



## AGENDA REPORT

**Meeting Date:** May 13, 2009  
**Item Number:** F-7  
**To:** Honorable Mayor & City Council  
**From:** Noel Marquis, Assistant Director of Administrative Services - Finance  
**Subject:** APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN

**Attachments:** 1. Agreements (2)

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**Item A. APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED AMOUNT OF \$136,473.38 TO BAY POINTE TECHNOLOGY FOR THE PURCHASE OF A REDUNDANT FIREWALL APPLIANCE**

### **RECOMMENDATION**

Staff recommends that the City Council move to award Bid No. 09-36 to Bay Pointe Technology for the purchase of a redundant firewall appliance; and approve a purchase order in the not-to-exceed amount of \$136,473.38.

### **INTRODUCTION**

The City's current firewall system is at the end-of-life and will soon be unsupported by the manufacturer. The firewall system is a redundant hardware platform that monitors and filters traffic to and from the internet.

The rules of data filtering are based on configurations that are consistent with City policies as defined and documented in the Administrative Regulations and Acceptable Use policies adopted by the City. These systems represent and enforce network security measures and practices designed to prevent unauthorized electronic access and protect the City's computer systems.

### **DISCUSSION**

On April 9, 2009, the City released a Request for Proposal (RFP), identified as Bid No. 09-36, soliciting bid proposals for a firewall system. On April 22, 2009 at 2:00 p.m., the sealed bids were opened by the Deputy City Clerk. Three responses were received as follows:

<b>Vendor</b>	<b>Bid (excluding tax)</b>
Data Systems Worldwide:	\$130,306.00
Bay Pointe Technology:	\$128,662.20
Sigmanet:	\$145,163.72

Of the three responses, Bay Pointe Technology provided the lowest responsible bid.

The total purchase order request of \$136,473.38 includes all hardware, equipment, maintenance and applicable taxes in the amount of \$7,811.18.

### **FISCAL IMPACT**

Funds were budgeted and are available in the Information Technology Internal Service Fund Computer Acquisition CIP (31410329-85050 for \$96,223.25) and Network Security/Disaster Recovery (31410347-85050 for \$40,250.13) for this purpose.

**Item B. AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND THE WESTCHESTER MEDICAL GROUP CENTER FOR HEART AND HEALTH FOR HEALTH SERVICES; AND**

**Item C. AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND CEDARS SINAI MEDICAL CARE FOUNDATION FOR HEALTH SERVICES**

### **RECOMMENDATION**

Staff recommends that the City Council move to approve the agreements between the City and Westchester Medical Group Center for Heart and Health and Cedars Sinai Medical Care Foundation for health services. Both agreements are for pre-employment and employee medical services.

### **INTRODUCTION**

Until its recent closure the City had a contract with Century City Hospital and the Doctors Group to provide pre-employment and other medical services for Safety and Miscellaneous employees. When Century City Hospital closed the City had to find both an interim and long-term medical service provider. For the interim the City utilized the services of Cedar Sinai, an agency through which the City had previously obtained similar services. For the long-term solution a Request for Proposal (RFP) was developed and sent to potential service providers.

### **DISCUSSION**

A committee representing the Fire Department, Police Department, Risk Management and Human Resources in consultation with the City Attorney's Office developed a Request for Proposals (RFP) which was initially sent out in September 2008. Proposals were requested from all medical clinics within the City of Beverly Hills as well as several regional hospitals. Four proposals, (Westchester Medical Group Center for Heart and Health, Cedars Sinai Medical Care Foundation for Health Services, Avi Ishaaya Health and Wellness Center, and U.S. HealthWorks Medical Group) were received and

and Wellness Center, and U.S. HealthWorks Medical Group) were received and reviewed. Each proposal was evaluated and each proposer's site was visited by the committee. Two providers, Westchester Medical Group Center for Heart and Health and Cedar Sinai Medical Care Foundation for Health Services, were chosen.

Westchester Medical Group for Heart and Health has extensive experience providing similar services to neighboring cities and is recognized for providing services to Safety personnel. Cedar Sinai Medical Care Foundation is a suitably qualified provider with whom the City has a relationship to provide a variety of services including emergency medical services and infectious disease monitoring. Based on a comprehensive analysis of the information submitted staff recommends that the City enter into agreements with these two medical providers.

It is anticipated that the City will utilize both providers for services on an as-needed basis. Having access to two providers will enable the City to avoid the predicament of relying on one vendor which might be unable to provide services when needed. It also allows the City to benefit from the expertise of each provider.

While each agreement has a consideration of a not-to-exceed amount of \$50,000 annually, historical expenditures for this type of service indicate that actual expenses for both contracts should not exceed approximately \$55,000 annually.

**FISCAL IMPACT**

Funds were budgeted and are available in the Policy, Administration and Legal Internal Service Fund (PAL) for this purpose.

  
Noel Marquis  
\_\_\_\_\_  
Finance Approval

  
Scott G. Miller  
\_\_\_\_\_  
Approved By

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND THE WESTCHESTER MEDICAL  
GROUP CENTER FOR HEART AND HEALTH FOR HEALTH  
SERVICES

NAME OF CONSULTANT: The Westchester Medical Group Center for  
Heart and Health

RESPONSIBLE PRINCIPAL OF  
CONSULTANT: Robert A. Reiss, M.D.

CONSULTANT'S ADDRESS: 360 N. Sepulveda Blvd., Suite 3000  
El Segundo, CA 90245  
Attention: Craig Wellman

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra Olivencia, Assistant  
Director of Administrative Services –  
Human Resources

COMMENCEMENT DATE: May 1, 2009

TERMINATION DATE: April 30, 2012, unless extended pursuant to  
Section 7 of the Agreement

CONSIDERATION: Not to exceed \$50,000 per year, based on  
the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND WESTCHESTER MEDICAL GROUP  
CENTER FOR HEART AND HEALTH FOR HEALTH  
SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and The Westchester Medical Group Center for Heart and Health, (hereinafter called "CONSULTANT").

RECITALS

A. CITY has undertaken to provide certain health services on behalf of its employees and prospective employees; and

B. CONSULTANT is principally engaged in the business of providing out-patient medical services at 360 N. Sepulveda Blvd., Suite 3000, El Segundo, California 90245 (hereinafter "Offices"); and

C. CITY desires to retain CONSULTANT to provide professional medical services at the Offices (hereinafter "Medical Services"), as described more particularly hereinbelow.

D. CITY desires CONSULTANT to make available to its employees Medical Services (e.g., radiologist readings) by physicians ("Physicians") associated with CONSULTANT's Medical Group (hereinafter "Physician Services"), and to provide to its employees other Medical Services (collectively the "Services"), as appropriate and necessary:

NOW, THEREFORE, CITY hereby retains CONSULTANT, and CONSULTANT hereby agrees to perform Services for CITY under the terms and conditions of this Agreement.

Section 1. CONSULTANT'S SERVICES. CONSULTANT shall perform the Physician Services and the Medical Services described in Exhibit A, attached hereto and incorporated herein by this reference, in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. RECORDS. CONSULTANT shall maintain records with regard to the operation of the Services, including, but not limited to, medical records as required by state and federal laws. In this regard, without limiting the generality or scope of the foregoing, CONSULTANT and CITY shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA regulations at 45 C.F.R. Parts 160-164.

Section 3. DATA AND INFORMATION. Subject to applicable state and federal (including HIPAA) laws and regulations concerning the confidentiality of medical records or patient identifiable or other protected health information:

(a) All data, information and records prepared for CITY and furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT pursuant to this Agreement as CITY deems appropriate;

(b) All data, information and records prepared by CONSULTANT under this Agreement are strictly confidential and shall not be disclosed in any manner by CONSULTANT without CITY's prior written consent, unless otherwise required by law or regulatory authority. Upon reasonable notice by CITY, CONSULTANT shall deliver any and all data, reports or similar documents to CITY.

(c) CONSULTANT shall administer the Services in full compliance with all applicable local, state and federal laws, rules and regulations.

Section 4. COMPENSATION AND PAYMENT.

(a) CITY shall separately pay CONSULTANT, and Physicians, for all of their respective, Physician Services and Medical Services rendered pursuant to this Agreement, those fee amounts set forth in the Fee Schedule attached hereto as Exhibit B-1 and incorporated herein by this reference ("Fee Schedule"). The parties hereto acknowledge and agree that nothing in this Agreement shall be construed to restrict or prohibit CONSULTANT, or Physicians from billing and collecting fees from any third parties for any medical or other health care services performed outside the scope of this Agreement.

(b) CONSULTANT is expressly prohibited from billing or collecting fees from any individual referred to CONSULTANT by CITY for the Services.

(c) CONSULTANT and Physicians shall each monthly submit an invoice on a form approved by CITY setting forth in detail all of their respective Physician Services and Medical Services rendered in the prior month under this Agreement. CITY shall separately pay CONSULTANT and, Physicians within thirty (30) working days of receipt of CONSULTANT's or Physicians' respective invoice for the Services rendered.

(d) The Fee Schedule shall be in effect for the first year of this Agreement. At least thirty days prior to the end of the first year (September 30, 2009), CONSULTANT shall submit to the CITY's Human Resources Manager the proposed fee schedule for the remainder of the term of this Agreement for the CITY's review and approval. If the fee schedule (or a fee schedule as amended by the parties) is approved by the Human Resources Manager, it shall be attached hereto and supercede the previously attached Fee Schedule. If the fee schedule is not approved, the CITY may terminate this Agreement as set forth in Section 19.

Section 5. ELIGIBILITY GUARANTEE. CITY shall supply its employees or prospective employees with a means of identifying themselves to CONSULTANT that indicates their eligibility for Physician Services and Medical Services. CONSULTANT shall

make a good faith effort to confirm that the individual presenting an identification card or other form of identification is in fact the individual whose name appears on such identification. In the event that CITY incorrectly identifies or verifies an individual to be eligible for Physician Services and Medical Services , CITY shall remain obligated to pay CONSULTANT and Physicians for the Services rendered hereunder in accordance with the attached Fee Schedule.

Section 6. INSURANCE.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Medical Malpractice Insurance, with minimum limits of Three Million Dollars (\$3,000,000) per occurrence, combined single limit.

(c) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance covering the respective employees of CONSULTANT as required by law.

(d) CONSULTANT shall require that CONSULTANT and Physicians shall at all times hereunder maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a "B+" in the latest edition of Best's Insurance Reports.

(f) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. CONSULTANT shall use its best efforts to cause the policies of insurance required by this Agreement to contain an endorsement naming CITY as an additional insured, so long as there is no additional premium cost to create such endorsement.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) CONSULTANT shall require its subcontractors, including without limitation, Physicians and laboratories, which provide the Services under this Agreement, to maintain insurance coverage in compliance with this Section.

Section 7. TERM. This Agreement shall commence on March 1, 2009, and terminate on February 29, 2012, unless terminated sooner pursuant to Section 19 of this Agreement. This Agreement may be extended for three (3) additional two-year periods by mutual written consent of the parties.

Section 8. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 9. ASSIGNMENT. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 10. RESPONSIBLE PRINCIPAL(S)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 11. PERSONNEL. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 12. INTERESTS OF CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 13. INDEMNIFICATION. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 14. CITY'S RESPONSIBILITY. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Services.

Section 15. INFORMATION AND DOCUMENTS. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. CHANGES IN THE SCOPE OF WORK. The CITY shall have the right to order, in writing, changes in the scope of work or the Services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. NOTICE. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 18. TERMINATION.

(a) Either CONSULTANT or CITY may cancel this Agreement at any time upon five (5) days' written notice to the other parties. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any cancellation or termination, subject to any continuity of care services provided thereafter as described hereinbelow.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT or, Physicians, CITY shall pay CONSULTANT and Physicians full compensation for the Services performed by each of them hereunder, each in an amount to be determined as follows: for work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT and Physicians shall each be paid an aggregate amount that reflects the aggregate services performed by each of them prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid to CONSULTANT and Physicians under the foregoing provisions of this paragraph exceed the amount which would be paid to each of them for the full performance of the Services required by this Agreement, subject to any additional payments for any continuity of care services as described hereinbelow.

CONSULTANT and Physicians shall each continue to provide the Services under this Agreement for CITY employees after the effective date of termination or cancellation, where such continuity of care is medically appropriate; and CITY shall compensate CONSULTANT

and Physicians for such continuity of care services in accordance with the payment requirements under Section 4 above, and the attached Fee Schedule during the thirty (30) day period following such termination or cancellation, and at one hundred percent (100%) of billed charges for such continuity of care services rendered following such thirty (30) day period.

Section 19. CONFLICTS OF INTEREST.

(a) CONSULTANT agrees not to do and perform any services or refer services for treatment that are likely to result in a conflict between the interests of CITY and the interests of any third parties; provided, however, CONSULTANT and Physicians shall nonetheless provide the Services to CITY employees hereunder in the best interests of such patients.

(b) CONSULTANT agrees not to accept any employment or representation during the term of this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by CITY on any matter in connection with which Hospital or Group has been retained pursuant to this Agreement.

Section 20. ATTORNEYS' FEES. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 22. GOVERNING LAW. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. SEVERABILITY. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of Beverly Hills, California

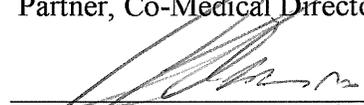
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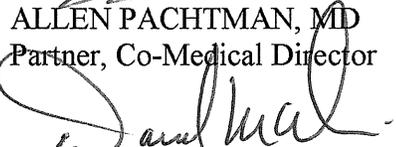
ATTEST:

\_\_\_\_\_(SEAL)  
BYRON POPE  
City Clerk

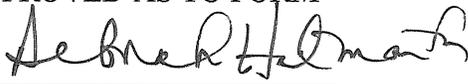
CONSULTANT: THE WESTCHESTER  
MEDICAL GROUP CENTER FOR HEART AND  
HEALTH

  
\_\_\_\_\_  
ROBERT REISS, M.D., F.A.C.P.  
Partner, Co-Medical Director

  
\_\_\_\_\_  
ALLEN PACHTMAN, MD  
Partner, Co-Medical Director

  
\_\_\_\_\_  
DAVID WEISS, M.D.  
Partner

APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/Chief Financial  
Officer

  
\_\_\_\_\_  
SANDRA OLIVENCIA  
Assistant Director of Administrative Services/  
Human Resources

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall perform the following services:

#### **I. MEDICAL SERVICES**

CITY's need for medical services and facilities encompass six (6) major areas:

- A. Pre-employment medical exams
- B. Commercial driver license physicals
- C. Post-exposure evaluation and treatment
- D. Specialized examinations and services such as: CAL-OSHA required immunizations, Fitness for Duty examinations, return to work medical examinations, court testimony, and other miscellaneous medical examinations as requested by CITY.

#### **II. RESPONSE-TIME EXPECTATIONS FOR THE VARIOUS SERVICES**

- Provide appointments within eight (8) calendar days.
- Schedule follow-up PPD tests within three days on the initial appointment.
- Provide post-offer employment physical examinations findings including lab results on the same day of the final examinations and follow-up written reports within three days (72 hours) of the examinations.

#### **III. PRE-EMPLOYMENT EXAMINATIONS**

##### **A. Group I-Safety Pre-placements:**

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
  - (Fire: See height/weight chart for requirement)
  - (Police: No height/weight requirement)
  - Body composition analysis
  - (Four-site Durnin/Womersley Method)
- (Fire: See body fat chart for requirement if height/weight not within range.)
  - (Police: No body fat requirement)
- Vision screening (far, near, peripheral, depth)
- (See vision page for reference. ETDRS vision equipment/chart should be available for re-testing when appropriate.)

- Color using Farnsworth D-15
- (Pass/fail for police & fire pre-placements. If failed all other testing should not be performed.)
- Hearing screening (500 Hz-8000 Hz)
  - (See hearing page for requirements.)
- TB screening
- Urinalysis
  - Urine Drug Testing 9-panel
  - (See drug screen components page.)
- Blood Panel (Complete chemistry panel, CBC, Lipid Profile, TSH)
- Resting EKG
- Stress EKG/Fitness Evaluation
  - (Firefighter stress test workload of  $\geq 12.0$  Mets must be achieved.)
  - (Police stress test workload of  $\geq 12.0$  Mets must be achieved.)
- Spirometry
- Chest x-ray (2 views)
- Comprehensive written report outlining follow up recommendations

**B. Group II-Field & Labor Pre-placements:**

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
- Vision screening (far, near, peripheral, depth, color using Farnsworth D-15)
  - (20/40 with or without correction for far and near visual acuity.)
- Hearing screening (500 Hz-8000 Hz)
- TB screening
- Urinalysis
  - Urine Drug Testing 9-panel
  - (See drug screen components page.)
- Blood Panel (Complete chemistry panel, CBC, Lipid Profile, TSH.)
- Resting EKG
- Spirometry
- Chest x-ray (2 views)

- Comprehensive written report outlining follow up recommendations

**C. Group III-Office & Clerical Pre-placements:**

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
- Vision screening (far, near, peripheral, depth, color using Farnsworth D-15)
  - (20/40 with or without correction for far and near visual acuity.)
- Hearing screening (500 Hz-8000 Hz)
- TB screening
- Urinalysis
- Comprehensive written report outlining follow up recommendations

**D. Commercial driver license physicals**

California Department of Motor Vehicle (“DMV”) driver certification medical examinations including drug screening.

**E. Post Exposure Evaluation and Treatment**

1. CITY Fire Department requires personnel to undergo a medical evaluation, treatment (if necessary), and disposition post exposure to the following infectious agents, including, but not limited to:

- a. Hepatitis B
  - i. Rapid testing for HBV antigen (source patient)
  - ii. HBV titer (employee) if not on file
- b. Hepatitis C
  - i. Rapid testing for HCV antibody (source patient and employee)
- c. HIV
  - i. Rapid testing for HIV antibody (source patient and employee)
- d. Tuberculosis
  - i. Prophylactic treatment (case dependent)
- e. Pertussis
  - i. Antibiotic therapy (case dependent)
- f. Syphilis
  - i. If HCV or HIV positive test results

b. Counseling by an Medical Doctor (“MD”) for all employees exposed to infectious agents.

c. All employees who have an exposure to a patient with positive findings (e.g. TB positive) should be followed up by an Infectious Disease boarded physician.

#### **F. Specialized examinations and services**

CAL-OSHA required immunizations, Fitness for Duty examinations, return to work medical examinations, court testimony, and other miscellaneous medical examinations as requested by CITY.

#### **G. Details of Fire Occupational Health Component**

CITY Fire Department requires a pre-employment screening to be performed on all newly hired employees. CONSULTANT shall perform each screen, which shall include, but may not be limited to:

1. hearing assessment
2. vision and color testing
  - a. Corrected visual acuity shall be 20/30 binocular or better. Confirmed by the Bailey-Love chart or similar.
  - b. Said acuity is not met unless four or five letters on the correlating line is read correctly.
  - c. Visual acuity corrected by surgery needs individual evaluation.
  - d. Strabismus, phorias, or corrected acuity of >20/30 or worse in one eye requires further evaluation. Anomalies of depth perception are not significant. Monocular vision (corrected visual acuity of 20/200 or worse in one eye) is unacceptable. Individuals who wear vision correction must have a visual acuity of at least 20/70 uncorrected, correctable to 20/30 or better.
  - e. Peripheral. Peripheral field of vision must be at least 70 degrees in the horizontal meridian of each eye.
  - f. Color. Color vision must be adequate to distinguish red, green, and yellow. Color vision is assessed with the Titmus Test.
  - g. Titmus Test #4, a yarn test, or other device to determine ability to distinguish red, green, and yellow.
3. CBC, Chemistry 20 Panel, Lipid Panel, Urine Drug Screen, Urine Analysis
4. For patients over 40 years of age:
  - Chest x-ray (2-view)
  - 12 lead EKG (stress)
5. Spirometry
6. Lumbar, Sacral, Thoracic, and Cervical Spine X-rays

7. QuantiFERON (QFT-Gold) or 2 Step TST test according to “Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005” CDC MMWR Recommendations, Dec. 2005.

8. HBV vaccination according to ‘OSHA Bloodborne Pathogen 1910.1030’.

9. Tetanus, diphtheria, pertussis (Tdap) booster.

10. Measles, mumps, rubella vaccine (as needed)

11. Varicella vaccine (as needed)

Measles, mumps, rubella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)

12. Varicella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)

13. Influenza vaccine (as available)

14. HIV & Hepatitis C screen (baseline)

All results to HCV and HIV are provided directly to the patient and will be maintained by the physician and the Department’s Designated Infection Control Officer as a highly confidential document and will not be forwarded to any other party unless mandated by public health statute. The purpose for said screenings is to serve as a baseline for perspective future employees.

15. CITY Fire Department requires personnel participation in a TB Surveillance Program according to “Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005” CDC MMWR Recommendations, Dec. 2005.

**IV. DRUG SCREEN COMPONENTS**

9- panel drug screen:	Screen cut-off (ng/mL)	Confirm cut-off (ng/mL)
• Amphetamines	300	
Amphetamine		300
Methamphetamine		300
• Barbiturates	300	200
• Benzodiazepines	300	150
• Cannabinoids	50	15
• Cocaine metabolite	300	150
• Methadone	300	300

- Methaqualone 300 300
- Opiates 2000
  - Codeine 2000
  - Morphine 2000
- PCP (Phencyclidine) 25 25

**V. SAFETY PRE-PLACEMENT VISION AND HEARING STANDARDS**

1. Firefighter Vision:
  - Each eye: 20/70 uncorrected, correctable to 20/30.
  - No waiver for contact lens wearers.
  - ETDRS vision testing should be used as re-check as needed.
  - Must pass Farnsworth D-15 color vision screening.
2. Police Officer Vision:
  - See P.O.S.T. medical screening manual at:  
<http://www.post.ca.gov/selection/medical.asp>
  - Must pass Farnsworth D-15 color vision screening.
3. Firefighter Hearing:
  - Average loss  $\leq 25$  dB between 0.5 to 3.0 kHz.
  - Peak loss  $\leq 30$  dB at 0.5 & 1.0 kHz, and  $\leq 40$ dB at 2.0 & 3.0 kHz
4. Police Officer Hearing:
  - See P.O.S.T. medical screening manual at:  
<http://www.post.ca.gov/selection/medical.asp>

**VI. DETAILS OF FIRE OCCUPATIONAL HEALTH COMPONENT**

Fire Department requires a pre-employment screening to be performed on all newly hired employees. CONSULTANT shall perform each screen, which shall include, but may not be limited to:

1. Hearing assessment
2. Vision and color testing
  - a. Corrected visual acuity shall be 20/30 binocular or better. Confirmed by the Bailey-Love chart or similar.
  - b. Said acuity is not met unless four or five letters on the correlating line is read correctly.
  - c. Visual acuity corrected by surgery needs individual evaluation.

- d. Strabismus, phorias, or corrected acuity of >20/30 or worse in one eye requires further evaluation. Anomalies of depth perception are not significant. Monocular vision (corrected visual acuity of 20/200 or worse in one eye) is unacceptable. Individuals who wear vision correction must have a visual acuity of at least 20/70 uncorrected, correctable to 20/30 or better.
  - e. Peripheral. Peripheral field of vision must be at least 70 degrees in the horizontal meridian of each eye.
  - f. Color. Color vision must be adequate to distinguish red, green, and yellow. Color vision is assessed with the Titmus Test.
  - g. Titmus Test #4, a yarn test, or other device to determine ability to distinguish red, green, and yellow.
3. CBC, Chemistry 20 Panel, Lipid Panel, Urine Drug Screen, Urine Analysis
  4. For patients over 40 years of age:
    - Chest x-ray (2-view)
    - 12 lead EKG (stress)
  5. Spirometry
  6. Lumbar, Sacral, Thoracic, and Cervical Spine X-rays
  7. QuantiFERON (QFT-Gold) or 2 Step TST test according to "Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005" CDC MMWR Recommendations, Dec. 2005.
  8. HBV vaccination according to 'OSHA Bloodborne Pathogen 1910.1030'.
  9. Tetanus, diphtheria, pertussis (Tdap) booster.
  10. Measles, mumps, rubella vaccine (as needed)
  11. Varicella vaccine (as needed)
    - Measles, mumps, rubella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)
  12. Varicella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)
  13. Influenza vaccine (as available)
  14. HIV & Hepatitis C screen (baseline)

All results to HCV and HIV are provided directly to the patient and will be maintained by the physician and the Department's Designated Infection Control Officer as a highly confidential document and will not be forwarded to any other party unless

mandated by public health statute. The purpose for said screenings is to serve as a baseline for perspective future employees.

15. CITY Fire Department requires personnel participation in a TB Surveillance Program according to “Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005” CDC MMWR Recommendations, Dec. 2005.

EXHIBIT B-1

FEE SCHEDULES

PROCEDURE	Costs
<p><b>Group I - Safety</b></p> <p>Comprehensive Medical Examination (See Group III)                      Comprehensive Blood Panel (UA, CBC, CMP, HDL, LDL, Liver Panel)                      Lumbar Sacral Spine X-Ray (5 views), C/S Spine                      Chest X-Ray (2 views)                      Hearing Test                      Vision Test                      Spirometry                      Resting Electrocardiogram</p>	<p>\$385.00</p>
<p><b>Group II - Field &amp; Labor</b></p> <p>Comprehensive Medical Examination (See Group III)                      Spirometry                      Resting Electrocardiogram                      Lumbar Sacral Spine X-Ray (5 views), C/S Spine                      Chest X-Ray (2 views)</p>	<p>\$350.00</p>
<p><b>Group III - Office &amp; Clerical</b></p> <p>Height and Weight Measurement                      Resting Blood Pressure/Heart Rate                      Cancer Detection Test                      Urine Drug Testing (per request)                      Strength, Flexibility and Posture Screening Test                      Comprehensive Written Report</p>	<p>\$175.00</p>

Upon CITY's request for additional services, CITY and CONSULTANT shall mutually agree in writing to the rates for such services.

\*Fees shall be effective for 1 (one) year, or until the Agreement is renewed. CONSULTANT may modify the rates by giving CITY thirty (30) days' prior written notice.

PROCEDURE	Hospital Fees
Urine Drug Screen (collection fee) - for cause. 9 drug panel.	\$40 for collection and analysis \$15 collection only.
Baseline Blood Panel (UA, CBC, BMP) - Group II, III	\$40
Comprehensive Blood Panel – Group I (UA, CBC, CMP, HDH, LDL, Blood Type, Liver Panel)	\$70
Audiogram	\$10
Chest X-ray	\$35 (one view); \$65 (two views)
C/S, L/S Spine X-ray (5 views each)	\$65 for c-Spine \$65 for LS Spine
EKG (resting)	\$30
Spirometry (pulmonary function tests)	\$25
Body Fat Analysis	\$10
DMV Exam (Driver’s License Exam) w/o drug screen	\$100 (no charge if part of Group 1 Physical)
Return to Work Examination	\$500 for all testing and first 60 minutes of physician time additional medical record review and analysis \$250 per hour)

**Additional charges as outlined in “Specialized examinations and services (Section 5 of RFP)”**

<b>PROCEDURE</b>	<b>Total Fees</b>
CAL-OSHA required immunizations Fitness for duty examinations	\$70 per vaccine \$500
Court testimony Other miscellaneous medical examinations as requested by City Group II, III	\$250 per hour (4-hour minimum) \$250 per hour
<b>Fire Occupational Health Components as outlined in attachment E</b>	
Fire Department Pre-Employment screening includes parts I-vi (except stress EKG)	\$385 (See Group I exam). See additional costs below for further testing and immunizations as needed.
iv: Stress ECG	\$150
vii: QuantiFeron (QFT-Gold) or two step TST)	\$125 \$45
VIII: HBV vaccination	\$70 per dose
ix: Tdap vaccination	\$75 per dose
x: MMR vaccination	\$45 per dose
xi: Varicella vaccination	\$65 per dose
xii: influenza vaccination	\$50 per dose
xiii: HIV/Hepatitis C screen	\$95
Commercial license physicals (DL-51) including drug screen	\$150

<b>Post Exposure evaluation and treatment</b>	
a. Fire Department Personnel	\$75 per visit plus charges for testing as outlined below:
i) Hepatitis B	
1. Rapid testing for HBV antigen (source patient)	\$26
2. HBV antibody titer employee if not on file	\$38
Group II, III	
ii) Hepatitis C	
1. Rapid testing for HBV antigen (source patient & employee)	\$45 each (\$90 for both)
iii) HIV	
1. Rapid testing for HBV antigen (source patient & employee)	\$50 per person
iv) Tuberculosis	
1. Prophylactic treatment (case dependent)	\$45 for two step TST
v) Pertussis	
1. Antibiotic therapy (case dependent)	\$35 for chest x-ray
vi) Syphilis	
1. If HCV or HIV positive test results	\$50 blood test for syphilis
b. Counseling by MD for all employees exposed to infectious agents	\$75 per visit
c. All employees who have an exposure to a patient with positive findings (e.g. TB positive) should be followed up by an infectious disease boarded physician	No charge, referral only.

<b>Work Related Injury Evaluation and Treatment</b>	
a. Providing initial treatment of job injuries or illnesses	\$100
b. City personnel undergo medical evaluation, treatment (if necessary), and disposition post work related injury.	\$100 per visit
c. Doctors recommendation as to ability to continue to perform job duties	\$500

<b>Work Related Injury Evaluation and Treatment</b>	
d. Determining if any restriction would impact on an employee's capability to perform his/her full job duties.	\$500
e. Determining compensability in questionable workers' compensation claims.	\$750
f. Monitoring disability status of employees by reviewing medical reports and calling for fazing or its agents in providing case status updates.**	\$150 per visit

## **EXHIBIT B-2**

### **Schedule of Payment**

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 Authorized Insurance Representative

AGENCY: \_\_\_\_\_  
 \_\_\_\_\_

TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND CEDARS SINAI MEDICAL CARE  
FOUNDATION FOR HEALTH SERVICES

NAME OF CONSULTANT: Cedars Sinai Medical Care Foundation

RESPONSIBLE PRINCIPAL  
OF CONSULTANT: Cynthia Litt  
Executive Director

CONSULTANT'S ADDRESS: 200 N. Robertson Blvd., Suite 101  
Beverly Hills, CA 90211  
Attention: Cynthia Litt, Executive Director

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Sandra Olivencia  
Assistant Director of Administrative  
Services/Human Resources

COMMENCEMENT DATE: October 1, 2008

TERMINATION DATE: September 30, 2009, unless extended  
pursuant to Section 7 of the Agreement

CONSIDERATION: Not to exceed \$50,000 per year,  
based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
BEVERLY HILLS AND CEDARS SINAI MEDICAL CARE  
FOUNDATION FOR HEALTH SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Cedars Sinai Medical Care Foundation, (hereinafter called "CONSULTANT").

RECITALS

A. CITY has undertaken to provide certain health services on behalf of its employees and prospective employees; and

B. CONSULTANT is principally engaged in the business of providing out-patient medical services at 200 North Robertson Boulevard, Suite 101, Beverly Hills, California 90211 (hereinafter "Offices"); and

C. CITY desires to retain CONSULTANT to provide professional medical services at the Offices (hereinafter "Medical Services"), as described more particularly hereinbelow.

D. CITY desires CONSULTANT to make available to its employees Medical Services (e.g., radiologist readings) by physicians ("Physicians") associated with CONSULTANT's Medical Group (hereinafter "Physician Services"), and to provide to its employees other Medical Services (collectively the "Services"), as appropriate and necessary, including, but not limited to:

NOW, THEREFORE, CITY hereby retains CONSULTANT, and CONSULTANT hereby agrees to perform the Services for CITY under the terms and conditions of this Agreement.

Section 1. CONSULTANT'S SERVICES. CONSULTANT shall perform the Physician Services and the Medical Services described in Exhibit A, attached hereto and incorporated herein by this reference, in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. RECORDS. CONSULTANT shall maintain records with regard to the operation of the Services, including, but not limited to, medical records as required by state and federal laws. In this regard, without limiting the generality or scope of the foregoing, CONSULTANT and CITY shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA regulations at 45 C.F.R. Parts 160-164.

Section 3. DATA AND INFORMATION. Subject to applicable state and federal (including HIPAA) laws and regulations concerning the confidentiality of medical records or patient identifiable or other protected health information:

(a) All data, information and records prepared for CITY and furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT pursuant to this Agreement as CITY deems appropriate;

(b) All data, information and records prepared by CONSULTANT under this Agreement are strictly confidential and shall not be disclosed in any manner by CONSULTANT without CITY's prior written consent, unless otherwise required by law or regulatory authority. Upon reasonable notice by CITY, CONSULTANT shall deliver any and all data, reports or similar documents to CITY.

(c) CONSULTANT shall administer the Services in full compliance with all applicable local, state and federal laws, rules and regulations.

Section 4. COMPENSATION AND PAYMENT.

(a) CITY shall pay CONSULTANT for all the Services rendered pursuant to this Agreement those fee amounts set forth in the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference ("Fee Schedule").

(b) CONSULTANT is expressly prohibited from billing or collecting fees from any individual referred to CONSULTANT by CITY for the Services.

(c) CONSULTANT shall submit a monthly invoice on a form approved by CITY setting forth in detail all of the Services rendered in the prior month under this Agreement. CITY shall pay CONSULTANT within thirty (30) working days of receipt of CONSULTANT's invoice for the Services rendered.

(d) The Fee Schedule shall be in effect for the first year of this Agreement. At least thirty days prior to the end of the first year (September 30, 2009), CONSULTANT shall submit to the CITY's Human Resources Manager the proposed fee schedule for the remainder of the term of this Agreement for the CITY's review and approval. If the fee schedule (or a fee schedule as amended by the parties) is approved by the Human Resources Manager, it shall be attached hereto and supercede the previously attached Fee Schedule. If the fee schedule is not approved, the CITY may terminate this Agreement as set forth in Section 19.

Section 5. ELIGIBILITY GUARANTEE. CITY shall supply its employees or prospective employees with a means of identifying themselves to CONSULTANT that indicates their eligibility for Physician Services and Medical Services. CONSULTANT shall make a good faith effort to confirm that the individual presenting an identification card or other form of identification is in fact the individual whose name appears on such identification. In the event that CITY incorrectly identifies or verifies an individual to be eligible for Physician Services and Medical Services. CITY shall remain obligated to pay CONSULTANT and Physicians for the Services rendered hereunder in accordance with the attached Fee Schedule.

Section 6. INSURANCE.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Medical Malpractice Insurance, with minimum limits of Three Million Dollars (\$3,000,000) per occurrence, combined single limit.

(c) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance covering the respective employees of CONSULTANT as required by law.

(d) CONSULTANT shall require that CONSULTANT and Physicians shall at all times hereunder maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a "B+" in the latest edition of Best's Insurance Reports.

(f) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein by this reference, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. CONSULTANT shall use its best efforts to cause the policies of insurance required by this Agreement to contain an endorsement naming CITY as an additional insured, so long as there is no additional premium cost to create such endorsement.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY.

(i) CONSULTANT shall require its subcontractors, including without limitation, Physicians and laboratories, which provide the Services under this Agreement, to maintain insurance coverage in compliance with this Section.

Section 7. TERM. This Agreement shall commence on October 1, 2008, and terminate on September 30, 2009, unless terminated sooner pursuant to Section 19 of this Agreement. This Agreement may be extended for three (3) additional one-year periods by mutual written consent of the parties.

Section 8. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 9. ASSIGNMENT. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 10. RESPONSIBLE PRINCIPAL(S)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 11. PERSONNEL. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 12. INTERESTS OF CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 13. INDEMNIFICATION. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 14. CITY'S RESPONSIBILITY. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Services. Such information shall include, where applicable: job analysis, patient name, date of birth, and gender for every appointment coordinated by CITY. CITY shall obtain all necessary authorizations for release of the aforementioned information.

Section 15. INFORMATION AND DOCUMENTS. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. CHANGES IN THE SCOPE OF WORK. The CITY shall have the right to order, in writing, changes in the scope of work or the Services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. NOTICE. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 18. TERMINATION.

(a) Either CONSULTANT or CITY may cancel this Agreement at any time upon five (5) days' written notice to the other parties. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any cancellation or termination, subject to any continuity of care services provided thereafter as described hereinbelow.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT or, Physicians, CITY shall pay CONSULTANT and Physicians full compensation for all the Services performed by each of them hereunder, each in an amount to be determined as follows: for work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT and Physicians shall each be paid an aggregate amount that reflects the aggregate services performed by each of them prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid to CONSULTANT and Physicians under the foregoing provisions of this paragraph exceed the amount which would be paid to each of them for the full performance of the Services required by this Agreement, subject to any additional payments for any continuity of care services as described hereinbelow.

CONSULTANT and Physicians shall each continue to provide the Services under this Agreement for CITY employees after the effective date of termination or cancellation, where such continuity of care is medically appropriate; and CITY shall compensate CONSULTANT and Physicians for such continuity of care services in accordance with the payment requirements under Section 4 above, and the attached Fee Schedule during the thirty (30) day period following

such termination or cancellation, and at one hundred percent (100%) of billed charges for such continuity of care services rendered following such thirty (30) day period.

Section 19. CONFLICTS OF INTEREST.

(a) CONSULTANT agrees not to do and perform any services or refer services for treatment that are likely to result in a conflict between the interests of CITY and the interests of any third parties; provided, however, CONSULTANT and Physicians shall nonetheless provide the Services to CITY employees hereunder in the best interests of such patients.

(b) CONSULTANT agrees not to accept any employment or representation during the term of this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by CITY on any matter in connection with which Hospital or Group has been retained pursuant to this Agreement.

Section 20. ATTORNEYS' FEES. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 21. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 22. GOVERNING LAW. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. SEVERABILITY. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 200\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

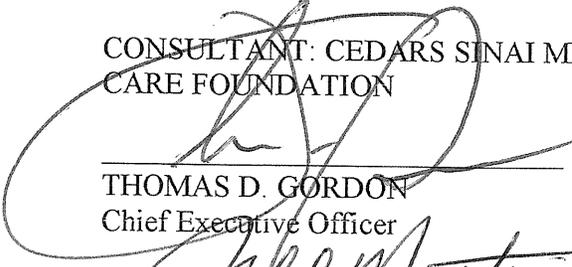
\_\_\_\_\_  
NANCY KRASNE  
Mayor of the City of  
Beverly Hills, California

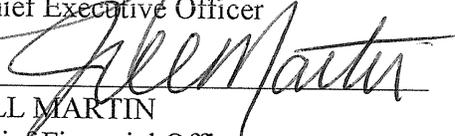
[Signatures continue]

ATTEST:

\_\_\_\_\_  
(SEAL)  
BYRON POPE  
City Clerk

CONSULTANT: CEDARS SINAI MEDICAL  
CARE FOUNDATION

  
\_\_\_\_\_  
THOMAS D. GORDON  
Chief Executive Officer

  
\_\_\_\_\_  
JILL MARTIN  
Chief Financial Officer

APPROVED AS TO FORM

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
SCOTT G. MILLER  
Director of Administrative Services/  
Chief Financial Officer

  
\_\_\_\_\_  
SANDRA OLIVENCIA  
Assistant Director of Administrative Services/  
Human Resources

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT shall perform the following services:

#### I. MEDICAL SERVICES NEEDED

CITY's need for medical services and facilities encompass six (6) major areas:

##### A. PRE-EMPLOYMENT EXAMINATIONS

###### PROTOCOLS

Exams are to be performed per services groupings in Exhibit B. Services listed below that are not in groupings defined in Exhibit B shall be provided at Unbundled Rates provided in Exhibit B. Such services shall be provided when specifically requested by CITY.

###### Group I-Safety Pre-placements:

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
- (Fire: See height/weight chart for requirement)
- (Police: No height/weight requirement)
- Body composition analysis
- (Four-site Durnin/Womersley Method)
- (Fire: See body fat chart for requirement if height/weight not within range.)
- (Police: No body fat requirement)
- Vision screening (far, near, peripheral, depth)
- (See vision page for reference. ETDRS vision equipment/chart should be available for re-testing when appropriate.)
- Color using Farnsworth D-15
- (Pass/fail for police & fire pre-placements. If failed all other testing should not be performed.)
- Hearing screening (500 Hz-8000 Hz)
- (See hearing page for requirements.)
- TB screening
- Urinalysis
- Urine Drug Testing 9-panel
- (See drug screen components page.)
- Blood Panel (Complete chemistry panel, CBC, Lipid Profile, TSH)
- Resting EKG

- Stress EKG/Fitness Evaluation
- (Firefighter stress test workload of > 12.0 Mets must be achieved.)
- (Police stress test workload of > 12.0 Mets must be achieved.)
- Spirometry
- Chest x-ray (2 views)
- Comprehensive written report outlining follow up recommendations

**Group II-Field & Labor Pre-placements:**

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
- Vision screening (far, near, peripheral, depth, color using Farnsworth D-15)
- (20/40 with or without correction for far and near visual acuity.)
- Hearing screening (500 Hz-8000 Hz)
- TB screening
- Urinalysis
- Urine Drug Testing 9-panel
- (See drug screen components page.)
- Blood Panel (Complete chemistry panel, CBC, Lipid Profile, TSH.)
- Resting EKG
- Spirometry
- Chest x-ray (2 views)
- Comprehensive written report outlining follow up recommendations

**Group III-Office & Clerical Pre-placements:**

- Physician examination (includes applicable cancer screening, resting blood pressure/heart rate)
- Height/Weight
- Vision screening (far, near, peripheral, depth, color using Farnsworth D-15)
- (20/40 with or without correction for far and near visual acuity.)
- Hearing screening (500 Hz-8000 Hz)
- TB screening
- Urinalysis
- Comprehensive written report outlining follow up recommendations

**B. COMMERCIAL DRIVER LICENSE PHYSICALS**

California Department of Motor Vehicle (“DMV”) driver certification medical examinations including drug screening.

**C. POST EXPOSURE EVALUATION AND TREATMENT**

1. CITY Fire Department requires personnel to undergo a medical evaluation, treatment (if necessary), and disposition post exposure to the following infectious agents, including, but not limited to:

- a. Hepatitis B
  - i. Rapid testing for HBV antigen (source patient)
  - ii. HBV titer (employee) if not on file
- b. Hepatitis C
  - i. Rapid testing for HCV antibody (source patient and employee)
- c. HIV
  - i. Rapid testing for HIV antibody (source patient and employee)
- d. Tuberculosis
  - i. Prophylactic treatment (case dependent)
- e. Pertussis
  - i. Antibiotic therapy (case dependent)
- f. Syphilis
  - i. If HCV or HIV positive test results

2. Counseling by an Medical Doctor (“MD”) for all employees exposed to infectious agents.

3. All employees who have an exposure to a patient with positive findings (e.g. TB positive) should be followed up by an Infectious Disease boarded physician.

**D. SPECIALIZED EXAMINATIONS AND SERVICES**

Specialized examinations and services such as: CAL-OSHA required immunizations, Fitness for Duty examinations, return to work medical examinations, court testimony, and other miscellaneous medical examinations as requested by CITY.

## II. DRUG TESTING SCREEN COMPONENTS

9- panel drug screen:	Screen cut-off (ng/mL)	Confirm cut-off (ng/mL)
• Amphetamines	300	
Amphetamine		300
Methamphetamine		300
• Barbiturates	300	200
• Benzodiazepines	300	150
• Cannabinoids	50	15
• Cocaine metabolite	300	150
• Methadone	300	300
• Methaqualone	300	300
• Opiates	2000	
Codeine		2000
Morphine		2000
• PCP (Phencyclidine)	25	25

## III. SAFETY OFFICER PRE-PLACEMENT VISION AND HEARING STANDARDS

1. Firefighter Vision:  
Each eye: 20/70 uncorrected, correctable to 20/30.  
No waiver for contact lens wearers.  
ETDRS vision testing should be used as re-check as needed.

Must pass Farnsworth D-15 color vision screening.

2. Police Officer Vision:  
See P.O.S.T. medical screening manual at:  
<http://www.post.ca.gov/selection/medical.asp>

Must pass Farnsworth D-15 color vision screening.

3. Firefighter Hearing:  
Average loss  $\leq$  25 dB between 0.5 to 3.0 kHz.  
Peak loss  $\leq$  30 dB at 0.5 & 1.0 kHz, and  $\leq$  40dB at 2.0 & 3.0 kHz

4. Police Officer Hearing:  
See P.O.S.T. medical screening manual at:  
<http://www.post.ca.gov/selection/medical.asp>

#### IV. DETAILS OF FIRE DEPARTMENT PRE-EMPLOYMENT SCREENING

Fire Department requires a pre-employment screening to be performed on all newly hired employees. CONSULTANT shall perform each screen, which shall include, but may not be limited to:

1. Hearing assessment
2. Vision and color testing
  - a. Corrected visual acuity shall be 20/30 binocular or better. Confirmed by the Bailey-Love chart or similar.
  - b. Said acuity is not met unless four or five letters on the correlating line is read correctly.
  - c. Visual acuity corrected by surgery needs individual evaluation.
  - d. Strabismus, phorias, or corrected acuity of 20/50 or worse in one eye requires further evaluation. Anomalies of depth perception are not significant. Monocular vision (corrected visual acuity of 20/200 or worse in one eye) is unacceptable. Individuals who wear hard contact lenses or spectacles must have a visual acuity of at least 20/100 in each eye, uncorrected.
  - e. Peripheral. Peripheral field of vision must be at least 70 degrees in the horizontal meridian of each eye.
  - f. Color. Color vision must be adequate to distinguish red, green, and yellow. Color vision is assessed with the Titmus Test.
  - g. Titmus Test #4, a yarn test, or other device to determine ability to distinguish red, green, and yellow.
3. CBC, Chemistry 20 Panel, Lipid Panel, Urine Drug Screen, Urine Analysis
4. For patients over 40 years of age:
  - Chest x-ray (2-view)
  - 12 lead EKG (stress)
5. Spirometry

6. Lumbar, Sacral, Thoracic, and Cervical Spine X-rays
7. QuantiFERON (QFT-Gold) or 2 Step TST test according to “Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005” CDC MMWR Recommendations, Dec. 2005.
8. HBV vaccination according to ‘OSHA Bloodborne Pathogen 1910.1030’.
9. Tetanus, diphtheria, pertussis (Tdap) booster.
10. Measles, mumps, rubella vaccine (as needed)
11. Varicella vaccine (as needed)
  - Measles, mumps, rubella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)
12. Varicella boosters (subsequent to a negative titer) or vaccination (in the event that the employee has never been vaccinated for said viruses)
13. Influenza vaccine (as available)
14. HIV & Hepatitis C screen (baseline)
  - All results to HCV and HIV are provided directly to the patient and will be maintained by the physician and the Department’s Designated Infection Control Officer as a highly confidential document and will not be forwarded to any other party unless mandated by public health statute. The purpose for said screenings is to serve as a baseline for perspective future employees.
15. CITY Fire Department requires personnel participation in a TB Surveillance Program according to “Guidelines for Preventing the Transmission of M. Tuberculosis in Health Care Settings, 2005” CDC MMWR Recommendations, Dec. 2005.

**V. RESPONSE-TIME EXPECTATIONS FOR THE VARIOUS SERVICES**

- A. Consultant shall provide appointments within eight (8) calendar days.
- B. Consultant shall schedule follow-up PPD tests within three days on the initial appointment.
- C. Consultant shall provide post-offer employment physical examinations findings including lab results on the same day of the final examinations and follow-up written reports within three days (72 hours) of the examinations.

EXHIBIT B

FEE SCHEDULES

SCHEDULE A – Bundled

PROCEDURE	COST
<p><b>GROUP I – Safety</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Medical Examination</li> <li>• Comprehensive Blood Panel</li> <li>• Lumbar Sacral Spine X-ray</li> <li>• C/S Spine</li> <li>• Chest X-ray</li> <li>• Hearing Test</li> <li>• Vision Test</li> <li>• Spirometry</li> <li>• Resting Electrocardiogram</li> <li>• TB Test</li> </ul>	<p><b>TOTAL = \$825</b></p>
<p><b>GROUP II – Field and Labor</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Medical Examination</li> <li>• Spirometry</li> <li>• Resting Electrocardiogram</li> <li>• Lumbar Sacral Spine X-ray</li> <li>• C/S Spine X-ray</li> <li>• Chest X-ray</li> <li>• TB Test</li> </ul>	<p><b>TOTAL = \$475</b></p>
<p><b>GROUP III – Office and Clerical</b></p> <ul style="list-style-type: none"> <li>• Height and Weight Measurement</li> <li>• Resting Blood Pressure/Heart Rate</li> <li>• Cancer Detection Test</li> <li>• Urine Drug Testing (per request)</li> <li>• Strength, Flexibility and Posture Screening Test</li> <li>• Comprehensive Written Report</li> <li>• TB Test</li> </ul>	<p><b>TOTAL = \$265</b></p>

**FEE SCHEDULE EXHIBIT B (Unbundled)**

<b>PROCEDURE</b>	<b>CSMCF/CSMG FEES</b>	<b>MD/Other Contracted Fees</b>
Urine Drug Screen (collection fee) – for cause <sup>1</sup>		\$89
Baseline Blood Panel	\$22	
Comprehensive Blood Panel – Group I	\$40	
Audiogram <sup>2</sup>		n/a
Chest X-ray	\$61	
C/S Spine X-ray	\$67	
Lumbar Sacral X-ray	\$89	
Resting EKG	\$42	
Spirometry	\$62	
Body Fat Analysis	\$20	
DMV Exam (Driver’s License Exam)	\$271	
Respiratory Exam	\$499	
Return to Work Examination	\$161	

All other services not listed elsewhere in this Exhibit B shall be reimbursed at ninety percent (90%) of CONSULTANT’s billed charges.

<sup>1</sup> Please note that this fee is for Urine Toxin Screen for 9 drugs

<sup>2</sup> Audiogram is not provided by CSMCF/CSMG. Please refer to “Consultant Qualifications”, Item 5 – Specialized Services.



**EXHIBIT C**

**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

- A.
- B.
- C.

**ADDRESS**

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_