

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of the 22nd day of November, 2021, by and between MOBILE-MED WORK HEALTH SOLUTIONS, INC. a California corporation d/b/a WORK HEALTH SOLUTIONS ("WHS") and the CITY OF SAN JOSE POLICE AND FIRE DEPARTMENT RETIREMENT PLAN ("the Plan"). WHS and the Plan are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. WHS is an organization that provides the services of Board-certified, California-licensed and qualified physicians and related administrative services.

B. The Plan desires to engage WHS to provide services as more particularly described herein, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

WHS shall perform those services specified in Attachment A entitled, "Scope of Services" attached hereto and incorporated herein by this reference.

SECTION 2. TERM OF AGREEMENT

The initial term of this Agreement shall be for the period November 22, 2021 through and including June 30, 2022 ("Term"). At the sole option of the Plan, the Term may be extended by up to two consecutive additional one-year terms thereafter. The Agreement may be renewed upon the mutual written agreement of the parties unless sooner terminated as provided in Section 11 of this Agreement. This Agreement shall continue month-to-month, subject to termination on 30 days written notice by either party, at the end of the Term if not terminated or extended.

SECTION 3. COMPENSATION

For the Term the total compensation and reimbursement payable under this Agreement, shall not exceed \$250,000.00, unless the parties agree to further compensation and reimbursement in writing. Compensation to be paid for specified services shall be as set forth in Attachment C entitled "Fee Structure," attached hereto and incorporated herein by this reference.

SECTION 4. METHOD OF PAYMENT

On a calendar monthly basis, WHS shall furnish to the Plan a detailed statement of the work performed, hours expended and reimbursable costs incurred on behalf of the Plan during the preceding month. All amounts due under the statement are due and payable within sixty (60) days of actual delivery to the Plan, *provided*, however, that if the Plan disagrees with any claimed amount the parties will use their best efforts to resolve the matter short of legal action. During the period of such efforts, the disputed amounts shall not be due and payable.

SECTION 5. INDEPENDENT CONTRACTOR

In the performance of the duties and obligations described hereunder, it is mutually understood and agreed that each party and their respective officers, directors, trustees, employees, agents and others working on their behalves, are at all times acting and performing as an independent contractor with respect to the other. Nothing contained herein shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties to this Agreement, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Accordingly, WHS shall have the right to exercise control, direction and supervision over the methods and means by which WHS shall perform the duties and responsibilities of WHS as set forth in this Agreement, to the extent consistent with the terms of this Agreement. No party hereto, nor any other person performing services on behalf of any party pursuant to this Agreement, shall have any right or claim against any other party under this Agreement for withholding or payment of taxes, workers' compensation, unemployment compensation, health benefits, disability benefits, vacation pay, sick leave, retirement benefits, Social Security benefits, or any other employee benefits of any kind, and each party agrees to indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any.

SECTION 6. NON - ASSIGNABILITY

The parties agree that the expertise and experience of WHS' professional staff are material considerations for this Agreement. WHS shall not assign or transfer any interest in this Agreement nor the performance of any of WHS' obligations hereunder, without the prior written consent of The Plan, and any attempt by WHS to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. TERMS BINDING ON ALL AGENTS, OTHERS

All references to WHS and the Plan in this Agreement are meant and understood to include all officers, employees, agents, contractors and other individuals performing the parties' respective services and obligations hereunder on their behalf. The terms of this Agreement shall be binding on all such persons in the same manner as on the parties themselves.

SECTION 8. INDEMNIFICATION

WHS shall indemnify, hold harmless and defend The Plan, its officers, Board members, employees, agents, and representatives for, from, and against any and all liabilities, losses, damages, claims, causes of action and expenses (including, but not limited to, reasonable attorneys' fees and costs) arising from, and to the extent caused by, any of WHS' wrongful acts or omissions or the wrongful acts or omissions of anyone employed by WHS.

SECTION 9. INSURANCE REQUIREMENTS

WHS agrees to have and maintain the policies and coverages set forth in Attachment B, entitled "Insurance Provisions," which is attached hereto and incorporated herein by this reference. All policies, endorsements, certificates and/or binders shall be subject to approval by the Chief Executive Officer of the Office of Retirement Services ("CEO") or the CEO's authorized designee, as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the CEO or authorized designee. WHS agrees to provide the Plan with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

SECTION 10. NONDISCRIMINATION

WHS shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 11. TERMINATION

- A. This Agreement may be terminated at any time upon the written mutual consent of the parties.
- B. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.
- C. If WHS fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the Plan may terminate this Agreement immediately upon written notice.
- D. This Agreement automatically terminates upon conviction of any individual performing services on behalf of WHS under this Agreement of a felony or upon their loss of status as a certified, licensed and qualified physician.
- E. In the event of termination, WHS shall deliver to the Plan copies of all reports, documents, and other work performed by WHS under this

Agreement, and upon receipt thereof, The Plan shall pay WHS for services performed to the date of termination.

Upon termination of this Agreement, all obligations of each party toward the other under this Agreement shall cease except that termination of this Agreement shall not relieve any party of any obligation to the other in accordance with the terms of this Agreement with respect to services performed or obligations incurred prior to termination. The various rights and remedies herein provided for will be cumulative and in addition to any other rights and remedies the parties may be entitled to pursue under the law. The exercise of one or more of such rights or remedies will not impair the rights of any party to exercise any other right or remedy at law or in equity. Upon expiration or termination of this Agreement, WHS shall surrender to the Plan all medical records and any property of the Plan.

SECTION 12. GOVERNING LAW; JURISDICTION AND VENUE

The law of the State of California, without regard to its conflict of interest laws, shall govern this Agreement and the parties' respective performance, rights and obligations hereunder. The parties agree that they are subject to personal jurisdiction in the Superior Court of the County of Santa Clara, California and in the United States District Court for the Northern District of California, San Jose Division. In the event that legal action shall be commenced by either party, the parties agree that venue shall be exclusively vested in the Superior Court for the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, San Jose Division.

SECTION 13. COMPLIANCE- WITH LAWS

WHS and all individuals performing services hereunder on its behalf shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION

WHS acknowledges that in performance of services hereunder, WHS will gain knowledge of, have access to, and otherwise have disclosed to her, information that is confidential to the Plan and its members and their beneficiaries, including personal and medical information, data and records (collectively, "Confidential Information"). WHS agrees that neither she nor anyone working for or with her shall, at any time, without the express prior written consent of the Plan, except as may be required by law, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed by or affiliated with The Plan, any Confidential Information regardless of the form or format, or the means by which WHS becomes aware of such Confidential Information, nor shall WHS use such information for WHS' own use or for the benefit of any third party. Said information shall be used solely in connection with WHS' performance of the services and shall not be used in any other manner whatsoever.

SECTION 15. OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by WHS or any other person engaged directly or indirectly by WHS to perform the services required hereunder shall be and remain the-property of The Plan without restriction or limitation upon their use.

SECTION 16. WAIVER

WHS agrees that waiver by the Plan of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the Plan of the performance of any work or services by WHS shall not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 17. WHS' BOOKS AND RECORDS

- A. WHS shall maintain any and all ledgers, books -of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the Plan for a minimum period of three (3) years, or for any longer period required by-law, from the date of final payment to WHS pursuant to this Agreement.
- B. WHS shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to the Plan at any time during regular business hours, upon written request by the CEO, or a designated representative, if allowed by law. Copies of such documents shall be provided to the Plan for inspection at its offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at WHS' address indicated for receipt of notices in this Agreement.
- D. Where the Plan has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of WHS's business, the Plan may, by written request from the CEO or authorized designee, require that custody of the records be given to the Plan and that the records and documents be maintained in their offices, if allowed by law.

SECTION 18. CONFLICTS OF INTEREST

WHS shall avoid all conflict of interest or any appearance of conflict of interest in performance of this Agreement.

SECTION 19. GIFTS PROHIBITED

- A. WHS is familiar with the City of San Jose’s prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. WHS agrees not to offer any officer, board member or employee of the City or the Plan any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this Agreement by WHS. In addition to any other remedies the Plan may have in law or equity, the Plan may terminate this Agreement for such breach as provided in Section 11 of this Agreement.

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES

WHS is familiar with the provisions relating to the disqualification of former officers and employees of the City of San Jose in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). WHS shall not utilize either directly or indirectly any officer, employee, or agent of WHS to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21. NOTICES

All notices-and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

IF TO WHS:

Work Health Solutions
P.O. Box 2264
Granite Bay, CA 95746
Attn.: Letitia Heshmat

With a courtesy copy to: notices@workhealthsolutions.com

IF TO THE PLAN:

Police and Fire Department Retirement Plan
1737 North 1st Street, Suite 600
San Jose, CA 95112
Attn: Chief Executive Officer

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit in the mail.

SECTION 22. THE PLAN’S RFP, WHS’ RFP RESPONSE AND WHS’ FINAL BEST AND FINAL OFFER

The Plan’s Request for Proposals (“RFP”) was issued on or about March 10, 2021. On or about April 30, 2021, WHS delivered its “Project Proposal” in response to the Plan’s RFP. On or about June 14, 2021 WHS submitted its letter with its best and final offer. WHS shall be obligated at all times to perform services rendered under the Agreement consistent with its representations made in its Project Proposal and its best and final offer.

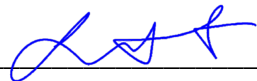
SECTION 23. INTEGRATION; PRIOR AGREEMENTS AND AMENDMENTS

This Agreement, including all Attachments hereto, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to the matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties.

IN WITNESS WHEREOF, WHS and The Plan have caused this Agreement to be executed on their respective behalf effective as of the date first above written.

MOBILE-MED WORK HEALTH SOLUTIONS, INC., a California corporation, dba WORK HEALTH SOLUTIONS

SAN JOSE POLICE AND FIRE DEPARTMENT RETIREMENT PLAN

By:  _____

By:  _____

Its: Letitia Heshmat, Chief Executive Officer
Authorized Signatory

Its: Roberto L. Peña, CEO
Authorized Signatory

Dated: 12/2/2021

Dated: 12/6/2021

ATTACHMENT A - SCOPE OF SERVICES

STATEMENT OF REQUIREMENTS

WHS shall provide the following services listed below.

A. Required Services

1. Pre-Medical Evaluation Services:

WHS will provide pre-examination services to assess the medical information available regarding each applicant's claims for disability. These services shall include, but not necessarily be limited to:

- a. Coordinating and gathering all relevant accident reports and medical records from the individual, employer, treating physicians and Workers Compensation.
- b. "Preparing a "Summary of Medical Records" for use by the examining physicians. This summary shall provide an administrative summary of all medical records, in chronological order. The document shall also provide a brief description of each medical record. If WHS discovers any medical records may be missing or incomplete, such as when referenced by another physician, the WHS shall obtain the records. WHS will provide the final "Summary of Medical Records" and associated medical records to each examining physician prior to each scheduled appointment.
- c. Board Medical Advisor (BMA) to review the applicant's claimed disability(ies), as described on their disability application, plus all past medical records.
- d. BMA to select the medical specialty(ies) most applicable to evaluating the applicant's claimed disability(ies).
- e. The medical specialties used for evaluations may include, but are not necessarily limited to:

- Allergy
- Cardiology
- Dermatology
- Ears, Nose and Throat
- Gastroenterology
- General Surgery
- Hematology
- Immunology
- Infectious Disease
- Internal Medicine
- Nephrology
- Neurology
- Oncology
- Ophthalmology

- Oral Surgery
 - Orthopedics
 - Pathology
 - Physical Medicine
 - Psychiatry
 - Pulmonology
 - Rheumatology
 - Urology
- f. Scheduling appointments with regularly practicing, examining physicians licensed with the Medical Board of the State of California. These disability medical evaluations shall be performed by examining physicians with accreditations for the specialty areas agreed upon to evaluate the applicants' claimed disabilities. **These appointments shall be scheduled only with the examining physicians from the ORS Independent Medical Evaluator providers that ORS has authorized and with whom it has contracted.**
- g. The scheduling of the disability medical evaluations shall be as soon as possible after receipt of the necessary medical records. WHS shall attempt to schedule appointments within a 40 mile driving radius of the disability applicant's home address, if living in California, or within a 40 mile driving radius from City Hall, 200 E. Santa Clara Street, San José, California 95113.
- h. Scheduling of California appointments outside of the specified radii shall be allowed as exceptions, but shall require WHS to notify ORS staff of alternate locations. WHS shall attempt to schedule the disability medical evaluation appointment(s) for the convenience of the disability applicants. However, rare exceptions may be allowed, upon notifying ORS staff and obtaining their acknowledgement in advance.
- i. Scheduling of applicants for out-of-state disability medical evaluations will occasionally be required. WHS shall attempt to schedule such appointments within each disability applicant's state of residence within the cost limits provided by ORS staff and defined for use in California. These appointments shall be subject to approval by ORS staff and shall require special notification to ORS staff of any additional costs associated with scheduling of appointments out-of-state. Applicants may be required to travel to California if costs for the out-of-state disability medical evaluation exceed the costs for a disability medical evaluation within the State of California. These appointments shall also be scheduled with regularly practicing, examining physicians licensed with the Medical Board of the applicable state. These medical evaluations shall be performed by examining physicians with accreditation for the specialty areas agreed upon to evaluate the applicant's claimed disabilities.
- j. Scheduling of appointments for out-of-country applicants shall be within a 50 mile driving radius of the ORS office in San José. Applicants are required to

travel to this location for disability medical evaluations whenever they reside out-of-country.

- k. Scheduling of medical appointments shall only take place when WHS has received all medical records. The scheduling of any appointments prior to receipt of the medical records shall only occur as exceptions supported by written requests from the staff of ORS.
- l. Preparing correspondence to notify applicants and ORS staff of the scheduled appointments, including the dates, times, locations, directions, and names of the examining physicians handling the disability medical evaluations. These notifications must be provided at least 20 business days prior to the date of the medical appointments, unless a disability applicant voluntarily agrees to a shorter period. Notifications shall advise the applicant that they will incur a cost for late cancellations or no-shows at scheduled appointments. Staff of WHS shall contact the applicant and provide a courtesy reminder of the appointment within 48 hours of the appointment.
- m. Rescheduling missed or cancelled appointments as needed. Medical appointments are always expected to be completed as scheduled. However, it is possible that some applicants will occasionally miss and wish to reschedule appointments. Applicants will notify WHS of their cancellations of appointments within the required notification period as set by the scheduled physician's office in advance of their scheduled date and time, without penalty. There is no expectation of any additional charges to ORS when notice of cancellation has been provided to WHS within the required notification period in advance of the scheduled date and time for the appointment. If the notice is not received under this constraint, the services and charges shall be as specified in Attachment C – Fee Structure to this Agreement.
- n. WHS shall contact the applicant and provide a courtesy reminder of the appointment within 48 hours of the appointment and inform ORS staff of unconfirmed appointments in advance of the scheduled date and time.
- o. Scheduling physician appointments with bi-lingual physicians or with as-needed certified translators.

2. Examination Services:

The physician selected by WHS is to conduct the physical examination process. Each and every examining physician is to meet a standard level of performance consistent with ORS service goals and practices.

- a. Each examining physician is required to verify the identities of applicants when they arrive for appointments. This information is to be listed in the report, detailing the manner of verification used with each applicant. The required identification shall be in the form of a government issued picture identification,

such as a driver's license issued by the State of California, or an equivalent form of picture identification.

- b. Each examining physician is required to see each applicant in person. Disability medical evaluation reports are expected to detail the length of time spent with each applicant. The expectations are that the examining physicians will spend the amount of time, with both medical records and the applicants themselves, sufficient to complete a thorough and reasoned disability medical evaluation. The examining physicians are required to provide verification of the amount of time spent with each applicant. The verification shall be attached to the final report.

3. Post-Examination Services:

- a. WHS shall instruct each examining physician to prepare a medical report that complies with the approved ORS guidelines as provided to the physician with the applicant's file. ORS may revise and amend such guidelines from time to time, and shall provide WHS with any such revised and amended guidelines. Currently, ORS' guidelines include the following:
 - 1. Cover checklist and information sheet, using the form provided by ORS, with the applicant's name, method of identity verification (e.g., California driver's license), date of birth, date of hire, most recent position title, current employment status (full duty or modified duty or off duty), department in which employed, date of examination, examination specialty (e.g., oncology), time spent reviewing records, time spent with applicant. (This material to the extent possible will be provided by ORS to the examining physician.)
 - 2. Applicant's medical history, including chronology of issues, including surgeries, imaging studies, hospitalizations both before and after being hired at San José.
 - 3. Applicant's personal history, including social, family, and occupational history, including history of employment prior to San José and military service.
 - 4. Listing of current medications being taken by the applicant.
 - 5. Physical examination and results.
 - 6. Current complaints and symptoms.
 - 7. Special tests, if any. (Pre-approval by ORS required.)
 - 8. Listing of records reviewed.
 - 9. Diagnosis.
 - 10. Incapacity. This section is to be the main focus of the report. The physician is to give an opinion as to whether the applicant has reached maximum medical improvement; whether there are any reasonable treatment options that have not yet been tried which if tried would improve the applicant's condition and allow the applicant to return to his/her regular job; what permanent work restrictions are applicable. As to each of these opinions, the physician is to provide a detailed explanation, including references where

appropriate to imaging studies and lab results and citations to the medical literature. A vague reference to experience and clinical observation is insufficient. If the physician disagrees with the opinions of prior medical providers on any of these issues, the physician is to explain why he or she disagrees with the prior opinion. If the opinions of prior medical providers are not substantiated by medical evidence as noted above, the physician will note such deficiencies.

11. Work-relatedness. The examining physician is to give an opinion as to whether the incapacity is work-related and provide a detailed explanation for that opinion. The physician is to cite to the medical literature and to explain why he or she agrees or disagrees with the opinions of prior medical providers on this issue. A copy of the article cited is to be attached to the physician's report.
 12. Other issues, such as indicating that a condition outside of the physician's expertise may be present and whether it should be examined.
- b. WHS shall review the disability medical evaluation reports. These reports must be signed by the examining physicians. WHS shall review the reports and determine if the content meets ORS' Guidelines. If WHS notes any omissions or errors, they shall bring the omissions or errors within 30 days of receipt of the report to the attention of the examining physicians to assure any omissions or errors are corrected. An example of an omission might be, but is not limited to, when a report may not contain specific prognosis information, or a work restriction or Maximum medical improvement (MMI) status was not covered with enough specificity to address the physician's recommendation.
 - c. WHS is expected to work with ORS staff whenever an applicant fails to keep an appointment. This includes notifying ORS of the missed appointments within 24 hours and arranging for rescheduling of such appointments.
 - d. The billing for disability medical evaluations and associated services provided under this contract shall be handled between ORS and WHS.
 - e. Depending on the administrative requirements of the Plan, WHS' designated BMA will be required to attend monthly advisory meetings, monthly committee meetings and/or monthly Board of Administration meetings.

4. "Ad Hoc" Disability Medical Evaluation Services:

The following services may be required on occasion in association with the disability medical evaluations:

- a. Supplemental Medical Reports

Disability medical evaluations may have already been completed and reports submitted to WHS staff when additional medical issues may arise and drive special needs for "Supplemental Medical Reports." For example, if BMA

receives a new medical report, not available prior to the disability medical evaluation, BMA may request a "Supplemental Report" from the examining physicians. "Supplemental Reports" will usually address the impact any new medical information has on the examining physician's prior report. In other cases, a "Supplemental Report" may be required to answer specific questions or clarify issues that may arise in regard to the examining physicians' reports during the course of Committee or Board hearings. WHS is expected to work directly with the examining physicians to assure the timely delivery of any "Supplemental Reports."

b. Expert Testimony

On occasion, an examining physician may be asked to provide testimony before an administrative law judge or a court for purposes of providing in-person expert testimony regarding the physician's disability medical evaluation and report.

c. On-Site Disability Medical Evaluations

On occasion, applicants may be incapacitated, gravely ill, or hospitalized. In these situations, ORS will expect WHS to arrange for on-site or virtual disability medical evaluations of applicants.

d. Specialized Medical Testing

On occasion, examining physicians may require specialized testing to render a full opinion on a disability claim. Each test must be pre-approved by BMA. Once approved, WHS and the examining physician will be expected to arrange for the specialized tests.

e. Transportation Services

Although not a requirement for contracting, it would be desirable to have WHS possess the capability to arrange transportation services for applicants with special needs for assistance in traveling to and from an examining physician's office.

f. Medical Record Only Evaluations

In some instances an applicant may have a physical condition so severe that the applicant is in intensive care or another similar situation, whereby a physical examination could be detrimental to the applicant's health and may obviate a need for a physical examination of the disabling condition. In these instances, WHS, as an exception, with proper pre-approval by BMA, would be expected to have an examining physician review medical records in lieu of performing an in-person physical examination.

g. Medical Exam During Disability Retirement

After an applicant has received a disability retirement, the Plan may at any time require him or her to undergo additional medical examination(s) to determine the current status of the disability.

General Duties

WHS shall perform the following general duties:

1. Treat all members and ORS' information as confidential. This applies to all data created, gathered, generated, or acquired within the scope of the contract. Sensitive information inclusive of, but not limited to, members and beneficiaries must be kept confidential in accordance with HIPAA standards. WHS shall notify ORS immediately if there are any breaches to the confidentiality of confidential information. The breach of this agreement is subject to cancellation of contract and the selected proposer being held liable for damages.
2. Maintain confidential any information resulting from this engagement except with written consent from the CEO of ORS or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, research, reports, and any publicity given to the selected proposer for work provided under the resulting contract. ORS shall be credited as the sponsoring agency.
3. Refer all requests, reports, and all other communication that use ORS' database through the CEO of ORS or appointed designee.
4. Notify ORS immediately of any anticipated change in the Chief Solutions Officer and physician personnel ("Key Personnel") assigned under the terms of this engagement. WHS shall submit resumes of any proposed replacement Key Personnel and obtain written approval from ORS for any change in the Key Personnel .
5. Notify ORS staff in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of these services.
6. Document discussion ideas, issues, and extended services. Share responsibility with ORS for documenting in writing all ideas and issues raised in discussions and meetings.

ATTACHMENT B - INSURANCE PROVISIONS

WHS, at WHS's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by WHS, and its agents, representatives, employees or subcontractors, as required by Attachment E of the RFP, attached hereto as this ATTACHMENT B.

INSURANCE PROVISIONS

WHS, at WHS's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by WHS, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001;
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services; and
5. If employee or medical records are stored or transmitted electronically as part of services provided, Cyber Professional Liability Errors & Omissions.

There shall be no endorsement reducing the scope of coverage required above.

B. Minimum Limits of Insurance

WHS shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident;

coverage shall be endorsed to state carrier waives its right of subrogation against the City of San José, its officers, employees, agents and contractors; and

4. Professional Liability Errors and Omissions \$5,000,000 Aggregate Limit; and
5. Cyber Professional Liability Errors & Omissions: \$1,000,000 per claim/aggregate limit with five years tail coverage, if canceled and non-renewed. Costs to be covered by this insurance policy shall include, without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from Security Breach or loss of Personal Data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of WHS must be declared to, and approved by ORS. At the option of ORS, either; the insurer shall reduce or eliminate such deductibles or self- insured retentions as respects ORS, its officers, employees, board members, agents and contractors; or WHS shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by ORS.

D. Other Insurance Provisions

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

A. Commercial General Liability and Automobile Liability

1. ORS' officers, employees, board members, agents and contractors are to be covered as additional as respects: Liability arising out of activities performed by or on behalf of ORS; products and completed operations of ORS; premises owned, leased or used by ORS; and automobiles owned, leased, hired or borrowed by ORS. The coverage shall contain no special limitations on the

scope of protection afforded to ORS, its officers, board members, employees, agents and contractors.

2. WHS's insurance coverage shall be primary insurance as respects ORS, its officers, board members, employees, agents and contractors. Any insurance or self-insurance maintained by ORS, its officers, board members, employees, agents or contractors shall be excess of WHS's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies by WHS shall not affect coverage provided ORS, its officers, board members, employees, agents, or contractors.
4. Coverage shall state that WHS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to ORS.

F. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to ORS.

G. Verification of Coverage

WHS shall furnish ORS with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the CEO:

Roberto L. Peña, CEO City of San José
Office of Retirement Services
1737 North First Street, Suite 600
San José, CA 95112

H. Subcontractors

WHS shall include all subcontractors or subconsultants as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT C – FEE STRUCTURE

Initial Term				
Service:	Standard Hourly Rate:	Quoted Hourly Rate:	Hours:	Total:
BMA Medical Records Evaluation and Report		\$450		
Supplemental Reports		\$450		
Advisory Panel monthly meetings		\$450		
Committee monthly meetings		\$450		
Board monthly meetings		\$450		
Expert Testimony		\$450		
Transportation Services		Cost		

- A. **Hourly Pricing:** All BMA and physician services will be charged at \$450 per hour, except as provided below. Services of WHS’ Director of Health or Chief Solutions Officer will be billed at \$400 per hour. Services of WHS’ healthcare data team (used for records procurement, scheduling and related duties) will be billed at \$150 per hour. Services of non-physician clinicians will be billed at \$300 per hour. See note on onsite, transportation and supplemental charges below.
- B. **Supplemental Charges:** For either form of service delivery, WHS will also invoice (at cost) the charges incurred for obtaining medical records, the costs of any required travel or lodging, the costs of any outside referrals for specialized review, the costs of any diagnostic testing or imaging required to be completed, and other similar third-party costs.
- C. **Transportation:** Upon the Plan’s request, WHS will manage any required patient transportation needs. Transportation scheduling and facilitation would be handled by WHS’ healthcare data team at their hourly rates, and the actual costs of transit (using a third-party transit or paratransit service) will be billed through at cost.
- F. **2022 and Subsequent Years:** The fixed-fee and hourly rates outlined above are subject to a fiscal year annual increase in an amount equivalent to the greater of 3%, or the CPI-U for all urban consumers in the San Jose metropolitan area, as determined by the United States Bureau of Labor Statistics, but in no event shall exceed 5% per annum.

INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: **RISK & INSURANCE**

200 E. Santa Clara Street 14th Floor

San Jose, CA 95113-1905

Riskmgmt@sanjoseca.gov

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.
4. Copy of Service Provider's certificate of insurance.

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: 2/9/22

Service Provider:	MOBILE-MED WORK HEALTH SOLUTIONS, INC	Phone No.	815-970-3150
Project:	Disability Case Review		
		Project Amount:	\$250,000
Estimated Start Date	11/22/21	Estimated Completion Date	6/30/22
Scope of Work: Vendor will provide pre-examination services to assess the medical information available regarding each applicant's claims for disability for the P&F Board.			
Department	Office of Retirement Services	Division	Admin
Department Contact	Michelle San Miguel	Ph./Ext:	4087941004
		Fax:	n/a

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments: The certificates dated 1-31-22 and 2-1-22 meet the requirements set forth in the agreement.

Signature: AS
Risk & Insurance

Date: 2-11-22

FOR RISK & INSURANCE USE ONLY

Date Forwarded to City Clerk:

Date forwarded to City Clerk:

COMPLIANCE WITH BOND REQUIREMENTS

Signature: _____
City Clerk

Date:

Certificate of Insurance Checklist

	(Yes)	(No)
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the following has been marked as a (No) then request an updated Certificate of Insurance from the Vendor before submission		

NO – E&F – NOT REQUIRED IN THE TERMS OF THIS CONTRACT BETWEEN THE P&F BOARD AND THE VENDOR



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: Sandra Castellano
STAFF EMAIL: sandra.castellano@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: December 2, 2021 TOTAL PAGES: 19
(INCLUDING THIS PAGE)

CONSULTANT NAME: Mobile-Med Work Health Solutions, Inc.
EMAIL: notices@workhealthsolutions.com
PHONE: 815-970-3150

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF