

PROFESSIONAL SERVICES AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT is entered into between the CITY OF STOCKTON, a municipal corporation ("CITY"), and Alshifa Medical Group, Inc, whose address is 10200 Trinity Parkway Suite #2064, Stockton, CA 95219, and telephone number is (209) 233-3004, ("OCCUPATIONAL HEALTH PROVIDER").

RECITALS

A. OCCUPATIONAL HEALTH PROVIDER is qualified to and experienced in providing medical services for the purposes specified in this Agreement.

B. CITY finds it necessary and advisable to use the services of the OCCUPATIONAL HEALTH PROVIDER for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, CITY and OCCUPATIONAL HEALTH PROVIDER agree as follows:

1. **Occupational Health Provider's Services.** Subject to the terms and conditions set forth in this Agreement, OCCUPATIONAL HEALTH PROVIDER shall provide to CITY the services described in Exhibit A. OCCUPATIONAL HEALTH PROVIDER shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** OCCUPATIONAL HEALTH PROVIDER shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

3. **Term.** This Agreement shall commence on December 16, 2015 and shall expire on December 15, 2018 with the option for two one-year renewal periods. The CITY maintains the right to terminate the contract at any time with no financial penalty provided that it gives 60 days advanced written notification to OCCUPATIONAL HEALTH PROVIDER.

4. **Compensation.** CITY shall pay OCCUPATIONAL HEALTH PROVIDER for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of OCCUPATIONAL HEALTH PROVIDER'S invoice.

a. Invoices submitted by OCCUPATIONAL HEALTH PROVIDER to CITY must contain a brief description of work performed, time used and CITY reference number. Payment shall be made within thirty (30) days of receipt of OCCUPATIONAL HEALTH PROVIDER'S invoice and approved by CITY.

b. Upon completion of work and acceptance by CITY, OCCUPATIONAL HEALTH PROVIDER shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. The CITY shall have no obligation or liability to pay any invoice for work performed which the OCCUPATIONAL HEALTH PROVIDER fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after the work is accepted by the CITY.

5. **Sufficiency of Occupational Health Provider's Work.** All reports, drawings, designs, plan review comments and work product of OCCUPATIONAL HEALTH PROVIDER shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by OCCUPATIONAL HEALTH PROVIDER in the performance of this Agreement shall become the property of the CITY. Any and all copyrightable subject matter in all materials is hereby assigned to the CITY and the OCCUPATIONAL HEALTH PROVIDER agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the CITY upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the CITY, the OCCUPATIONAL HEALTH PROVIDER shall replace them at its own expense. OCCUPATIONAL HEALTH PROVIDER shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the CITY provides prior written consent.

7. **Changes.** CITY may request changes in the scope of services to be provided by OCCUPATIONAL HEALTH PROVIDER. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Occupational Health Provider's Status.** In performing the obligations set forth in this Agreement, OCCUPATIONAL HEALTH PROVIDER shall have the status of an independent contractor and OCCUPATIONAL HEALTH PROVIDER shall not be considered to be an employee of the CITY for any purpose. All persons working for or under the direction of OCCUPATIONAL HEALTH PROVIDER are its agents and employees and are not agents or employees of CITY.

9. **Termination for Convenience of City.** The CITY may terminate this Agreement at any time provided that CITY provides 60 days written notice by mail to OCCUPATIONAL HEALTH PROVIDER. The Agreement shall then be deemed terminated, and no further work shall be performed by OCCUPATIONAL HEALTH PROVIDER. If the Agreement is so terminated, the

OCCUPATIONAL HEALTH PROVIDER shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The OCCUPATIONAL HEALTH PROVIDER shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. OCCUPATIONAL HEALTH PROVIDER shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** With the exception that this section shall in no event be construed to require indemnification by OCCUPATIONAL HEALTH PROVIDER to a greater extent than permitted under the public policy of the State of California, OCCUPATIONAL HEALTH PROVIDER shall, indemnify, protect, defend with counsel approved by CITY and at OCCUPATIONAL HEALTH PROVIDER'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and OCCUPATIONAL HEALTH PROVIDER fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or CITY Policy, by OCCUPATIONAL HEALTH PROVIDER or OCCUPATIONAL HEALTH PROVIDER'S officers, agents, employees, volunteers or subcontractors. OCCUPATIONAL HEALTH PROVIDER shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of OCCUPATIONAL HEALTH PROVIDER to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by OCCUPATIONAL HEALTH PROVIDER under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification, including the duty to defend, by OCCUPATIONAL HEALTH PROVIDER to a greater extent than permitted under the public policy of the State of California, the parties agree that OCCUPATIONAL HEALTH PROVIDER'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by OCCUPATIONAL HEALTH PROVIDER or OCCUPATIONAL HEALTH PROVIDER'S officers, agents, employees, volunteers or subcontractors. OCCUPATIONAL HEALTH PROVIDER'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. OCCUPATIONAL HEALTH PROVIDER shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert OCCUPATIONAL HEALTH PROVIDER and witness fees and

costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse OCCUPATIONAL HEALTH PROVIDER for amounts paid in excess of OCCUPATIONAL HEALTH PROVIDER'S proportionate share of responsibility for the damages within 30 days after OCCUPATIONAL HEALTH PROVIDER provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures OCCUPATIONAL HEALTH PROVIDER is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by OCCUPATIONAL HEALTH PROVIDER to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, OCCUPATIONAL HEALTH PROVIDER shall indemnify, defend, and hold harmless CITY its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of OCCUPATIONAL HEALTH PROVIDER, regardless of whether such claim may be covered by any applicable workers compensation insurance. OCCUPATIONAL HEALTH PROVIDER'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the OCCUPATIONAL HEALTH PROVIDER under workers' compensation acts, disability acts, or other employee benefit acts.

12. **Insurance.** During the term of this Agreement, OCCUPATIONAL HEALTH PROVIDER shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To OCCUPATIONAL HEALTH PROVIDER:	To CITY:
Alshifa Medical Group	City Manager
10200 Trinity Parkway	City of Stockton
Suite 2064	425 N. El Dorado Street
Stockton, CA 95219	Stockton, CA 95202

14. **Conformance to Applicable Laws.** OCCUPATIONAL HEALTH PROVIDER shall comply with all applicable Federal, State, and Municipal laws, rules, ordinances, and CITY Policies. OCCUPATIONAL HEALTH PROVIDER shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including, without limitation, race, color, national origin, ancestry, sex or religion of such person.

OCCUPATIONAL HEALTH PROVIDER shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to CITY'S contractors, in its performance pursuant to this Agreement OCCUPATIONAL HEALTH PROVIDER will also ensure compliance of these same laws and policies by any of its subcontractors. Any agent or representative of OCCUPATIONAL HEALTH PROVIDER who fails to comply with an applicable law, rule, regulation, ordinance or CITY policy shall, at the request of CITY, be removed from any work pursuant to this Agreement.

15. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the OCCUPATIONAL HEALTH PROVIDER's engaging in any operation or activity set forth in this Agreement, OCCUPATIONAL HEALTH PROVIDER shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. OCCUPATIONAL HEALTH PROVIDER represents that its work will not unlawfully infringe any other copyrighted work and will defend and indemnify the CITY under Paragraph 11 of this Agreement for any claims of breach of copyright arising from or related to OCCUPATIONAL HEALTH PROVIDER'S work. OCCUPATIONAL HEALTH PROVIDER covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** OCCUPATIONAL HEALTH PROVIDER shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the CITY to inspect and audit.

17. **Confidentiality.** OCCUPATIONAL HEALTH PROVIDER shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY reports, information or conclusions.

18. **Conflicts of Interest.** OCCUPATIONAL HEALTH PROVIDER covenants that other than this Agreement, OCCUPATIONAL HEALTH PROVIDER has no financial interest with any official, employee or other representative of the CITY. OCCUPATIONAL HEALTH PROVIDER and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of OCCUPATIONAL HEALTH PROVIDER'S services under this Agreement. If such an interest arises, OCCUPATIONAL HEALTH PROVIDER will immediately notify the CITY.

19. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

20. **No Personal Liability.** No official or employee of CITY shall be

personally liable to OCCUPATIONAL HEALTH PROVIDER in the event of any default or breach by the CITY or for any amount due OCCUPATIONAL HEALTH PROVIDER.

21. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

22. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

23. **Relationship Between/Among the Parties.** The parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between CITY and OCCUPATIONAL HEALTH PROVIDER.

24. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

25. **Waiver.** The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement. In the event either CITY or OCCUPATIONAL HEALTH PROVIDER at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

26. **Construction.** Each of the parties has had the opportunity to be advised by counsel with regarding to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

27. **Entire Agreement.** The Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral, except those executed concurrently with this Agreement. Concurrent execution is defined as execution within three business days. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed and/or referred to herein. All exhibits to this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement.

28. **Amendment or Modification.** This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.

29. **Authority of Signatories.** The individuals executing this Agreement represent and warrant they have the authority to sign on behalf of their respective parties.

30. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

31. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[illegible]

32. **Further Assurances.** The parties hereto agree to take such actions and execute such additional documents as a reasonably necessary to carry out the provisions of this Agreement.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON

**OCCUPATIONAL HEALTH PROVIDER
ALSHIFA MEDICAL GROUP, INC.**

KURT O. WILSON
CITY MANAGER

By: _____

Signature

Michael Ali MD

Print name

Title: _____

MD

ATTEST:

BONNIE L. PAIGE
CITY CLERK

APPROVED AS TO FORM:

JOHN M. LUEBBERKE
CITY ATTORNEY

Attachments:

Exhibit A – Alshifa Medical Group, Inc. Scope of Services & Compensation

Exhibit B – Insurance Requirements

Exhibit A
Alshifa Medical Group, Inc. Scope of Services

OCCUPATIONAL HEALTH PROVIDER will, under the supervision of its on-site board-certified, licensed physician, provide:

1. Pre-employment physical which vary in scope depending on job classification.
2. Fitness for duty evaluations and reports.
3. Department of Transportation (DOT) required physicals for California driver's license.
4. Annual Fire Department wellness physical exams.
5. Drug and alcohol screenings.
6. DOT random drug testing. City of Stockton on-site testing required.
7. Bomb Squad physicals.
8. Expert witness testimony before commission or court concerning a medical decision.
9. Hepatitis, TB, OPIM, ADT, and other blood born pathogen pre-exposure services and testing with required documentation/reports.
10. Other annual physicals as required.
11. California Occupational Safety and Health Administration mandated physical examinations as may be required.
12. Injections and Immunizations, including on-site flu shots.
13. Participation in the City's Health & Safety Fair.
14. Ergonomic evaluations on an as needed basis.
15. Other industrial medical services, as the need arises.

Compensation

Service	Fees: 12/16/2015 – 12/15/2018
Clinical Evaluation	
Pre-Employment – Review and Summary	\$25/each
Medical Evaluation – Limited	\$60/each
Medical Evaluation – Intermediate	\$75/each
Medical Evaluation – Extended (Specified)	\$100/each
Hazmat Exam	\$75/each
Medical Evaluation – Extended (Unspecified)	\$100 - \$200/each
Fitness for Duty	\$150/each
Fitness for Duty (complex)	\$250/each
Expert Witness Testimony	\$250/per hour
Facility Fee	\$0
Respirator Clearance – Exam	\$25/each
Respirator Clearance – Questionnaire Review	\$10/each
Fit-For-Duty/Return-to-Work (Nurse Practitioner)	\$75/each
Fit-For-Duty/Return-to-Work (Physician)	\$150/each

Pelvic Exam	\$100/each
Review of Results (Minor)	\$10/each
Review of Results (Complex)	\$25 - \$50/each
On-site Ergonomic Evaluation	\$200/each
Drug and Alcohol Testing	
UDS Collection	\$20/each
Hair Collection	\$25/each
UDS Lab – DOT	\$14/each
UDS Lab – Non-DOT 5	\$14/each
UDS Lab – Non-DOT Exp Opiates	\$20/each
MRO Review	\$10/each
MRO Review (non-DOT Positive)	\$50/each
EBT	\$20/each
UDS Lab – Non-DOT 10	\$15/each
Rapid Drug Test – 6 Panel	\$20/each
Rapid Drug Test – 10 Panel	\$25/each
Monoacetylmorphine (6-MAM)	\$30/each
Methamphetamine Isomers	\$50/each
UDS Split Specimen Testing	\$140/per analyte
Procedures	
Audiometry (Air Conduction)	\$25/each
Hearing in Noise Test (HINT)	\$200/each
Pulmonary Function Test/Spirometry	\$25/each
EKG Test	\$60/each
EKG Test with Cardiologist	\$75/each
Stress EKG Test	N/A
Stress EKG Test with Cardiologist	\$250/each
Musculoskeletal Evaluation	\$70/each
Skinfold Measurement/Waist Circumference	\$15/each
Radiology	
CXR (1 view)	\$40/each
CXR (2 view)	\$60/each
L/S Spine (2 view)	\$75/each
L/S Spine (3 view)	\$90/each
Laboratory Tests	
Specimen Handling/Blood Draw	\$15/each
Blood Type (ABO)	\$20/each
CBC	\$10/each
Comprehensive Metabolic Panel	\$15/each
Glucose	\$10/each
Lipid Panel	\$15/each

PSA	\$20/each
UA Microscopic	\$5/each
Hemocult (stool guiac)	\$10/each
Fecal Occult Blood	\$10/each
Hemoglobin A1c	\$15/each
Heavy Metal Screening	\$75/each
Hepatitis A – Antibody Titer	\$15/each
Hepatitis B – Antibody (HBsAb)	\$15/each
Hepatitis B – Antigen (HBsAg)	\$15/each
Hepatitis C – Antibody Titer	\$15/each
Hepatitis C – RNA PCR	\$130/each
Anti-HIV-1 Antibody Titer	\$20/each
Counseling & Follow-Up	\$60/each
Toxicology	
Cholinesterase (RBC & Plasma)	\$25/each
Injections/Immunizations	
Injection Fee	\$10/each
Tetanus-Diphtheria (Td)	\$25/each
Tet-Dip-Acellular Pertussis (Tdap)	\$40/each
Hepatitis A Vaccine	\$75/per dose
Hepatitis B Vaccine	\$50/per dose
Varicella Vaccine	\$110/each
Mumps, Measles, Rubella (MMR) Vaccine	\$60/each
Influenza Vaccine	\$20/each
TB Skin Test (PPD)	\$15/each
TB Skin Test Application	N/A
TB Skin Test Reading	N/A
Quantiferon TB Gold	\$75/each

Exhibit B
Insurance Requirements for Professional Services

Occupational Health Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Occupational Health Provider, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Occupational Health Provider has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if Occupational Health Provider provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Occupational Health Provider's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000 aggregate**. (If Claims-made, see below.)

If the Occupational Health Provider maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the Occupational Health Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Occupational Health Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the

form of an endorsement to the Occupational Health Provider's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Occupational Health Provider's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Occupational Health Provider's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Occupational Health Provider's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Occupational Health Provider hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Occupational Health Provider may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Occupational Health Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Occupational Health Provider to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Occupational Health Provider shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to

be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Occupational Health Provider's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Occupational Health Provider shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037
City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Occupational Health Provider fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Sub-Contractors

Occupational Health Provider shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Occupational Health Provider shall ensure that City of Stockton is an additional insured on insurance required from sub-contractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.