

CITY OF CHICO - HEALTH SERVICES PROVIDER AGREEMENT

California Occupational Medical Professionals, Inc. (COMP)
PROVIDER

Personnel Health Services Program
Project Title

001-130-6701/6704-6706, 001-300-4590, 001-400-4590
Budget Account No.

TABLE OF CONTENTS

1.	DESCRIPTION OF HEALTH SERVICES	1
2.	SCOPE OF SERVICES.....	1
3.	COMPENSATION.....	1
4.	TERM; TERMINATION	2
5.	RESPONSIBILITY OF PROVIDER.....	2
6.	RESPONSIBILITY OF CITY.....	2
7.	INDEMNIFICATION	2
8.	PROFESSIONAL LIABILITY INSURANCE	3
9.	WORKERS' COMPENSATION INSURANCE	3
10.	SUBROGRATION	3
11.	CITY ACCESS TO PROVIDER'S RECORDS	3
12.	INDEPENDENT CONTRACTOR.....	3
13.	CONFLICT OF INTEREST CODE APPLICABILITY	3
14.	SUBCONTRACTING HEALTH SERVICES	3
15.	ASSIGNMENT.....	4
16.	AMENDMENTS	4
17.	COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.....	4
18.	SEVERABILITY	4
19.	NOTICE.....	4
20.	EXHIBITS INCORPORATED	4
21.	SPECIAL PROVISIONS.....	4

THIS HEALTH SERVICES PROVIDER AGREEMENT (“Agreement”) is entered into on July 1, 2017 between the City of Chico, a municipal corporation under the laws of the State of California (“City”), and California Occupational Medical Professionals, Inc. (COMP), a corporation (“Provider”).

1. DESCRIPTION OF HEALTH SERVICES

City desires to hire Provider to perform those certain health services (“Health Services”) described in Exhibit “A,” entitled “Description of Health Services.”

2. SCOPE OF SERVICES

Provider shall perform and complete Health Services as set forth more particularly in Exhibit “B,” entitled “Scope of Health Services.”

3. COMPENSATION

Provider shall be compensated for Health Services provided to City pursuant to this Agreement periodically in the amounts, manner, and in accordance with the payment schedule as set forth in Exhibit “C,” entitled “Compensation.” Amounts due to Provider from City for Health Services rendered shall be evidenced by

the submission to City by Provider of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach City on or before the 15th day of the month next following the month or months, or other applicable period, for which Health Services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Provider submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Provider until a correct and complying invoice has been submitted.

4. TERM; TERMINATION

The initial term of this Agreement shall be for a period of one year, commencing on July 1, 2017, and terminating on June 30, 2018. Thereafter, the term of this Agreement may be extended at the option of City for two successive one-year periods. City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Provider. In this latter event, Provider shall be entitled to compensation for all Health Services performed for City to the date of such termination. Provider may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 90 days prior written notice of such termination to City.

5. RESPONSIBILITY OF PROVIDER

By executing this Agreement, Provider warrants to City that Provider possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide to City Health Services contemplated under this Agreement. Provider further warrants that Provider will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing presentations, and providing professional advice and recommendations regarding Health Services rendered under this Agreement.

6. RESPONSIBILITY OF CITY

To the extent appropriate in relation to Health Services contemplated by this Agreement, City shall:

- a. Assist Provider by placing at Provider's disposal all available information pertinent to Health Services;
- b. Designate in writing a person to act as City's representative with respect to Health Services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Health Services; and
- c. Give prompt written notice to Provider whenever City observes or otherwise becomes aware of any deficiency in Health Services.

7. INDEMNIFICATION

Provider shall hold City, and all of City's officers, employees, and agents harmless and free from any and all liabilities arising out of this Agreement and/or the performance by Provider of Health Services provided under this Agreement, excluding therefrom any such liability resulting solely from the active negligence of City or any of City's officers, employees, or agents. Should City or any of City's officers, employees, or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement and/or the performance by Provider of Health Services provided under this Agreement other than a suit or claim resulting solely from the active negligence of City or any of City's officers, employees, or agents, Provider shall defend City and City's officers, employees, and agents, whether the claim or suit be groundless or not, and shall indemnify them for any judgement rendered against them or any sums paid out in settlement or otherwise.

Contractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

8. PROFESSIONAL LIABILITY INSURANCE

Provider shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

9. WORKERS' COMPENSATION INSURANCE

Provider shall, at Provider's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Provider shall also require all of Provider's subproviders to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Provider or Provider's subproviders to City upon request.

10. SUBROGATION

Provider shall agree to waive all rights of subrogation against City for losses arising from Work performed by the Provider or Provider's subproviders for City under this Agreement.

11. CITY ACCESS TO PROVIDER'S RECORDS

Provider shall maintain all books, records, documents, accounting ledgers, and similar materials relating to Health Services performed for City under this Agreement on file for at least one (1) year following the date of final payment to Provider by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Provider's usual and customary business hours. Provider shall provide proper facilities to City's representative(s) for access and inspection. Provider shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of Section 3, above.

12. INDEPENDENT CONTRACTOR

City and Provider agree that the relationship created by this Agreement is that of an employer-independent contractor. Provider shall be solely responsible for the conduct and control of Health Services performed under this Agreement. Provider shall be free to render health serves to others during the term of this Agreement, so long as such activities do not interfere with or diminish Provider's ability to fulfill the obligations to City established herein.

13. CONFLICT OF INTEREST CODE APPLICABILITY

If City's City Manager has determined that one or several of Provider's Principal(s) or Project Manager(s) are subject to the City's Conflict of Interest Code under Chico Municipal Code Section 2R.04.180, then each such person will be required to comply with the provisions of said Code in connection with Health Services rendered to City under this Agreement. In such event, City's requirements shall be set forth in Exhibit "D," entitled "Special Provisions."

14. SUBCONTRACTING HEALTH SERVICES

Provider shall be entitled, to the extent determined appropriate by Provider, to subcontract any portion of Health Services to be performed under this Agreement. Provider shall be responsible to City for the actions of

persons and firms performing subcontracted Health Services. The subcontracting of Health Services by Provider shall not relieve Provider, in any manner, of the obligations and requirements imposed upon Provider by this Agreement.

15. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Provider without the prior written consent of the other.

16. AMENDMENTS

This Agreement represents the entire understanding of City and Provider as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. City may at any time, upon a minimum of 10 days written notice, amend the scope of Health Services to be provided under this Agreement. Provider shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify City in writing. Upon agreement between City and Provider as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by City and Provider shall constitute Provider's notice to proceed with the amended scope.

17. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

All Health Services performed by Provider pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

18. SEVERABILITY

This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. NOTICE

All notices to be given, made, or sent by one party to the other pursuant to this Agreement shall be deemed to have been given, made, or sent and shall be made in writing and delivered personally or deposited in the U.S. Mail, first class, postage prepaid, addressed as follows:

- a. To City: Mark Orme, City Manager
City of Chico
411 Main Street, P. O. Box 3420
Chico, CA 95927

- b. To Provider: A.J. Haggard
California Occupational Medical Professionals, Inc.
505 Wall Street
Chico, CA 95928

20. EXHIBITS INCORPORATED

All Exhibits referred and attached to this Agreement are hereby incorporated by this reference.

21. SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on Exhibit "D," entitled "Special Provisions." IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

CITY:

Mark Orme
Mark Orme, City Manager*

*Authorized pursuant to Section 3.20.060
of the Chico Municipal Code.

APPROVED AS TO FORM:

Vincent C. Ewing
Vincent C. Ewing, City Attorney*

*Approved pursuant to The Charter of the
City of Chico § 906(D)

REVIEWED AS TO CONTENT:

Scott Dowell
Scott Dowell, Administrative Services Director*

*Reviewed by Risk Management, Human
Resources, Finance and Information Systems.

CONTRACTOR:

A.J. Haggan C.F.O.
C.O.M.P. I.A.C.

APPROVED AS TO CONTENT:

Jamie Cannon
Jamie Cannon, Human Resources Manager

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EXHIBIT "A"

DESCRIPTION OF HEALTH SERVICES

Provider shall provide quality, effective, and timely services to the City and its employees, in the form of pre-employment drug testing and physicals, DMV physicals, medical examinations Department of Transportation (DOT) drug and alcohol testing and substance abuse program that complies with DOT regulations.

The Public Safety Wellness program is a general health evaluation and monitoring program that will evaluate and provide information regarding the overall health and wellness of public safety employees.

Provider will assess wellness and provide necessary prescriptions for safety employees.

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EXHIBIT "B"

SCOPE OF HEALTH SERVICES

Scope of Health Services

Provider shall perform Health Services as follows:

PERSONNEL HEALTH SERVICES

1. MEDICAL EXAMINATIONS

- A. Pre-employment and non-DMV physicals:
 - 1. Services to be provided:
 - a. Physician review of medical history statement.
 - b. Completion of examination elements set forth on medical examination report, and completion of report form.
 - c. Audiometric exam.
 - d. Urinalysis. For some classifications a drug screen will be requested.
 - e. X-rays as determined necessary.
 - 2. Description of Medical Examination Process: New employees will be directed to Provider for the pre-employment examination. The employee will complete a Medical History Statement and provide the form to the physician for review prior to the examination. Once the examination is complete, the original Medical History Statement and other forms will be returned to the employee, who will return it immediately to the Human Resources and Risk Management Office to complete processing.
 - 3. Determination of Employability: Upon the completion of the examination, the physician shall clearly determine whether or not a new employee is medically able to perform the duties of the position and, if not, state specifically why the employee cannot perform said duties.
 - 4. Medical Forms: The City's medical form may be used for pre-employment medical examinations.
- B. DMV physicals:
 - 1. Services to be provided:
 - a. Physician review of DMV form history statement.
 - b. Completion of elements set forth on DMV form.
 - c. Urinalysis.
 - d. Audiometric exam.
 - 2. Description of Medical Examination Process: Employees will be directed to Medical Examiner for the California Department of Motor Vehicles (DMV) Medical Examination Report (Form DL-51). The employee will read the instructions and complete the health

history section. The Medical Examiner will discuss the health history with the employee and complete the medical examination. The Medical Examiner will determine the level of qualification. Once the examination is complete, the original medical examination report and Medical Examiner's Certificate will be returned to the employee.

3. Determination of Employability: For the majority of DMV examinations, the physician need only determine whether or not the employee meets the physical requirements for a Class A or B driver's license as determined by the State.
4. Medical Forms: A DMV medical form is used for the Class A/B driver's license renewal.

2. DRUG & ALCOHOL EXAMINATIONS

- A. Pre-Employment Non-Regulatory Drug Test: Pre-employment non-regulatory drug test, for controlled substance detection only.
- B. Federal Drug Test with Review (Post Accident Testing): The Department of Transportation (DOT) drug and alcohol testing regulations require employers regulated by the Federal Motor Carrier Safety Administration (FMCSA), Federal Aviation Administration (FAA), Federal Transit Administration (FTA), United States Coast Guard (USCG), Pipeline and Hazardous Materials Safety Administration (PHMSA), or the Federal Railroad Administration (FRA) to conduct drug and alcohol testing.

This is a 5-panel drug test required under the DOT rule 49 CFR Part 40. City safety-sensitive employees incurring a fatal and/or moving violation while on duty will be escorted to Provider within 2 hours for post-accident drug testing, for alcohol and controlled substance detection.

- C. Breath Alcohol Test (BAT): Performed by a certified breath alcohol technician using a breath alcohol test device approved by the National Highway Traffic Safety Administration (NHTSA).
- D. MRO Interview: Medical Review Officer (MRO) interviews are with the donors of non-negative test results. The MRO shall contact such donors promptly after receiving the complete drug test record and give the donor an opportunity to speak with him or her about the test result if it is positive, adulterated, substituted, or invalid. The MRO can verify a positive, adulterated, or substituted result without interviewing the donor if reasonable efforts to perform the interview have failed.

3. HEPATITIS B INJECTION SERIES

Hepatitis B vaccination is available for positions specified by the City. The Hepatitis B vaccine is given in a 3-dose series, (dose #1, dose #2 given 1 month, after dose #1, and dose #3 given 5 months after dose #2).

4. RETURN TO / FITNESS FOR DUTY

Evaluations performed by a licensed physician after a review of the employee's job description. Provider agrees to provide objective information about an employee's level of functioning and ability to perform the essential duties of their job. If the employee's prior conduct involved the use alcohol or a controlled substance, the evaluation will include verification of alcohol concentration of less than 0.02 or a verified negative result.

5. PROGRAM MANAGEMENT

Provider shall maintain records of employees tested and test results, as required; perform random selection of qualified employees for testing, as required, and provide City with annual summary of test results on alcohol and controlled substances.

6. AVAILABILITY OF SERVICE

Provider must be available to provide services, by appointment, Tuesday through Friday, 8:00 a.m. to 5:00 p.m. It is recognized that Provider will need to give priority to medical emergencies which may occasionally interrupt the waiting time. These hours represent the minimum hours of availability required, and services must be uniformly available throughout the specified hours.

7. PROVIDER AGREES TO PROVIDE THE FOLLOWING QUALITY CONTROL

- A. Medical Review Officers, Substance Abuse Professionals, Blood Alcohol Testing, and staff responsible for handling specimens will be certified and evaluated for proficiency and quality. Supporting documentation presented upon request.
- B. Laboratory certified by the Department of Health and Human Services
- C. Maintain quality control testing records for each Alcohol Testing Device used.
- D. Testing equipment approved by the National Highway Traffic Safety Administration (NHTSA) regulatory agency.
- E. Blind testing/quality control procedures, as required.
- F. Computer generated random selection.
- G. Notify employer if employee refuses to submit to a required alcohol or controlled substance test, or engages in conduct that clearly obstructs the testing process.

SAFETY EMPLOYEE WELLNESS PROGRAM

PERFORMANCE STANDARDS AND DESCRIPTION OF SERVICES

1. **General**

A. Location

Provider shall have facilities available in the Chico Urban Area at which the services described in this Agreement may be conducted. Availability will be during regular business hours (Tuesday through Friday 8:00 am to 5:00 pm). Provider will also perform blood draws, TB test administration and test readings at on-site Police and Fire facilities as needed by prior arrangement.

B. Staffing

Provider shall provide professional, licensed, medical staff as is appropriate to complete the services described in this Agreement. Provider will be responsible for ascertaining that professional medical staff providing services under this Agreement possess and maintain licensing or certification appropriate to their position.

C. Medical Expertise

Provider shall be a qualified medical consulting firm with expertise in physiology, exercise, and similar disciplines.

2. **Scope of Service**

A. Scope

Provider shall provide Safety Employee Wellness Program Services for approximately 160 City employees as described herein.

- B. Schedule
Services under this Agreement are to be provided within the contract period as scheduled by City with prior arrangement with Provider.

3. **Specific Services to be Provided**

The Safety Employee Wellness Program will evaluate employee physical fitness and wellness standards for City safety employees represented by the Chico Police Officers Association and International Association of Firefighters to enable Employees to maintain the necessary minimum fitness level required to safely perform their duties and to enhance their overall health and well-being.

The Provider shall provide the following services:

- A. Review of Job Description for Fitness Determination
A comprehensive review of the employee's specific job description by the examining physician will be completed for each Employee prior to the comprehensive physical examination. Provider will outline standards from the job description and apply those standards to the wellness testing to ensure that employees are capable of performing their occupation, based on the job description provided.
- B. Physiological Evaluation and Assessment of the Employee
The Provider shall provide a physiological evaluation and assessment of the Employee which includes the following:
1. Medical History Form
A comprehensive medical history form will be completed by each Employee. In addition to this form, those Employees required to wear respiratory protection are required to complete a Department written medical questionnaire which will be evaluated as part of the overall Employee assessment. A comprehensive personal wellness profile questionnaire will be completed by each employee. The profile will include nutritional, behavioral and musculoskeletal and fitness assessments and recommendations. After review of this form by a physician, should Provider require additional medical information, Provider will obtain such information by requesting medical records from employee's previous or current treating physicians, with the Employee's authorization.
 2. Laboratory Tests
 - i) Comprehensive Blood Chemistry Profile
 - ii) Coronary Risk Profile
 - iii) Complete Blood Count
 - iv) Routine Urinalysis
 - v) Stool Test for Occult Blood
 - vi) Tuberculosis screening test (PPD or X-ray as indicated)
 - vii) Lead testing (voluntary for Police Department Rangemasters)
 3. Healthy Lifestyle Assessment
 - Health Risk Appraisal
 - Health Age Appraisal
 - Fitness Status
 - Nutritional Status
 4. Cardiovascular and Respiratory Evaluation
 - Sub-maximal aerobic capacity test (Estimated VO 2)
 - Lung function screening

5. Body Composition Assessment
Height
Weight
Percent Body Fat Screening
6. Range of Motion Assessment
Comprehensive range of motion assessment by health care professional.
7. Muscular Endurance/Strength
Abdominal muscle test
Hamstring flexibility test
Grip strength test
Upper body strength test
Lifting test
8. Baseline Hearing Test
Eight frequency
Pure Tone
9. Vision Tests
Far/Near
Color
Peripheral
10. Physical Examination, including Hernia exam
11. Bruce Treadmill Exercise protocol (for those Employees with three (3) or more of the following coronary risk factors):
Blood Pressure 140/90 or greater at rest
Age 45 and over
Elevated blood lipid levels or low HDL cholesterol level
Family or personal history of heart problems
Tobacco user
Diabetes or high blood glucose
Poor aerobic fitness
Body Mass Index (BMI) > 30
Abnormal electrocardiogram
12. NFPA 1582 Standards

C. Individual Prescription

1. A medical doctor will review the results of the physiological evaluation and assessment of the Employee and determine and certify that the Employee is:
 - a. Fit - Physically able to perform all the duties of the Employee's position, as established in the Employee's job description.
 - b. Remedial Action Status - Employee currently physically able to perform the duties of the Employee's position, as established in the Employee's job description, but that the Employee has medical issues which could lead to the inability to perform the duties of the Employee's position which require remedial action and improvement by the Employee.

- c. Unresolved Medical Condition - Employee's physical ability to perform the duties of the Employee's position as established in the Employee's job description are to be determined by other treating physician's because Employee is currently under treatment.
- d. High Medical Risk - Employee not able to physically perform the duties of the employee's position based on current health status.

The physiological evaluation and assessment outlined above will serve as the format for the baseline and annual exams, from which individual prescriptions will be made.

The Provider will refer Employees to other medical specialists as needed for examination or testing when such additional evaluation is required in order to complete the Wellness Evaluation process. The Provider will bill the City for the cost of such additional evaluation or test. Any treatment needs identified as a result of such evaluation remain the responsibility of the Employee.

The individual prescription will be delivered to the Employee by a Qualified Medical Professional. During this consultation, the Employee will review their "report" and note those areas needing attention and decide what action (activities, exercise, programs, etc.) will be entered into over the next year (or lesser period of time as determined by the Provider) to make desired improvements. A summary report of wellness findings, including the individual wellness category, will be given to the employee along with their Personal Wellness Profile.

4. **Reports**

- A. Provider shall provide the following information to City, in the categories and in the form and manner set forth below:
 - 1. Fit/Well - Prescription to maintain/improve level of fitness. No further action required until next scheduled evaluation.
 - 2. Remedial Action Necessary - Individual prescription provided to Employee, re-examination of below-standard areas scheduled for six (6) months, or as determined by medical Provider, but no more frequently than every three (3) months.
 - 3. Unresolved Medical Condition - Provider unable to determine Employee fitness/wellness status because of current medical condition. Employee and City shall be notified of status. Employee shall be required to resolve limiting medical condition prior to next scheduled evaluation. If unable to do so, City shall be notified of status and intervening diagnosis.
 - 4. High Medical Risk - Employee referred to his/her personal physician. "High Medical Risk" is defined as an existing serious medical condition that could result in a risk of injury or death to the Employee, other Employees or the general public during the performance of the Employee's job duties found in the job description. Such a determination shall only be made after review of the Employee's examination results and position job duties by two Provider physicians provided, however, that should such two physicians differ in their respective opinions that the Employee is at high risk, a third physician shall be consulted to make a final determination.
- B. Provision of Information to City; Confidentiality. Notification shall be made to City's Human Resources & Risk Management Director in accordance with the following provisions:

1. Examination results for the "fit/well" and "remedial action necessary" categories shall be made in statistical summary only, by the age groups set forth below. Examination results for the "remedial action necessary" category also shall be reported by the category or type of problem or condition and the amount of time prescribed to correct it.

If, in the opinion of the Provider, no significant progress has been made by an Employee given a remedial action prescription after a period of one year from the date of the original issuance of such prescription, the name of the Employee shall be provided to City's Human Resources and Risk Management Director along with a recommendation as to what additional measures could be taken to assist the Employee in meeting the prescription requirements. City shall have the right to counsel such Employee to assist him or her to meet such requirements.

2. The names of those Employees who are in the "Unresolved Medical Condition" category shall be reported to City, along with an assessment of the length of time needed to resolve the questions that could not be answered through the evaluation process. The Employee shall be responsible to participate in follow-up examinations and/or provide medical reports or information from other medical care providers which will allow the Provider to complete the evaluation process and place the Employee in one of the other reporting categories.
3. The names of Employees who are determined to be in the "High medical risk" category shall be reported along with the nature of the medical problem and recommended remedial action.

Such information shall be maintained in a confidential file but may be made available for review by the City Manager, the Chief of Police and the Fire Chief. In addition, an Employee may, upon request, obtain a copy of the information relating to him/herself.

5. **Subsidiary Reports**

Complete Hazardous Material and Department of Motor Vehicles Physical forms as required will be filed with the corresponding agencies on behalf of the employee.

6. **Wellness Assessment Frequency**

Employees shall participate as follows:

1. 18 to 29 Years of Age: If the initial wellness assessment is in the "fit" category, subsequent assessment shall be every two (2) years.
2. 30 Years of Age and Up: If the initial wellness assessment is in the "fit" category, subsequent assessment shall be each year.

In the event the Employee's assessment is in the "remedial action" or "high medical risk" category, the Provider shall coordinate with the Employee's physician the development of a prescription to the Employee outlining the necessary steps to bring his or her wellness up to the fit/well category.

The Provider will, at that time, schedule a re-examination appointment to occur in six (6) months, or a date which is determined by the medical Provider to be medically appropriate.

An Employee with an "unresolved medical condition" shall be provided with a report which identifies the problem areas and steps required to resolve the pending fitness/wellness questions.

If the Provider determines from the wellness assessment that there is a need for the Employee to have personal medical care because of medical problems, the Provider shall refer the Employee to his or her personal physician for care and treatment under the Employee's medical insurance or workers' compensation program, as may be appropriate.

7. **Pre-employment Physical Examinations**

The City reserves the right to refer applicants for public safety positions to the Provider for pre-employment physical examinations, utilizing the program and criteria set forth above. In addition to the reporting requirements set forth above, the Provider shall submit to the City's Human Resources and Risk Management Manager, within seven (7) days following the examination, a complete report of the Applicant's evaluation results and a written assessment of the Applicant's medical suitability for employment.

8. **Additional Services**

In addition to the services identified above which shall be provided at the direction of the City, it is desirable for individual Employees to be able to request additional non-employment related testing. Such additional testing could include tests such as Prostate Specific Antigen (PSA) or C-Reactive Protein (CRP) which would complete an "annual physical" package an Employee might seek as part of their own personal health care. These additional tests would be at the cost of the Employee, and are not a required part of the Wellness Program.

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EXHIBIT "C"

COMPENSATION

Personnel Health Services

Pre-Employment Conditional Officer Exam and Physical:	\$100
Pre-Employment Conditional Officer Exam and Physical with X-Rays:	\$200
Pre-Employment Audiometric Exam:	\$15.00
Pre-Employment Urinalysis:	\$28.00
Pre-Employment Wellness Physical Examination:	No Charge
Fire Pre-Employment Conditional Offer Exam and Physical (NFPA 1582 Standards)	\$100.00
DMV Physical Exam (Including Audiometric Exam and Urinalysis):	\$100.00
Hepatitis B Injection:	\$69.50/injection
Non-Regulated Drug Test:	\$30.00
Federal Drug Test with Review:	\$62.50
Evidential Breath Testing (EBT) / Breath Alcohol Testing (BAT):	\$18.00
Medical Review Officer (MRO) Review:	\$180.00
Medical Review Officer (MRO) Review, Split Test:	\$150.00
EKG Tracing Only:	\$16.00
Fitness for Duty Evaluation:	\$250.00-\$500.00
DOT Education Training Materials:	No Charge

Safety Wellness Exam

Fire annual wellness exam (NFPA 1582 Standard)	No Charge
Annual wellness exam	No Charge
Cost per employee for wellness lab (cbc, lipid panel, and comprehensive metabolic panel) as described in Exhibit "B":	\$500
Additional cost per employee for Bruce Treadmill as determined by risk factors:	\$100.00
Cost for "Remedial Action" re-examination and consultation (based on nature of medical condition and need for additional laboratory tests and/or extended examinations):	No Charge

Cost for Additional Medical Review:	No Charge
Cost per employee for the “PPD” Tuberculosis screening test:	\$15.00
Cost per employee for tuberculosis screening X-ray:	\$20.00
Cost per employee for lead testing:	\$7.00
Cost per employee for medical evaluation of respirator questionnaire:	No Charge
Cost per employee for the Pre-Employment Physical Examination: If X-rays required:	No Charge \$100.00-\$700.00
Cost per employee for the Driver License Exam (DMV) in conjunction with Wellness Examination:	No Charge
Cost per employee for the Driver License Exam (DMV) as stand-alone (without Wellness Examination):	\$100.00
Cost per employee for Hazardous Materials Baseline Examination, X-ray, laboratory tests, and testing in conjunction with Wellness Examination:	\$500.00
Cost per employee for Hazardous Materials Baseline Examination, X-ray, laboratory tests, as stand-alone (without Wellness Examination):	\$550.00
Cost per employee for Hazardous Materials Annual Examination in conjunction with Wellness Examination:	\$250.00
Cost per employee for Hazardous Materials Annual Examination as stand-alone (without Wellness Examination):	\$550.00

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Budget Account No.

EXHIBIT "D"

SPECIAL PROVISIONS

INSURANCE REQUIREMENTS

General Liability Insurance

Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in

a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subcontractor Insurance

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractor agrees to be bound to Contractor and City of Chico in the same manner and to the same extent as Contractor is bound to City of Chico under the agreement. Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subcontractor upon request. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

Workers' Compensation Insurance

Contractor shall, at Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Contractor shall also require all of Consultant's subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Contractor or Contractor's subcontractors to City upon request.

Subrogation

Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Contractor or Contractor's subcontractors for City under this Agreement.

Professional Liability Insurance

Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$500,000 or \$1,000,000 limit, from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.