



**HUMAN RESOURCES
DEPARTMENT
REQUEST FOR PROPOSAL
TO PROVIDE
WORKERS' COMPENSATION CLAIMS
SERVICES**

RFP Issued	June 30, 2015
Questions Due	July 7, 2015 by 3:00 PM
Addendum Issued <i>(answering questions, if applicable)</i>	July 14, 2015
Proposal Due	August 14, 2015 by 5:00 PM Proposal Submittals To: City of Vallejo Human Resources, 1 st Floor 555 Santa Clara Street Vallejo, CA 94590 <i>(See detailed instructions in RFP)</i>

**NOTICE INVITING PROPOSALS
TO PROVIDE SERVICES**

SUBMISSION OF REQUEST FOR PROPOSALS

The City of Vallejo is requesting proposals from qualified Workers' Compensation Claims Services to provide services as described in the attached RFP.

If your firm is interested, please submit **Three (3)** copies of the proposal no later than 5:00 p.m., **August 14, 2015, to:**

City of Vallejo
Human Resources Department, 1st Floor
555 Santa Clara Street
Vallejo, CA 94590

All proposals must be submitted in sealed envelopes bearing on the outside the name of the firm, the firm's address, and the words "City of Vallejo Proposal for Workers' Compensation Claims Services". Proposals received after such time and date will not be accepted. Facsimile transmissions are specifically disallowed and will not constitute a valid submission. There will be no public opening of the proposals.

It is the responsibility of the bidder to inquire about and clarify any requirement of this RFP that is not understood. **Questions concerning the RFP must be submitted in writing no later than 3:00 p.m. Thursday, July 7, 2015.** Written questions or inquiries should be e-mailed to:

<p>Contact Person for this RFP: <u>Vicky Scopesi, Workers' Compensation</u> <u>Coordinator</u> E-mail: Vicky.Scopesi@cityofvallejo.net</p>
--

Upon delivery, each proposal will be subject to all applicable open records laws, including but not limited to the California Public Records Act. Information deemed proprietary should be clearly marked as such. Regardless, the City of Vallejo makes no assertions that it can or will hold such information in confidence. Firms submitting agree to hold the City of Vallejo harmless if such information is released, knowingly or not.

The City of Vallejo encourages the participation of small businesses and businesses owned by minorities and women.

Thank you for your interest.

Sincerely,

Vicky J. Scopesi
Workers' Compensation Coordinator

**CITY OF VALLEJO
REQUEST FOR PROPOSAL
FOR
WORKERS' COMPENSATION CLAIMS ADMINISTRATION SERVICES**

I. INTRODUCTION

A. General information

The City of Vallejo (City) is seeking competitive proposals for provision of third-party claims administrators (TPA) for the City's self-insured workers' compensation claims to include bill review, utilization review, and nurse case management services (collectively called "managed care services").

To be considered, three (3) copies of a proposal must be received by the Human Resources, City of Vallejo, 555 Santa Clara Street, Vallejo, CA 94590 on or before **5:00 p.m. August 14, 2015**. The City of Vallejo reserves the right to reject any or all proposals submitted.

All proposals must be submitted in sealed envelopes bearing on the outside the name of the firm, the firm's address, and the words "City of Vallejo Proposal to Provide Workers' Compensation Claims Services".

During the evaluation process, the City of Vallejo reserves the right, where it may serve the City of Vallejo's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Vallejo, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposed per claim hourly rate for each of the four managed care services shall be submitted in a separate, sealed envelope and will be opened by the City if the consultant is selected to proceed through the interview process.

The City of Vallejo also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Vallejo and the firm selected.

There is no expressed or implied obligation for the City of Vallejo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

It is anticipated the selection of a firm and award of contract be completed by **October 2, 2015**.

B. Term of Engagement

The City of Vallejo intends to enter into a three (3) year contract with an experienced firm to provide claims administration and managed care services for all new and existing self-funded workers' compensation claims beginning January 1, 2016. The contract may be renewed for an additional two year period if service and rates remain acceptable to the City. A 60-day cancellation clause will be included.

C. Background

1. Number of Employees and Departments Operated:

The City of Vallejo is located in southern Solano County in Northern California between Sacramento and San Francisco along Interstate 80. The City employs approximately 527 employees, all of which qualify for workers' compensation benefits.

Vallejo is a Charter City operating under the Council/Manager form of government. It has a population in excess of 117,000. The City provides a full range of municipal services including general government, community development, police and fire protection, public works, and housing. Sanitation and flood control, recreation & parks and library functions are **not** provided by the City.

2. PERS Membership:

Eligible employees are members of the Public Employees Retirement System.

3. 4850 Benefits and Other Special Leave Information:

The City's public safety personnel are governed by the salary continuation requirements of Labor Code 4850. Non-safety employees are supplemented with 90 work days of full salary of which leave benefits (sick leave, vacation) may be supplemented to temporary disability benefits to pay full salary. Employees remain on payroll and receive benefit payments via the bi-weekly payroll check.

4. Payroll information:

The City's budgeted payroll for the 2014-2015 fiscal year was approximately \$73,465,843 (including salaries & benefits).

5. Current Claims Administration:

The workers' compensation program is currently administered by York Risk Services Group, Inc., located in Stockton.

6. Claims Information:

See Exhibit A for claims history for fiscal years 07/01/12 – 06/30/14.

As of April 1, 2015, the City's workers' compensation caseload total consists of:
73 indemnity cases
12 medical only cases
115 future medical cases (21 are active)
200 total open claims

In 2011-2012, the City processed 2,436 medical bills.
In 2012-2013, the City processed 2,600 medical bills.
In 2013-2014, the City processed 3,116 medical bills.

7. Excess Coverage:

Local Area Workers' Compensation Excess Joint Powers Authority (LAWCX) provides the City's excess workers' compensation coverage. The City has a self-insurance retention of \$500,000 per incident.

8. Program Management:

The workers' compensation program is managed by the Employee Relations Manager, assisted by a Workers' Compensation Coordinator. All litigated claims and represented claimants are managed by the City Attorney's office. The Workers' Compensation Coordinator will handle the day to day operation of the program. The Workers' Compensation Division is located in the Human Resources Department.

II. SCOPE OF THE WORK TO BE PERFORMED AND STANDARDS TO BE FOLLOWED

A. Claims Administration

Promptly create a claims file within twenty-four (24) hours after receipt of the Employer's First Report of Injury from the City. Investigate Workers' Compensation claims and incidents which may be the subject of such claim against the City. Recommend acceptance/rejection of submitted claims.

1. Determine liability for claimed injuries and illnesses on a timely basis and in accordance with the California Labor Code.
2. Determine eligibility for and authorize payment of medical and indemnity benefits on a timely basis.
3. Review, compute, and, seek approval by the City to pay all informal ratings, findings and awards, and settlements.
4. Arrange for informal disability ratings whenever possible to avoid unnecessary litigation.
5. Pay any and all penalties due in accordance with the California Labor Code. Such penalties shall be paid by the claims administrator with liability for the action determined by the record unless such penalties were incurred as a result of the City's action or inaction.

6. Establish files containing medical and factual information on each reported claim, together with complete accounting records and maintain in accordance with statutory time requirements.
7. Prepare, file, and maintain all information and reports as required by the State of California, Department of Self-Insurance.
8. Provide the City with information and recommendations for implementation strategies for changes or proposed changes in statutes, rules and regulations affecting the City under the California Labor Code for workers' compensation.
9. Review the program's progress, including identification of problem areas and possible solutions.
10. Attend quarterly meetings required by the City relative to the workers' compensation program.
11. Arrange for and supervise all necessary investigations to determine eligibility for compensation benefits and liability of negligent third parties.
12. Establish procedures to support the payment of all benefits and allocated expenses together with appropriate documentation necessary to reconcile a trust fund checking account provided by the City.
13. Sponsor and pay for a membership in the nationwide Index System on the City's behalf; submit all claims to the Index System as regular practice;
14. Provide (at no cost to the City) informational pamphlets in appropriate languages to employees as required by the State of California relative to their workers' compensation benefits.
15. Refer litigated cases to attorneys approved by the City Attorney's Office for the purpose of defending the City's interest before the Workers' Compensation Appeals Board and courts of law.
Attend, where indicated, trials, hearings, arbitrations, rehabilitation hearings and any and all legal proceedings.
16. Produce computer generated reports as specified by the City.
17. Coordinate Medicare and Medicaid set aside agreements in compliance with Section 111 of the MMSEA including required reporting.
18. Comply with the CSAC-EIA claims administration guidelines, amended October 4, 2013.

Bill Review

1. Review all bills in a timely manner for compliance with applicable fee schedules and reduce accordingly, including those that fall outside of a fee schedule or PPO network.
2. Identify and reduce all duplicate billings.
3. Deny charges for all items not required for injury described.
4. Identify all unauthorized charges to insure billing does not exceed parameters of injured workers' treatment plan.
5. Maintain contracts with effective PPO organizations (including pharmacies), that include providers in the City of Vallejo area.
6. Provide reports on a monthly and annual basis outlining bill review activity, savings and costs. Provide ad hoc reports as requested.
7. Provide a computer system that interfaces with both the City's workers' compensation TPA and utilization review provider.
8. Handle all provider inquiries regarding bill reductions.

Utilization Review

1. Approve or disallow service requests within the applicable time standards and provide medical advice as warranted.
2. Provide timely reports to the City outlining utilization review requests, approvals, denials and costs/savings.
3. Recommend panels of medical professionals, specialists, and treatment facilities to which injured employees should be referred for long-term or specialized treatment.
4. Provide medical management of all cases to assure cost-effective and appropriate treatment, including assurance that treatment is related to the compensable injury or illness.
5. Arrange for medical/legal opinions in disputed cases, conferring with medical examiners, professional personnel, the City and legal counsel where indicated.
6. Provide a computer system that interfaces with the selected TPA and bill review service provider.

Nurse Case Management

1. Provide telephonic and field case management nurses.
2. Maintain close liaison with selected doctors and ensure maximum efficiency in the management of claims by practicing proactive case management and aggressive return-to-duty when clinically feasible.

A. Proposal Content

Applicants will submit a proposal for the four components outlined in this section. Some of the written requirements are common to the four components; however, each section must have its own response for each component. When bidding, each section must be clearly separated by tabs.

Claims Administration

- A. Firm's Qualifications: Describe the firm and provide a statement of qualifications for performing the requested scope of work as outlined in Scope of Work - Claims Administration Services. Identify the firm's primary service office for the City's account. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.
- B. Service Team Qualifications: Provide an organizational chart outlining the proposed service team including names, titles, and length of service in your organization. For each proposed team member, provide a summary of qualifications including claims handling experience, indemnity case load, experience working with public entity self-insured entities, education, and any professional designations and awards. Include full resumes for each member of your proposed service team.

The City maintains the right to interview and review evidence of work experience of all personnel to be assigned to its account and to approve such personnel. The City shall have a right to request a change of designated account staff. The claims supervisor and senior claims examiner shall possess a self-insured certification. A minimum of 5 years' experience shall be required of the claims supervisor, senior claims examiner, and claims examiner. The individuals identified are necessary for successful prosecution of the services

and there shall be no change in the personnel without written approval of the City's Human Resources Director

- C. Claims Administrative Services: Describe your firm's claims administration policies, procedures, and best practices that ensure superior service to City employees while maintaining economic and administrative control over claims costs. Discuss your claims reserving philosophy and indicate the maximum number of indemnity files handled by your proposed claims examiners.
- D. Ancillary Services: Identify any company-owned and affiliated ancillary services to include, but not limited to, bill review, utilization review, and nurse case management. Provide a description of each ancillary service including an organizational chart, physical location, description of where the work is being conducted, management structure, and number of employees. List all outside vendors you currently work with including the services they provide. If such services were awarded to one or more vendors not owned by or affiliated with your company, describe how your firm would work with such outside providers to ensure effective and efficient service to the City. Include any limitations you may have in working with outside vendors.
- E. Claims Management System: Describe in detail how your computer system is utilized to provide workers' compensation services. Discuss the capabilities of the system including whether the system tracks lost time, temporary modified duty and temporary partial disability. Provide samples of standard and customized computer-generated reports you prepare for your clients (Note: limit 1 - 2 pages per sample).
- F. SAS 70 Audit Compliance: Indicate your firm's compliance with SAS70 annual audit compliance reporting and indicate the date of the most recent completed audit report.
- G. Client References: Provide a list of five (5) clients (including full contact information) from which similar types of claims-related services are provided by your proposed service team office. Include the length of your contract with each client including the approximate number of indemnity claims annually. The City will contact these references to discuss the bidder's performance.

Bill Review

- A. Firm's Qualifications: Describe the firm and provide a brief statement of qualifications in providing bill review services. Describe your experience doing business with self-insured public entities in California. Discuss what distinguishes your company from other bill review providers. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.
- B. Service Team Qualifications: Provide a brief summary of the qualifications and experience of each proposed team member, including their length of service with your firm and their resume. Provide an organization chart representing your staff and identify any sub-consultants you plan to utilize to supplement your proposed staff.
- C. Services: Describe your bill review services, features of your system, unique capabilities, and ability to customize the delivery of your services. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and number of employees.

- D. Client References: Provide three (3) client references for your firm for which you provide bill review services including full contact information.

Utilization Review

- A. Firm's Qualifications: Describe the firm and provide a brief statement of qualifications in providing utilization review services. Describe your experience doing business with self-insured public entities in California. Discuss what distinguishes your company from other utilization review providers. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.
- B. Service Team Qualifications: Provide a brief summary of the qualifications and experience of each proposed team member, including their length of service with your firm and their resume. Provide an organization chart representing your staff and identify and sub-consultants you plan to utilize to supplement your proposed staff.
- C. Services: Describe your utilization review services including standards and guidelines you use to review treatment requests. Describe any unique capabilities or approaches your firm has for reviewing medical treatment requests. Discuss any methods you employ to help clients reduce utilization review costs. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and number of employees.
- D. Client References: Provide three (3) references for your firm for which you provide utilization review services including full contact information.

Nurse Case Management Services

- A. Firm's Qualifications: Describe the firm and provide a brief statement of qualifications in providing nurse case management services. Describe your experience providing telephonic and field case management in California. Indicate the office location nurses would be working from. Discuss what distinguishes your company from other nurse case management providers. Provide a company-wide organizational chart with reference to the proposed service office and proposed service team.
- B. Service Team Qualifications: Provide a brief summary of the qualifications and experience of each proposed team member, including their length of service with your firm, whether they are licensed RNs, and their resume.
- C. Services: Describe your nurse case management services including guidelines and expectations regarding your nurse case management program. Describe any unique capabilities or approaches your firm has in providing nurse case management services. Provide an organizational chart, physical location, description of where the work is being conducted, management structure, and number of employees.
- D. Client References: Provide three (3) references for which your firm provides nurse case management services including full contact information.

The proposal shall also include the following information:

1. Proposer's complete name, business address, and telephone number and the name, mailing address, and telephone number of person the City should contact regarding the proposal, as well as the location of claims offices and adjusters office(s) where work will be carried out (in addition to the site work).
2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. A complete disclosure of any prior or ongoing incidents in which it is alleged that proposer has defaulted or failed to perform which has led the other party to terminate its contract. Identify the parties involved and the circumstances of the default or termination. Also describe any civil or criminal litigation or investigation pending which involves proposer or in which proposer has been judged guilty or liable.
4. A list of any sub consultants to be utilized on the project, including a description of how each sub consultant will be utilized.
5. The signature(s) of the company officer(s) empowered to bind the firm, with the title of each (e.g., president, general partner).
6. A cost proposal which shall be submitted in a separate, sealed envelope and opened by the City if the consultant is selected to negotiate an agreement with the City. Proposed costs for each component should be as specified below.
 - a. Claims Administration: Flat annual fee for service
 - b. Bill Review: Flat fee per bill
 - c. Utilization Review: Flat fee for UR provided by doctor, flat fee for UR provided by nurse
 - d. Nurse Case Management: Hourly fee for telephonic case management, hourly fee for field case management

B. Evaluation of Proposals

Proposals will be evaluated by a committee of City employees. Points will be assigned based on the Proposer's effectiveness and efficiency in supporting each item being rated.

<u>Criteria</u>	<u>Possible Points</u>
1. Adherence to the requirements of this Request for Proposals	10
2. Depth of proposer's experience with services outlined in this RFP, as well as depth of experience of proposer's service team.	30
3. Proposer's approach to providing services outlined in this RFP.	30
4. Proposer's use of technology in providing service, maintaining data, and reporting.	10
5. Cost	20
	100
Total Possible Points	100

After City's evaluation committee reviews all submitted written proposals, the top ranked consultant teams will be invited for presentations and interviews. The evaluation committee will rank the interviewed consultants, and the most qualified consultant team will be identified, and contract negotiations will commence. If negotiations with the selected consultant are not successful, in consideration of either the scope or cost, the second ranked team will be invited to negotiate, and so on.

C. Contract and other Required Documents

Within ten calendar days of the date of issuance by the Human Resources Department of the Notice of Award, the selected consultant shall submit the following documents to the Human Resources Department:

1. A Consultant Services Agreement executed in duplicate by the selected consultant. (A sample agreement (Attachment A) is attached to this Request for Proposals, and its terms and conditions are incorporated by reference).
2. Evidence of the required insurance coverage.
3. A Vallejo business license application and fee if consultant does not already possess such license.
4. A completed Internal Revenue Form W-9. Failure of the selected consultant to make a timely submission to the Human Resources Department may result in a rescission of acceptance of the proposal by the City and in award of contract to another proposer.

D. Disclaimers

This Request for Proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request.

The City reserves the right to accept or reject any or all proposals received, to negotiate with qualified proposers or to cancel the Request.

The City may require proposer to submit additional data or information the City deems necessary to substantiate the costs presented by the proposer. The City may also require proposer to revise one or more elements of its proposal in accordance with contract negotiations.

The City reserves the right to evaluate proposals for a period of sixty days before deciding which proposal, if any, to accept.

Liabilities By Reporting Location

Report Location Number: 7163-06-132 Identification of Location: York Insurance Services Group, Inc.-California - Stockton Certificate Holder: City of Vallejo

CASES AND BENEFITS (to the nearest dollar)				From Date- 07/01/2012	To Date- 06/30/2013		
Date	#	Incurred Liability		Paid To Date		Future Liability	
		Indemnity	Medical	Indemnity	Medical	Indemnity	Medical
1) Cases open as of 06/30/2013 reported prior to 2008/2009	72	3,789,767	6,910,903	2,478,968	4,324,869	1,310,799	2,586,034
2) Open and Closed Cases							
A) All Cases reported in 2008/2009	125	739,964	1,174,342	721,279	673,115	18,685	501,227
2008/2009 Cases open	17	442,618	945,929	423,933	444,702	18,685	501,227
B) All Cases reported in 2009/2010	88	860,700	711,751	753,166	444,044	107,534	267,707
2009/2010 Cases open	15	711,932	584,896	604,398	317,189	107,534	267,707
C) All Cases reported in 2010/2011	92	582,706	726,553	457,054	322,056	125,652	404,497
2010/2011 Cases open	11	467,053	572,752	341,401	168,255	125,652	404,497
D) All Cases reported in 2011/2012	77	1,125,520	742,566	795,516	317,537	330,004	425,029
2011/2012 Cases open	22	705,667	672,573	375,663	247,544	330,004	425,029
E) All Cases reported in 2012/2013	82	591,779	616,836	231,224	153,049	360,555	463,787
2012/2013 Cases open	52	565,426	580,813	204,871	117,026	360,555	463,787

	\$ Indemnity	\$ Medical
SUBTOTAL	2,253,229	4,648,281
3) Estimate Future Liability (Indemnity Plus Medical) → TOTAL	6,901,510	
	\$ Indemnity	\$ Medical
4) Total Benefits Paid During 2012/2013 (Including all case expenditures) →	1,073,592	798,131
5) Number of MEDICAL-ONLY Cases Reported in 2012/2013 →	35	
6) Number of INDEMNITY Cases Reported in 2012/2013 →	47	
7) Total of 5 and 6 (Also entered in 2E above) →	82	
8) Total Number of open Indemnity Cases (All Years) →	172	
9) Number of Fatality Cases Reported In 2012/2013 →	0	
10) (a) Number of FY 2013 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2013 →	6	
10) (b) Number of non-FY 2013 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2013 →	16	
11) Attach a List of ALL Open Indemnity Claims (by reporting location and by year) reported and with claims (in alphabetical order) →	CAOpenIndemList without 4850 - 3669.pdf	

TPA:-

Liabilities By Reporting Location

EXHIBIT A

Report Location Number: 7163-06-132 Identification of Location: York Insurance Services Group, Inc.-California - Stockton Certificate Holder: City of Vallejo

CASES AND BENEFITS (to the nearest dollar)				From Date- <u>07/01/2013</u>		To Date- <u>06/30/2014</u>	
Date	#	Incurred Liability		Paid To Date		Future Liability	
		Indemnity	Medical	Indemnity	Medical	Indemnity	Medical
1) Cases open as of 06/30/2014 reported prior to 2009/2010	<u>88</u>	<u>6,194,679</u>	<u>7,996,351</u>	<u>4,986,750</u>	<u>4,984,739</u>	<u>1,207,929</u>	<u>3,011,612</u>
2) Open and Closed Cases							
A) All Cases reported in 2009/2010	<u>88</u>	<u>1,206,456</u>	<u>725,078</u>	<u>1,098,461</u>	<u>484,801</u>	<u>107,995</u>	<u>240,277</u>
2009/2010 Cases open	<u>12</u>	<u>707,047</u>	<u>560,033</u>	<u>599,052</u>	<u>319,756</u>	<u>107,995</u>	<u>240,277</u>
B) All Cases reported in 2010/2011	<u>92</u>	<u>692,649</u>	<u>722,993</u>	<u>594,726</u>	<u>329,447</u>	<u>97,923</u>	<u>393,546</u>
2010/2011 Cases open	<u>10</u>	<u>413,319</u>	<u>550,796</u>	<u>315,396</u>	<u>157,250</u>	<u>97,923</u>	<u>393,546</u>
C) All Cases reported in 2011/2012	<u>78</u>	<u>1,652,057</u>	<u>996,369</u>	<u>1,344,262</u>	<u>406,253</u>	<u>307,795</u>	<u>590,116</u>
2011/2012 Cases open	<u>23</u>	<u>1,196,845</u>	<u>923,952</u>	<u>889,050</u>	<u>333,836</u>	<u>307,795</u>	<u>590,116</u>
D) All Cases reported in 2012/2013	<u>87</u>	<u>1,659,146</u>	<u>1,371,202</u>	<u>1,028,561</u>	<u>363,995</u>	<u>630,585</u>	<u>1,007,207</u>
2012/2013 Cases open	<u>39</u>	<u>1,592,755</u>	<u>1,323,888</u>	<u>962,170</u>	<u>316,681</u>	<u>630,585</u>	<u>1,007,207</u>
E) All Cases reported in 2013/2014	<u>101</u>	<u>402,693</u>	<u>370,625</u>	<u>210,905</u>	<u>90,949</u>	<u>191,788</u>	<u>279,676</u>
2013/2014 Cases open	<u>42</u>	<u>317,284</u>	<u>338,662</u>	<u>125,496</u>	<u>58,986</u>	<u>191,788</u>	<u>279,676</u>

						\$ Indemnity	\$ Medical
						<u>2,544,015</u>	<u>5,522,434</u>

3) Estimate Future Liability (Indemnity Plus Medical) → TOTAL 8,066,449

						\$ Indemnity	\$ Medical
						<u>805,332</u>	<u>769,513</u>

4) Total Benefits Paid During 2013/2014 (Including all case expenditures) The indemnity amount is for all employees including any LC § 4800/4850 amounts reported on line 12. Amounts reported on line 11 should not be included. → 805,332 769,513

5) Number of MEDICAL-ONLY Cases Reported in 2013/2014 → 45

6) Number of INDEMNITY Cases Reported in 2013/2014 → 56

7) Total of 5 and 6 (Also entered in 2E above) → 101

8) Total Number of open Indemnity Cases (All Years) → 197

9) Number of Fatality Cases Reported In 2013/2014 → 0

10) (a) Number of FY 2014 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2014 → 6

10) (b) Number of non-FY 2014 claims for which the employer or administrator was notified of representation by an attorney or legal representative in 2014 → 8

11) Insert the full amount of any vocational rehabilitation maintenance or salary continuance payments made pursuant to LC § 4800/4850 (this amount should not include any 'capped' benefit amounts reported below on line 12). → 408169

12) Insert the LC § 4800/4850 benefits amount paid if the benefits paid were capped at the applicable temporary disability rate. → 280042

* Attach a List of ALL Open Indemnity Claims (by reporting location and by year) reported and with claims (in alphabetical order) → 7163-06-132-2014.pdf

ATTACHMENT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of _____, 2015, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Consultant", who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. License, Permit, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform

all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel

according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect for a period of three (3) years until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, for an additional period of two (2) years under the same terms and conditions.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this

Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: [insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, 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. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

DRAFTING NOTE: IF IT IS ESSENTIAL THAT THE AGREEMENT WE SIGNED ASAP, THEN INSERT THE FOLLOWING:

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT CONSULTANT NAME]
[INSERT TYPE OF ENTITY]

CITY OF VALLEJO,
a municipal corporation

By: _____
[insert name]
[insert title]

By: _____
Daniel E. Keen
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

(City Seal)

ATTEST:

By: _____
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

Janet Thiessen
Interim Human Resources Director

APPROVED AS TO FORM
AND INSURANCE

Claudia Quintana
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Janet Thiessen
Interim Human Resources Director
Human Resources Department
555 Santa Clara Street
Vallejo, CA 94590
Direct: 707-648-4106
Fax: 707-648-5292

The Consultant's Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided.

DRAFTING NOTE: INSERT THE SCOPE OF SERVICES OR DESCRIPTION OF WORK THAT THE CONSULTANT WILL BE PERFORMING. MAKE SURE TO DETAIL ALL THE SERVICES TO BE PROVIDED AND DEFINE ANY TERMS WHICH ARE ESSENTIAL TO THE PERFORMANCE OBLIGATIONS OF THE CONSULTANT. IF THE SCOPE OF SERVICES IS GOING TO BE A COPY OF CONSULTANT'S PROPOSAL OR A SCOPE OF WORK PREPARED BY THE CONSULTANT, THEN LABEL THE DOCUMENT "ATTACHMENT 1 TO EXHIBIT A" AND INSERT THE FOLLOWING HERE:

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

DRAFTING NOTE: ATTACHMENT 1 OF EXHIBIT A SHOULD BE LABELED IN THE UPPER RIGHT HAND CORNER OF THE DOCUMENT AND SHOULD BE INSERTED BETWEEN EXHIBIT A AND EXHIBIT B. IF THERE WILL BE NO ATTACHMENT, THEN THE ABOVE LANGUAGE SHOULD BE DELETED.

3. Time for Performance. DRAFTING NOTE: IF THERE IS A PERFORMANCE SCHEDULE THEN USE THIS SECTION. OTHERWISE DELETE FROM AGREEMENT. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

DRAFTING NOTE: IF THE SCHEDULE IS GOING TO BE A COPY OF A SECTION OF THE CONSULTANT'S PROPOSAL, THEN USE THE FOLLOWING LANGUAGE.

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by [insert date].

DRAFTING NOTE: LABEL THE DOCUMENT "ATTACHMENT 1 OR 2, AS APPROPRIATE, TO EXHIBIT A."

4. Key Personnel. DRAFTING NOTE: IF YOU WANT TO ASSURE THAT ONLY CERTAIN OF THE CONSULTANTS EMPLOYEES ARE TO WORK ON THIS PROJECT, THEN YOU SHOULD INCLUDE THIS SECTION. IF NOT THEN DELETE FROM THE AGREEMENT. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOEES NAMES]

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., \$2,550.13].

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Appropriate Billable Hourly Rates for Services and Additional Services.

Consultant's billable hourly rates shall be:

DRAFTING NOTE: INSERT TITLE AND HOURLY RATE FOR ALL OF THE CONSULTANT EMPLOYEES THAT WILL BE PROVIDING SERVICES UNDER THIS AGREEMENT

DRAFTING NOTE: IF THE HOURLY RATE SCHEDULE IS GOING TO BE A COPY OF A SECTION OF THE CONSULTANT'S PROPOSAL, THEN USE THE FOLLOWING LANGUAGE.

Consultant's billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

ATTACHMENT 1 OF EXHIBIT B SHOULD BE LABELED IN THE UPPER RIGHT HAND CORNER OF THE DOCUMENT AND SHOULD BE INSERTED BETWEEN EXHIBIT B AND EXHIBIT C. IF THERE WILL BE NO ATTACHMENT, THEN THE ABOVE LANGUAGE SHOULD BE DELETED.

2. Consultant's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

3. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant 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 Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

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

D. Request for payment shall be sent to:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590

4. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional

Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

5. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per

accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

C. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant'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.

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

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

G. Subcontractors

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

H. Payment Withhold

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.