20	\$ / injection
<u>Hepatitis A Vaccine</u>	70	\$ / injection
<u>Hepatitis B Vaccine</u>	55	\$ / injection
<u>Hepatitis C Vaccine</u>	N/A	\$ / injection
<u>Measles Mumps Rubella Vaccine</u>	59	\$ / injection
<u>Rabies Vaccine</u>	235	\$ / injection
<u>TDAP (Tetanus/Diphtheria/Pertussis) Vaccine</u>	45	\$ / injection

Tuberculosis Screening

Skin test PPD 15 \$ / test

Quantiferon blood test *78 \$ / test

Chest X-Ray for TB 75 \$ / test

Varicella Vaccine 100 \$ / injection

Administration of Vaccinations or Screening 150 \$/hour/

Specify rates for various employee classifications \$/hour/

that may be used to provide services at City facilities.

 \$/hour/

*Based on special rates from County of Sacramento Lab; should this price change, our fee will change also, with notification.

DRUG & ALCOHOL TESTING SERVICES

Prices must include all costs associated with these services including: sample collection, analysis and chain of custody; medical officer review when required; record keeping and reporting of results to the City in compliance with Department of Transportation Regulations; and travel to City facilities as needed.

Alcohol Breathalyzer at Clinic 25 \$ / test

Alcohol Breathalyzer at City Facility N/A \$ / test

DOT Drug Test at Clinic -- 5 panel split 50 \$ / test

Includes sample collection and analysis for marijuana, amphetamines, phencyclidine (PCP), cocaine, opiates to include heroin and methylenedioxymethamphetamine (MDMA, a.k.a. Ecstasy).

DOT Drug Testing at City Facility -- 5 panel split N/A \$ / sample

Includes sample collection and analysis for marijuana, amphetamines, phencyclidine (PCP), cocaine, opiates to include heroin and methylenedioxymethamphetamine (MDMA, a.k.a. Ecstasy).

Non-DOT Drug Test at Clinic-- 5 panel split 45 \$ / test

Includes sample collection and analysis for marijuana, amphetamines, phencyclidine (PCP), cocaine, opiates to include heroin and methylenedioxymethamphetamine (MDMA, a.k.a. Ecstasy).

Medical Review Officer positive results 30 \$ / test

Exam 13- For Cause Substance Abuse Examination

65 _____ \$ / exam

Includes evaluation by physician to determine if there is cause for drug and alcohol testing. Individual prices will be added if those drug and/or alcohol tests are ordered.

Please specify days & hours of availability Monday – Friday 7 a.m. to 5 p.m.

Exam 14 - Medical Evaluation for Shy Bladder Syndrome

_____ N/A _____ \$ / exam

PSYCHOLOGICAL SERVICES

Police Officer Pre-employment Evaluation

_____ N/A _____ \$ / evaluation

Includes a Police Officer psychological evaluation in compliance with the California Police Officer Standard Training (P.O.S.T.) requirements.

Police Dispatcher Pre-employment Evaluation

_____ N/A _____ \$ / evaluation

Includes a psychological evaluation for Police Dispatcher in compliance with P.O.S.T. requirements.

Fire Investigator Pre-employment Evaluation

_____ N/A _____ \$ / evaluation

Includes a psychological evaluation for Fire Investigators carrying firearms in compliance with P.O.S.T. requirements.

Performance Intervention Evaluation

_____ N/A _____ \$ / evaluation

Includes a psychological evaluation of City employees to assess the potential for workplace violence or other behavior creating work related concerns.

Other Psychological Services

_____ N/A _____ \$ / hour

(as mutually agreed by the City and Consultant)



CERTIFICATE OF INSURANCE		Issue Date: 12/10/2012
First Named Insured:		A Claims-Made Professional Liability Policy
Medical Clinic of Sacramento, Inc. (dba Mercy Medical Group, Inc.) 3000 Q. Street Sacramento, CA 95816		IMPORTANT NOTICE: This document demonstrates coverage in force on the Issue Date above with Limits of Liability of at least the amounts set forth below. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.
Protected Party: Franklin Chinn, MD		
Specialty: OCM01 - Occupational Medicine		
Policy Number:	Policy Period:	Retroactive Date:
063627R	From: 1/1/2013 To: 1/1/2014	2/1/2003
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Protected Party		Agency and Address: AON Risk Insurance Services West, Inc. 8880 Cal Center Drive, Suite 130 Sacramento, CA 95826 (916) 369-4800
<u>LIMITS OF LIABILITY</u>		
Claim Limit:	\$1,000,000	
Aggregate Limit:	\$3,000,000	

- I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.

MPL003 (06/06)

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707) 226-0100 : (800) 421-2368 : www.thedoctors.com



CERTIFICATE OF INSURANCE		Issue Date: 12/10/2012
First Named Insured:		A Claims-Made Professional Liability Policy
Medical Clinic of Sacramento, Inc. (dba Mercy Medical Group, Inc.) 3000 Q. Street Sacramento, CA 95816		IMPORTANT NOTICE: This document demonstrates coverage in force on the Issue Date above with Limits of Liability of at least the amounts set forth below. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.
Protected Party: Marshall Lee, MD		
Specialty: OCM01 - Occupational Medicine		
Policy Number:	Policy Period:	Retroactive Date:
063627R	From: 1/1/2013 To: 1/1/2014	5/24/2010
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Protected Party		Agency and Address: AON Risk Insurance Services West, Inc. 8880 Cal Center Drive, Suite 130 Sacramento, CA 95826 (916) 369-4800
<u>LIMITS OF LIABILITY</u>		
Claim Limit:	\$1,000,000	
Aggregate Limit:	\$3,000,000	

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MPL003 (06/06)

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CERTIFICATE OF INSURANCE		Issue Date: 12/10/2012
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Medical Clinic of Sacramento, Inc. (dba Mercy Medical Group, Inc.) 3000 Q. Street Sacramento, CA 95816		IMPORTANT NOTICE: This document demonstrates coverage in force on the Issue Date above with Limits of Liability of at least the amounts set forth below. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.
Protected Party: Patricia Wiggins, MD		
Specialty: OCM01 - Occupational Medicine		
Policy Number:	Policy Period:	Retroactive Date:
063627R	From: 1/1/2013 To: 1/1/2014	7/7/2008
The Protected Party above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Protected Party		Agency and Address: AON Risk Insurance Services West, Inc. 8880 Cal Center Drive, Suite 130 Sacramento, CA 95826 (916) 369-4800
<u>LIMITS OF LIABILITY</u>		
Claim Limit:	\$1,000,000	
Aggregate Limit:	\$3,000,000	

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- V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the First Named Insured only. Coverage is not in effect unless and until all payments are received when due.

MPL003 (06/08)

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707) 226-0100 : (800) 421-2368 : www.thedoctors.com

AMENDATORY ENDORSEMENT

Named Insured Dignity Health			Endorsement Number 29
Policy Symbol HPL	Policy Number G21687583 008	Policy Period 12/01/2012 to 12/01/2013	Effective Date of Endorsement 12/01/2012
Issued by (Name of Insurance Company) Illinois Union Insurance Company			

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Additional Insured – Owners, Lessees or Contractors Scheduled Person or Organization (Primary, Non-Contributory)

It is agreed that the Commercial General Liability Coverage Part of this policy is amended as follows:

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Locations Of Covered Operations
City of Sacramento, its officials, officers, authorized agents, employees, and volunteers	Sacramento, California
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II, Who Is An Insured, is amended to include as an additional **insured** the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for **bodily injury, property damage, personal injury or advertising injury** caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional **insured(s)** at the location(s) designated in the Schedule above.
- B. With respect to the insurance afforded to these additional **insured(s)**, the following additional exclusions apply:
- This insurance does not apply to **bodily injury or property damage** occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured(s)** at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. The Insurance afforded by this endorsement is primary over any similar insurance available to any such person or organization designated as an additional **insured** in the Schedule above, but only with respect to:
1. Your operations; and
 2. To comply with the insurance requirements of a written contract, agreement, lease or permit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/29/2012

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 RISK & INSURANCE SERVICES 145 CALIFORNIA STREET, SUITE 1900 CALIFORNIA LICENSE NO. 0437853 SAN FRANCISCO, CA 94104		CONTACT NAME: PHONE (A/C, No. EXT): FAX (A/C, No.): E-MAIL: ADDRESS:	
90135-CAS-XSUC-2011 WC CA		INSURER(S) AFFORDING COVERAGE HASC #	
INSURED DIGNITY HEALTH MEDICAL FOUNDATION C/O RISK SERVICES 186 BERRY STREET, SUITE 300 SAN FRANCISCO, CA 94107		INSURER A: Safety National Casualty Corp. 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** SEA-002140132-61 **REVISION NUMBER:** 1

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.

USER LTR	TYPE OF INSURANCE	ADDC/SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOG DUCT CTY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Adv. CR. PRV) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP. PROP. AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EACH OCCUR) \$ BODILY INJURY (PERSONAL) \$ BODILY INJURY (PER OCCUR) \$ PROPERTY DAMAGE (PER OCCUR) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE PED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIRED EXCLUDED? (Mandatory for WCB) <input type="checkbox"/> N <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS INDV		SP4010341 S.L.R. \$1,000,000	03/01/2012	03/01/2014	<table border="1"> <tr> <td>X (NO STATE-TOY LIMITS)</td> <td>OTH: 1.00</td> </tr> <tr> <td>E.I. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.I. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.I. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	X (NO STATE-TOY LIMITS)	OTH: 1.00	E.I. EACH ACCIDENT	\$ 1,000,000	E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
X (NO STATE-TOY LIMITS)	OTH: 1.00													
E.I. EACH ACCIDENT	\$ 1,000,000													
E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.I. DISEASE - POLICY LIMIT	\$ 1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THIS CERTIFICATE OF INSURANCE PROVIDES EVIDENCE OF COVERAGE AS RESPECTS WORK PERFORMED BY OR FOR CSM MEDICAL FOUNDATION IN CONNECTION WITH THE CONTRACT AGREEMENT.

CERTIFICATE HOLDER CITY OF SACRAMENTO C/O EBX BPO (FORMERLY PERICULUM SERVICES GROUP) REFERENCE NUMBER 106-2121461 P.O. BOX 251 PORTLAND, OR 97208-0251	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 of Marsh Risk & Insurance Services Myrna Lou
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