

**CITY OF RICHMOND
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
PR No: Vendor No:	P.O./Contract No:
Description of Services:	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City of Richmond (herein referred to as the "City") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

A California [☐] corporation, [☐] limited liability corporation [☐] general partnership, [☐] limited partnership, [☐] individual, [☐] non-profit corporation, [☐] individual dba as [specify:] _____, [☐] other [specify:] _____

2. Term. The effective date of this Contract is _____ and it terminates _____ unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ _____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the City Council or City Manager.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City's Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. (Note: other than Public Works contracts, the City will agree to Special Conditions only in unusual circumstances.)
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

CITY OF RICHMOND
a municipal corporation

CONTRACTOR:

By: _____

(* The Corporation Chairperson of the Board,
President or Vice President should sign below)

Title: _____

By: _____

I hereby certify that this Contract
has been approved by City Council.

Title: _____

Date Signed: _____

By: _____
City Clerk

(* The Corporation Chief Financial Officer,
Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: _____
City Attorney

Title: _____

Date Signed: _____

(NOTE: Pursuant to California Corporations
Code Section 313, if Contractor is a corporation
or nonprofit organization, this Contract (1) must
be signed by (a) the Chairperson of the Board,
President or Vice-President and (b) the
Secretary any Assistant Secretary, the Chief
Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Authorized Representatives and Notices
General Conditions
Special Conditions
Insurance Provisions
Standard Contract/EJ/TE 9-26-07

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

For the Contract between the City of
Richmond and

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the _____, perform the
following services and be compensated as outlined below:

RESPONSE

SCOPE OF SERVICES

ADMINISTRATION

Serve as the ADR Administrator to oversee the implementation of the ADR program and provide consultation to the Joint Committee, which consists of three members representing the City and 3 members representing Local 188, in the administration of the program, including but not limited to:

- Provide assistance to the Joint Committee in monitoring the work of the Nurse Advocate and Claims Unit, and other ADR professionals, on an ongoing basis for compliance with training as well as the requirements set forth in the ADR program. **Excel ADR will provide assistance to the Joint Committee in monitoring the Nurse Advocate and Claims Unit, and other ADR professionals on an ongoing basis for compliance with training as well as the requirements set forth in the ADR program. Will also act as an informational resource to any person involved in the ADR program to help maintain efficiencies and overall success of the program.**
- Provide ongoing training as necessary to optimize the performance of the program; including but not limited to training regarding the roles of those involved in the delivery of compensation and the review of loss runs with the purpose of identifying claims that require extra steps to move them forward toward resolution. **Excel ADR will provide ongoing training to optimize the performance of the program; including but not limited to training regarding the roles of those involved in the delivery of compensation and review of loss runs with the purpose of identifying claims that require extra steps to move them forward towards resolution. We will accomplish this by being proactive with all parties in training, communications and resolution efforts to maximize the effectiveness of the program.**
- Assist employer and third-party claims administrator in supplying the legally required data to the Division of Workers' Compensation in March of each year (Labor Code Section 3201.7(h)). **Excel ADR will assist employer and third-party claims administrator in supplying the legally required data to the Division of Workers' Compensation prior to March of each year as outlined in Labor Code Section 3201.7(h).**
- Attend all labor management meetings and report on the performance of the program. **Excel ADR will be available to attend all labor management**

meetings and report on the performance of the program in addition to outlining recommendations to help benefit the ADR program.

- Other duties and assignments as established by the Joint Committee consistent with the intent and purpose of the ADR Agreement. **Excel ADR will be available for other duties and assignments as established by the Joint Labor Committee to be consistent with the intent and purpose of the ADR Agreement.**

1. Training and Meetings

- Provide training to the Joint Committee, Nurse Advocate, and Claims staff working for the Third-Party Administrator. **Excel ADR will provide training to the Joint Committee, Nurse Advocate, Claims Staff and any others that may need training. This can be done in person or via an online format.**
- Advise claims management regarding required data collection as necessary. **Excel ADR will continually advise claims management as to necessary data collection.**
- Attend meetings of the Joint Committee, and prepare informational material as requested. **Excel ADR will attend meetings with the Joint Committee and prepare informational materials as requested**

2. Other Program Components

- Provide expertise in making decisions regarding medical provider list and medical-legal evaluator list; and; **Excel ADR will provide expertise and guidance in defining medical provider and medical-legal evaluation lists.**
- Assist in drafting other program documents as requested by the Joint Committee (i.e. forms, form letters, rules, medical network guidelines, etc.). **Excel ADR has previously developed all necessary forms for a successful ADR program. Please see samples as Exhibits to this document.**

SELECTION CRITERIA

Candidate must have the ability to provide the entire scope of services outlined above and have significant experience in this field. Total cost of the proposal will also be

considered. **Excel ADR has all the ability, knowledge and skills to provide the entire scope of services outlined.**

PROPOSED COSTS: Excel ADR will provide the outlined services to administer the ADR program for the City of Richmond and Local 188 for a total sum of \$11,750 per month for the term of the agreement.

Ombudsperson services will be provided for an additional \$1,500 per month for a total of \$13,250 per month for the term of the agreement.

ADR Program Elements

Below is an outline of an ADR Program's elements and a brief description as to their definitions.

ADR Program components: Ombudsperson, Mediation, and Arbitration.

Ombudsman – Neutral 3rd party whose purpose is to work with all parties to help resolve disputes.

Mediators and Arbitrators – We would propose utilizing retired workers' compensation judges. The mediator and arbitrator will not be the same on a given claim.

Mediations – Are requested through the Ombudsperson via a Mediation Request Form. Shall be completed within 15 business days unless otherwise agreed by the parties to the dispute. Neither party will be permitted to be represented by legal counsel at mediation unless prior approval from the Ombudsperson. If, after the completion of the mediation process, the parties are unable to reach agreement, an arbitration shall be set no later than forty-five (45) calendar days unless all parties agree to extend the time. Position statements by each party shall be submitted to the Ombudsperson no less than 7 days prior to mediation.

Arbitration – Is a formal hearing. Must be held within 50 miles of the injured workers residence. No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties. Arbitrations will be handled as a formal hearing with a court reporter for recording of testimony.

QME/AME – Either party may request a QME (Qualified Medical Examiner) Panel from the Ombudsperson. The Ombudsperson will issue a 3-doctor panel and submit to the injured worker for the selection of the doctor within 10 days (NOTE: An option would be to utilize a striking process?). If no selection has been made by the injured worker, the insurance analyst will have the option to select and schedule the QME doctor. QME reports are due within 45 days of appointment. QME doctors can be selected by the State of California Department of Industrial Relations QME qualified doctors or there can be an agreed upon AME (Agreed Medical Evaluator) list.

Settlement Documents – We would suggest utilizing a Stipulations with Request for Award for settlements unless a Compromise and Release is preferred. Once settlement documents are signed by the parties, they are submitted to the Ombudsperson who will review and submit to a retired workers compensation judge for judicial review and issuance of the award. The Ombudsman will serve a copy to injured workers, attorneys, and adjuster for their records. If the injured worker needs additional explanation as to the settlement documents, please refer them to the Ombudsperson.

Workflow Outline

Alternative Dispute Resolution Program Workflow Process

Outlined in this document is a proposed workflow for new workers' compensation claims that would be handled under the Alternative Dispute Resolution (ADR) program by Excel ADR. Please note this is a proposed outline and we will work with all stakeholders (City, Unions, Injured Workers and others) to continually develop the program to make it as efficient and beneficial as possible.

When an Employee is injured on the job while employed with the City, the City's workers' compensation department will notify program administrators if the claim falls under the ADR program. This claim will be based on the employee's labor union, the job classification, or MOU of the employee. These applicable claims will be uploaded every business morning into a computerized ADR case management system.

It is the ombudsperson's duty to attempt to resolve any disputes before or when they arise. This is done by a variety of means including answering questions, requesting additional information on an employee's behalf, and generally being an information resource for an employee. His/her primary role is to resolve concerns and misunderstandings through informal discussions with an injured employee and others involved in the claim. The ombudsperson will provide basic information to an employee, answer questions, listen to concerns, investigate complaints, and help avoid or resolve problems before they become formal disputes.

New Claim Generation

If a new claim qualifies under the ADR program, the City will send a daily email spreadsheet/report to Excel ADR and the following will take place:

- #1. New ADR claims will be loaded into a customized claim management system.
- #2. An introduction letter (attached) will be created by the ADR case management system and mailed to an employee via First Class USPS mail by the next business day. Additionally, we will include an ADR Program Flyer in both English and Spanish. If the letter is returned undeliverable, the City will be contacted to find the correct address and letter will be resent.
- #3. An ombudsperson will make an introductory call for each new claim assigned to him/her the same business day the claim is received. The purpose of each call will be to explain the ADR program and answer any questions an injured worker may have about his/her claim. The ombudsperson will also provide his/her contact information to the employee in case later questions or needs arise. If the applicant does not answer, the ombudsperson leaves a short message with their contact information. Details of phone calls will be noted inside the claim file that is stored within our ADR claims management system. The assigned ombudsperson will continue to call an applicant every 30 days until the claim is resolved. If the ombudsperson cannot reach the injured worker on the initial call, two additional calls will be placed.

#4. An injured worker will be able to contact ADR provider during normal business hours via telephone, a designated email address that ends with @exceladr.com, or a local area code facsimile number, all of which will be provided on all mailed materials. Should an injured worker wish to meet with the ombudsperson in person we will schedule a meeting at our offices, online (Zoom, Go-to-Meeting, Skype, etc.), local union hall or agreed upon location so that we can discuss any questions or issues that he or she may have.

AME/QME Request

If a claim is litigated the analyst and the applicant attorney will work together to define an Agreed Medical Examiner to provide additional medical evaluations. If an injured employee is not represented the ombudsperson will work with the analyst and injured worker to help determine a QME and provide any necessary assistance to schedule an appointment. Once the appointment is scheduled, a letter will be mailed to the injured employee and an email will be sent to the City analyst. Please note that we will work with the City to fine-tune the AME/QME process to ensure all ADR requirements are followed.

If there is not a current AME list of approved QME/AME doctors, it is proposed that one be created based on the State of California's QME Roster from the DWC — Medical Unit. We would then suggest providing the list to the participating unions to have their acknowledgement of the doctors selected and the doctors not selected to act as AME's. As we are made aware of doctors that are not active or that are no longer deemed appropriate, Excel ADR will remove them from the current list.

AME's would be required to be able to see an injured employee within 45 days and provide reports within 30 days of appointment. Note: In our previous work with QME's and the City we have qualified the QME's on a per request basis that they are available to see an injured worker within 45 days. It would be prudent for this to continue to help ensure time efficiencies. We will work with the City to develop a proper procedure that is beneficial for all parties.

If a doctor is deemed not acceptable or not able to perform AME duties, a replacement doctor will be substituted on a per doctor basis.

Nurse Advocate Request

If an analyst or an injured worker requests to speak with a nurse advocate for medical questions they will be referred pursuant to the City's Managed Care contracts so that they can have their questions answered. A follow up call to the injured employee will be made by the ombudsperson to make sure that all medical or treatment questions were answered sufficiently.

The Nurse Advocate Request will be processed within one (1) business day of receipt. Any request for clarification from the City on any additional information needed, will be done under these same time frames.

When the request is received, a nurse advocate will be contacted and will have him/her contact the employee to discuss any questions that they may have within one (1) business day of receipt. Upon completion of the conversation, an advice nurse will note the context of the

conversation and submit those notes to Excel ADR for retention via email at info@exceladr.com.

Mediation Request

If an analyst, an injured worker, or applicant attorney requests to schedule a mediation, the ombudsperson will provide the requestor the most recent Mediation Request Form (sample attached). The following needs to be included with the request:

When a request is received, a mediator will be contacted and assigned within three (3) working days and a mediation notice/letter (sample attached) will be sent to the employee or his/her attorney. The letter will include three possible mediation dates and location to be defined. Unless mutually agreed by all parties, the mediations will take place within 15 working days. An electronic copy will be emailed to a workers' compensation analyst and supervisor. Once a date has been selected and agreed upon, a Notice of Mediation (sample Attached) will be sent to all parties

At all phases efforts will be done to try and find a resolution prior to the mediation taking place. Mediation findings will be noted on a Mediation Summary Form and distributed by a hearing representative/ombudsperson to all parties.

A mediator will be assigned from a City-approved mediator list within three (3) business days of receipt of the request. If the mediation is completed and a resolution is reached that requires an award, the award will be signed by a retired workers' compensation judge and processed by hearing representative/ombudsperson during the mediation. By using current mediators and retired workers' compensation judges, the City can save the cost of a judicial review of the award at a later time. A copy of the mediation summary will be filled out and a copy of the award will be served to all parties.

If an employee has a dispute regarding workers' compensation benefits, including denial, which cannot be resolved to his/her satisfaction within 10 business days, an ombudsperson will assist with the completion of the mediation request form.

Mediations shall be completed within 15 working days from the date of referral. In no event shall an issue be permitted to proceed beyond mediation until the mediation process is completed or if both an employee and City mutually agree to an extension.

All parties will receive a phone call and email the business day prior to the scheduled mediation in order to confirm the mediation will take place and that no settlement(s) agreements have been made. If an employee has legal representation, an applicant's attorney must be made aware that their client must be present unless prior arrangements have been made with the City and the assigned mediator.

A program manager/ombudsman will act as a hearing representative and attend all mediations. The program manager coordinates the mediations taking place and represents a point of contact for the City, the injured worker, the applicant's attorney and translator, if applicable. The hearing

representative will also work with the mediator if an agreement can be reached and serve any award at the conclusion of the mediation. This will provide a cost savings to the City since the judicial review of settlements takes place at the conclusion of the mediation instead of a later date. If a settlement cannot be reached, the hearing representative starts the coordination and scheduling of the arbitration.

At the end of a mediation, the Program Manager will complete a Mediation Summary to document the outcome of the mediation. Please see the attached Mediation Summary from as sample.

Arbitration

If a mediation does not satisfy the outstanding issue(s) as per the mediator, then an arbitration will be scheduled with a different retired workers' compensation judge. This usually takes place at the conclusion of the mediation when no resolution has been reached. Arbitrations will be scheduled with all parties within 30 days unless a mutual agreement is reached to extend that timeframe. At no point will an arbitration be scheduled until a mediation has taken place.

An arbitrator will be selected within three (3) business days and an arbitration letter will be generated and mailed to the employee as well as posted into the claim file in the Excel ADR claim management system. If the day and time were not agreed upon at the conclusion of the mediation, the ombudsman will coordinate with the parties on three (3) possible days for the arbitration to take place at the designated. Arbitrations will be scheduled within 60 days for request. Once a date has been selected, a Notice of Arbitration will be served on all parties.

Arbitration findings will be developed by a City-approved arbitrator and will submit a copy to the employee, applicant attorney if applicable, the analyst, the City. For all arbitrations, a court reporter will be contracted within the two (2) weeks prior to the scheduled arbitration. A court reporter will be at all arbitrations and make transcripts sent to all parties.

A phone call and email will be placed to all parties one (1) business day prior to the scheduled arbitration in order to confirm the arbitration will take place and that no settlement(s) have been made between parties. If an employee is represented, the applicant's attorney must be made aware that the employee is required to be present unless prior arrangements have been made with the City and an arbitrator.

We would suggest utilizing a hearing representative who would attend arbitrations. It is through this representative/ombudsman that all City coordination of arbitrations would take place. This includes a point of contact for the City, an injured worker, applicable attorney, a court reporter and a translator, if applicable. The hearing representative also works with the arbitrator if an agreement can be reached and serves any award at the conclusion of the arbitration. This is a cost savings to the City since the judicial review of settlements takes place at the conclusion of the arbitration instead of a later time.

Translators

If an employee requests a translator for any mediation or arbitration, a translator will be scheduled one (1) week prior to mediation or arbitration.

Stipulation with Request for Award and Compromise and Release Agreements

When Stipulation with Request of Award and Compromise and Release (C&R) documents are finalized by the City, will be submitted to an ombudsman for processing. Delivery of the stipulations or C&R documents (electronic or USPS mail) will be coordinated and an approved retired workers' compensation judge will issue an Award or Order after reviewing. This should normally occur within two (2) business days of receipt of properly executed documents from the City.

Once the stipulations have been reviewed and an Award or C&R issued, a copy will be served to the City, the assigned analyst and the analyst's supervisor notifying them that an award has been issued. Additionally, a copy will be served to the employee and if applicable, their attorney.

Phone Calls

All incoming ADR phone calls will be live answered when available. If a message is taken or left on voicemail, it will be returned the same day it was received, if possible. If not, the call will be returned within one (1) business day. At no point shall a phone call go unreturned more than one (1) business day after receipt.

Emails

All incoming ADR emails will be responded to in most cases the same day it was received, if possible. If not, the email will be addressed within one (1) business day.

Monthly Meetings

We would suggest that the program manager/ombudsman and selected personnel will meet in person or virtually on an monthly basis with City officials to discuss open claims, mediations and arbitrations.

Reporting

Program manager/ombudsman should provide to the City a monthly report that summarizes the status of active ADR claims. A weekly report of scheduled mediations and arbitrations should be sent to the City upon request.

Excel ADR Philosophy

Excel ADR commits to being neutral and maintaining respect to all parties in the ADR program. These include insurance analysts/adjusters, medical professionals, mediators, arbitrators, attorneys, and most of importantly the injured workers. Through our 10+ years' experience we have found one of the key elements in a successful ADR program is communication must be maintained at all levels. By keeping all parties informed, it reduces excessive litigation, delays, and provides greater injured worker satisfaction. We are unique in that we have extensive experience across multiple ADR programs, and the president holds his California Contractors license from the Contractors State Licensing Boards as well as his Self-Insurance Administrators

certificate from the State of California Department of Industrial Relations. We are experts in dealing with all parties and issues to speed the resolution process. We know how to work with injured workers, insurance analysts, medical providers, legal counsel, mediators, arbitrators, and all others to have the very best ADR program available. We are responsive to all inquiries by being accessible during business hours, respond to emails and phone calls within one business day, and provide necessary guidance and direction needed.

Excel ADR Description of Related Experience

Our experience comes from over 10+ years in Alternative Dispute Resolution (ADR) and Ombudsperson duties. For the last six years we have been working with BuildLACCD in their OCIP ADR Program to provide Ombudsperson services, supply mediators/arbitrators, coordinate mediation/arbitrations, process all settlement requests and act as a valuable resource to all parties involved with their ADR program.

Resumes of Key Personnel

President: Mr. Duranty is the President and Ombudsperson for Excel ADR. He founded Excel ADR to provide the full spectrum of services for a successful ADR program. He performs daily management functions and is the key contact person. He has over 11 years' experience managing and directing ADR efforts for construction programs and city municipalities. He has developed the key processes that make a successful ADR program. Mr. Duranty holds his Self-Insurance Administrator's Examination Certificate from the Department of Industrial Relations of the State of California. He also holds his Contractors License from the California Contractors State Licensing Board. (full resume available on request).

Director: Mr. Dicker will be assigned as a Director for the City of Richmond ADR. He has worked with Excel ADR to provide the full spectrum of services for a successful ADR program for over nine years. He has over 20 years' experience in workers' compensation in a variety of positions including Ombudsperson, Claims Examiner, Claims Supervisor, Claims Manager and more. He has worked with Mr. Duranty in developing the key processes that make a successful ADR program. He has in-depth experience in third party administrator oversight and training. Mr. Dicker holds his Self-Insurance Administrator's Examination Certificate from the Department of Industrial Relations of the State of California. (full resume available on request).

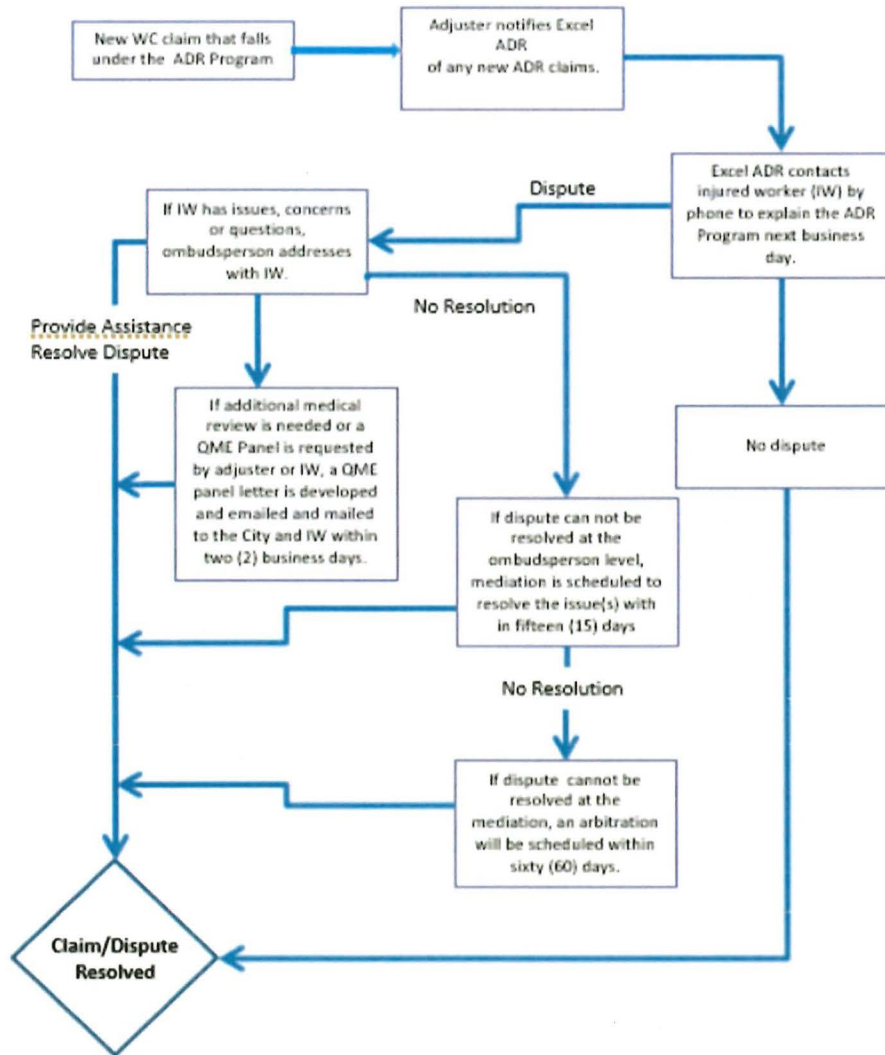
Advisory Panel

Advisor/Mediator/Arbitrator: Honorable Franklin M. Kaye, WCAB Presiding Judge (Retired) – Judge Kaye started practicing law in 1960 as a defense attorney for the State Compensation Insurance Fund. He became a Workers' Compensation Judge in 1971 and the Presiding Judge of the Santa Monica Workers' Compensation Board in 1992. After his retirement in 2004, he became a mediator and arbitrator for several ADR programs, including the BuildLACCD, City of Los Angeles, Carpenters Union, and others. He also has received the honor of being named Presiding Judge of the Decade in 1999, as well as Judge of the Year in 1990 & 1995. (full resume available on request).

Advisor/Mediator/Arbitrator: Honorable Gilbert Katen, WCAB Judge (Retired) – Judge Katen started practicing law in 1969. He has been a Workers' Compensation Judge Santa Monica Workers' Compensation Board. After his retirement in 2014, he became a mediator and arbitrator for several ADR programs, including the BuildLACCD and City of Los Angeles. He also has served on panels for educational seminars at the California Applicants Attorney Association conventions and has been named by the Armenian Bar Association as an outstanding Workers' Compensation Judge. (full resume available on request)

Workflow Process

Workflow Process for ADR Program



Sample Forms

QME Request Form

City of Richmond – Local 188
Alternative Dispute Resolution (ADR) Program
for Workers' Compensation Claims

XXXX State Street, Richmond, CA
Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXX@XXXX.com

QME Request Form

Adjuster Name: Request Date:
Adjuster Email: Claim #: D.O.I.:

Employee: Address: City: State: Zip Code:

Employer: Address: City: State: Zip Code:

☐ Litigated ☐ Non-Litigated

Applicant Attorney: AA Email:
Address: Phone:
City: State: Zip Code:

Requested Medical Specialty

- | | |
|---|--|
| <input type="checkbox"/> ACA - Acupuncturist | <input type="checkbox"/> MOG - Obstetrics and Gynecology |
| <input type="checkbox"/> DCH - Chiropractic | <input type="checkbox"/> MOP - Ophthalmology |
| <input type="checkbox"/> DEN - Dentistry | <input type="checkbox"/> MOS - Orthopaedic Surgery |
| <input type="checkbox"/> MAI - Allergy and Immunology | <input type="checkbox"/> MPA - Pain Medicine |
| <input type="checkbox"/> MDE - Dermatology | <input type="checkbox"/> MPD - Psychiatry |
| <input type="checkbox"/> MEM - Emergency Medicine | <input type="checkbox"/> MPM - General Preventive Medicine |
| <input type="checkbox"/> MFP - Family Practice | <input type="checkbox"/> MPN - Neurology |
| <input type="checkbox"/> MHA - Pathology | <input type="checkbox"/> MPO - Occupational Medicine |
| <input type="checkbox"/> MHH - Hand | <input type="checkbox"/> MPR - Physical Medicine & Rehabilitation |
| <input type="checkbox"/> MME - Internal Medicine - Endocrinology, Diabetes and Metabolism | <input type="checkbox"/> MPS - Plastic Surgery |
| <input type="checkbox"/> MMG - Internal Medicine - Gastroenterology | <input type="checkbox"/> MSG - Surgery - General Vascular |
| <input type="checkbox"/> MMH - Internal Medicine - Hematology | <input type="checkbox"/> MSY - Surgery |
| <input type="checkbox"/> MMI - Internal Medicine - Infectious Disease | <input type="checkbox"/> MTO - Otolaryngology |
| <input type="checkbox"/> MMM - Internal Medicine | <input type="checkbox"/> MTS - Thoracic Surgery |
| <input type="checkbox"/> MMN - Internal Medicine - Nephrology | <input type="checkbox"/> MTT - Toxicology |
| <input type="checkbox"/> MMO - Oncology- Internal Medicine | <input type="checkbox"/> MUU - Urology |
| <input type="checkbox"/> MMP - Internal Medicine - <u>Pulmonary Disease</u> | <input type="checkbox"/> OPT - Optometry |
| <input type="checkbox"/> MMR - Internal Medicine - Rheumatology | <input type="checkbox"/> POD - Podiatry |
| <input type="checkbox"/> MMV - Internal Medicine - <u>Cardiovascular Disease</u> | <input type="checkbox"/> PSN - Psychology - Clinical Neuropsychology |
| <input type="checkbox"/> MNB - Spine | <input type="checkbox"/> PSY - Psychology |
| <input type="checkbox"/> MNS - Neurological Surgery | |

Additional Comments: _____

When completed please email to XXX@XXXXX.com or fax to (XXX) XXX-XXXX.

Revised 9.16

Mediation Request Form

City of Richmond – Local 188
Alternative Dispute Resolution (ADR) Program
for Workers' Compensation Claims

XXXX State Street, Richmond, CA
Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXX@XXXX.com

Mediation Request Form

Claim Number: _____

Employee: _____ Phone Number: _____

Address: _____

Employer: _____

Address: _____

Insurer: _____ Address: _____

Claims Adjuster: _____ Phone Number: _____

Union & Local Number: _____

Body Parts Involved: _____ Employee SS#: _____

D.O.I.: _____ Occupation: _____

Mediation is Requested Due to the Following Unresolved Issue(s): _____

Party Requesting Mediation: _____

Dated: _____ Signature of Requesting Party: _____

Note: Mediation shall be completed within fifteen (15) working days from the date of referral unless both the injured employee and LACCD mutually agree to an extension. Agreed to extension: _____

I, the Ombudsman, hereby certify that the dispute or issue for which is the subject of this Mediation Request was presented to the Ombudsman for resolution but the Ombudsman was unable to resolve same and that this request for Mediation (is) (is not) filed timely.

Dated: _____ Signature of Ombudsman: _____

Please also provide copies of medical reports and any and all additional supporting documents that substantiate your position.

When completed please email to XXX@XXX.com or fax to (XXX) XXX-XXXX.

Introduction Letter

City of Richmond – Local 188
Alternative Dispute Resolution (ADR) Program
for Workers' Compensation Claims

XXXX State Street, Richmond, CA
Phone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXX@XXXX.com

Date: XXXXXX XX, 2022

XXXX XXXXXXXX
XXXX XXXXXXXX XX
XXXXXXX, CA 9XXXX

Re: Employee: XXXXX XXXXXXXX
Claim No.: C345CXXXXXXXXX
Date of Injury:

Dear Mr. XXXXXXXX,

Your Workers' Compensation claim is under the Alternative Dispute Resolution (ADR) Carve-Out Program by the City of Richmond and is managed by XXXXX. As independent contractors, the ADR provider is contracted to work with the Workers' Compensation Analyst to help injured workers deal with issues and disputes concerning their Workers' Compensation claim.

I am writing to notify you that we are the new Ombudspersons for your claim.

The dispute resolution process under the ADR Carve-Out Program consists of the ombudsperson stage, if necessary the mediation stage and the arbitration stage. An issue or dispute must first be submitted to the Ombudsperson who will try to resolve it for you. If the Ombudsperson is not able to resolve your issue or dispute, you will be advised of your right to mediation.

If you have questions, comments, or problems due to your work-related injury, please feel free to contact the XXXXX Ombudsperson at (XXX) XXX-XXXX or you may email info@exceladr.org.

Sincerely,

XXXXXXX
Ombudsman

**EXHIBIT B
PAYMENT PROVISIONS**

{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE CITY COUNCIL OR THE CITY MANAGER}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond, Finance Department - Accounts Payable
Project Manager: _____ Department: _____
PO Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the City's Project Manager, _____ before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 CITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

City of Richmond

Richmond, CA 94804-0046

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

EXHIBIT D GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete

responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.
20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.
37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.
41. Sanctuary City Contracting Ordinance (SCCO) -- The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor must submit the Sanctuary City Compliance Statement, attached hereto as Exhibit E, prior to the execution of this Agreement.

For the Contract between the City of
Richmond and

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications
and/or provisions (if applicable):

CITY OF RICHMOND
Sanctuary City
Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, 20____, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

For the Contract between the City of
Richmond and

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, 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 and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability (primary and excess limits combined)	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions

Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible 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 or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

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 or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.