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**File ID:** 2026-01008

6/9/2026

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**[Contract] Mobile Integrated Health (MIH) Program Advanced Providers**

File ID: 2026-01008

**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) increasing the not-to-exceed amount to \$269,000 for the Fire Department's collective advanced provider services under Request for Proposal (RFP) No. P26121441001 for the Sacramento Fire Department Mobile Integrated Health (MIH) Program; and 2) authorizing the City Manager or designee to execute the Professional Services Agreement with Michelle Wong for advanced provider services in an amount not-to-exceed \$67,200 for the MIH Program.

**Contact:** Ryan Tweltridge, Assistant Chief, (916) 767-2350, rtweltridge@sfd.cityofsacramento.org, Fire Department

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-PRC004134 Platinum Empire Group, Inc., dba Platinum Healthcare Staffing
- 3-PRC004226 Naborly Nursing, Inc
- 4-PRC004301 Michelle Wong
- 5-RFP No. P26121441001 - Fire Department Mobile Integrated Health Program

**Description/Analysis**

**Issue Detail:** In December 2025, Fire Department staff posted the Request for Proposal (RFP) for the procurement of Advanced Practitioner services under RFP No. P26121441001 for the MIH Program in an amount not to exceed \$208,000. The RFP was posted for 30 days on the City's PlanetBids solicitation website, and the Fire Department received multiple proposals in response. Proposals were evaluated based on interview and written submission, experience and qualifications, methodology and approach to work, and project work plan and schedule. Due to the operational need for consistent staffing and the program's anticipated requirement for up to eight advanced providers, the bid was awarded to three bidders: Naborly Nursing, Inc., Platinum Services, and Michelle Wong.

The MIH Program has an ongoing need for consistent staffing of advanced practitioners to maintain

the program's operations. The MIH Program relies on part-time Nurse Practitioners and Physician Assistants to support a community-based healthcare model focused on improving patient outcomes, reducing emergency department utilization, and expanding access to care for vulnerable populations through in-field clinical evaluations, Medication-Assisted Treatment (MAT), and coordinated follow-up care.

The Fire Department currently has fully executed contractual agreements with Naborly Nursing, Inc (PRC004226) and Platinum Empire Group, Inc., dba Platinum Healthcare Staffing (PRC004134), with not-to-exceed amounts of \$84,000 and \$115,000, respectively for a cumulative amount of \$199,000 in executed agreements for advanced provider services under RFP No. P26121441001 for the MIH Program. The pending contract with Michelle Wong is projected at approximately \$70,000. Execution of the agreement with Michelle Wong would bring the cumulative amount in executed agreements for advanced provider services under RFP No. P26121441001 for the MIH Program to \$269,000. Execution of the agreement with Michelle Wong would cause the cumulative value of the agreements under RFP No. P26121441001 for the MIH Program to exceed the City's \$249,000 administrative threshold, requiring City Council authorization for staff to proceed. Staff recommends that the City Council increase the not-to-exceed amount under RFP No. P26121441001 for the MIH Program from \$208,000 to \$269,000 and authorize the City Manager or designee to execute the agreement with Michelle Wong, to maintain sufficient funding for the Department to staff advanced practitioners as necessary for continuation of the MIH Program.

**Policy Considerations:** The first two agreements were executed under City of Sacramento Charter 3.56.080 (Authority of City Manager). Subject to the availability of funds and the procedures set forth in this chapter, the City Manager or designee is authorized to bind the City, by written contract or purchase order, involving an expenditure under \$250,000 in any one transaction, without first advertising or obtaining specific authorization by the City Council, for the purchase of supplies or nonprofessional services for the City.

Staff is requesting an increased not-to-exceed amount requiring City Council approval per City of Sacramento Charter 3.56.090. All contracts for supplies or nonprofessional services involving an expenditure of \$250,000 or more shall be awarded by the City Council. Such contracts shall be formal written agreements executed by the City Manager or designee on behalf of the City. The signature by the City Manager or designee constitutes their certification that there remain unexpended and unapplied balances of the appropriations or funds applicable to the contract sufficient to pay the estimated expense of executing the contract.

**Economic Impacts:** None.

**Environmental Considerations:** Ongoing administrative maintenance activities, such as purchases of supplies, equipment, or materials which are not made for purposes of a public construction project, do not constitute a "project" and are exempt from the California Environmental Quality Act (CEQA)

CEQA Guidelines, Section 15061(b) (3), 15378(b) (2).

**Sustainability:** None.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** The Department of Health Care Services (DHCS) has confirmed that opioid settlement funds may be used by local jurisdictions to procure advanced practitioners as part of approved opioid remediation activities. Through the California State-Subdivision Agreements and subsequent DHCS guidance, cities and counties are authorized to utilize settlement revenues for initiatives that address opioid use disorders, expand access to care, and implement evidence-based community interventions. The MIH Program, particularly its deployment of Nurse Practitioners and Physician Assistants to deliver in-field clinical services, MAT, and care coordination, meets the allowable expenditure criteria outlined in DHCS technical assistance materials and guidance letters.

The City is projected to receive substantial opioid settlement revenues over the next decade from multiple statewide agreements, including settlements with Allergan, CVS, Janssen, Teva, Distributors, Walmart, Walgreens, and Kroger. These funds are distributed annually through various accounts, such as the CA Subdivision Fund and CA Abatement Accounts Fund—each with defined reporting and oversight requirements enforced by DHCS. Leveraging these long-term settlement revenues to support MIH advanced-provider staffing ensures program stability, aligns with settlement mandates, and strengthens the City’s capacity to respond to the opioid crisis through sustainable, community-based healthcare delivery.

**Financial Considerations:** Sufficient funding is available for these contracts through the Department’s California Opioid Settlement funds.

**Local Business Enterprise (LBE):** Local Business Enterprise evaluation preference was offered in RFP26121441001; however, all bidders responded with “not applicable.”

**Background:** In December 2025, Fire Department staff posted the Request for Proposal (RFP) for the procurement of Advanced Practitioner services under RFP No. P26121441001. The RFP was posted for 30 days on the City’s PlanetBids solicitation website, and the Fire Department received multiple proposals in response. Proposals were evaluated based on interview and written submission, experience and qualifications, methodology and approach to work, and project work plan and schedule. Due to the operational need for consistent staffing and the program’s anticipated requirement for up to eight advanced providers, the bid was awarded to multiple bidders: Naborly Nursing, Inc., Platinum Services, and Michelle Wong.

The Fire Department currently has fully executed contracts with Naborly Nursing, Inc (PRC004226) and Platinum Empire Group, Inc., dba Platinum Healthcare Staffing (PRC004134), with not-to-

exceed amounts of \$84,000 and \$115,000, respectively. The pending contract with Michelle Wong is projected at approximately \$70,000. Staff recommend amending the current total not-to-exceed amount from \$208,000 to \$269,000 to maintain sufficient funding for the Fire Department to staff advanced practitioners as necessary for continuation of the MIH Program.

CONTRACT #: | PRC004134 |  
CONTRACT NAME: | Mobile Integrated Health (MIH) Program |  
AGREEMENT TERM: | One Year from Execution Date |  
AUTHORIZED RENEWALS: | Four additional one-year terms |  
DEPARTMENT/DIVISION: | Fire/EMS |

PROJECT: | N/A |  
NOT-TO-EXCEED AMOUNT: | \$115,000 |  
SOLICITATION: | P26121441001 |  
LBE (Y/N): | N |

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT\***

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**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Platinum Empire Group, Inc dba Platinum Healthcare Staffing*  
*2430 Amsler Street, Suite B*  
*Torrance, CA 90505*  
*310-821-5888/888-772-5757/hr@platinumhealthcarestaffing.com*

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A (“Services”).

Contractor will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

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**\* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.**

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

*Facilities include EMS Headquarters - 3230 J Street Sacramento, CA 95816, CMS Station 140 - 1591 Newborough Drive Sacramento, CA and potentially other Sacramento Firehouses located in Sacramento, CA.*

*Sacramento Fire will provide all equipment used for anticipated services including:*

*Acetaminophen 325mg/1pill (Packs of 2 pills)  
Medique Diphen Allergy Caplets, 25mg, Pk/1, Box of 200  
Ceftriaxone, 1gm Powder Vial  
Dermabond Advanced Topical Skin Adhesive, 0.7ml  
Medi-First Ibuprofen, 200 mg Tablets, Pk/2, (250 Packs of 2)  
SplashCap Wound Irrigation Shield  
Ketorolac Tromethamine, 30mg/1mL (30mg/1ml) Vial  
Medique Antacid, 420 mg Tablets, Pk/2 (250 Packs of 2)  
Pro Advantage Urine hCG Pregnancy Cassette Device  
Needle, 25 GA x 1"  
Non Adherent Pad, 3" x 4", Sterile  
Non Adherent Pad, 3" x 8", Sterile  
Pro Advantage Strep A Test  
Scalpel, Disposable, #11 Blade  
3M Steri-Strip Compound Benzoin Tincture, 0.6ml  
Tetracaine HCL 0.5%, 4ml Drops  
Petrolatum Gauze Dressing 5" x 9"  
Xylocaine/Epinephrine, 1-0.001%, 20ml Vial  
3M STERI-STRIP, ¼" x 1 ½" (Packs of 6)  
3M STERI-STRIP, ¼" x 3" (Packs of 3)  
3M STERI-STRIP, 1/8" x 3" (Packs of 5)  
Hydrogen Peroxide, 4 oz. Bottle  
CURITY Non-Adhering Dressing, 3" x 8"  
Triple Antibiotic Ointment, Foil Pack, 1/32 oz.  
SPECIMEN CONTAINER 4OZ, NON-STERILE, PK/25  
Afrin Nasal Spray, 0.05%, 15 ml  
Nose Clip  
Lidocaine 5%, 700 mg Patch, 30 Patches  
Prolene Suture 6-0, 18," Non-Absorbable PC-1, .75 Circle Needle, Blue  
Ethicon Sutures, Size 5-0, 18" Black Monofilament, Needle PC-5, Bx/112  
Dynarex Suture Removal Kit, Sterile  
TRAY, SUTURE REMOVAL, METAL IRIS, FORCEPS  
Gentell Xeroform Petrolatum Gauze Dressing 1" x 8"  
Sterile Wound Stapler, 35 Reg, Disposable*

*Laceration Tray with Stainless Steel Instruments, Sterile*  
*Dexamethasone Sodium Phosphate Injection, 20mg/5ml Vial*  
*MULTISTIX 10 SG*  
*Staple Removal Kit*  
*Dynarex Non-Adherent Pad 2" x 3", Sterile*  
*BD E-Z Scrub, Surgical Scrub Brush/Sponge, 3% PCMX, Blue*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Jack Bastida/Contract & Compliance Specialist  
5770 Freeport Blvd Ste. 200 Sacramento, CA 95822  
Phone:(916)309-9855/E-mail: jbastida@sfd.cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Rajat Bhattacharya/Executive Vice President  
2430 Amsler Street, Suite B  
Torrance, CA 90505  
310-821-5888/888-772-5757/ Email: rfp@platinumhealthcarestaffing.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Time of Performance.** The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code. \_\_\_ yes X no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$115,000 . The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by Contractor must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

-- Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

X  No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

X  Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

**6. Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is  Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**16. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**17. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
  - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
  - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
  - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## EXHIBIT E

### ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT F

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### 1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms defined in HIPAA, including, but not limited to, "Business Associate," "Covered Entity," "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), and "Breach."

- A. Breach: A "Breach" refers to the impermissible use or disclosure of PHI that compromises its security or privacy, unless the Covered Entity or Business Associate can demonstrate a low probability that the PHI has been compromised based on a risk assessment. Examples include data theft or loss of unencrypted devices containing PHI.
  
- B. Business Associate: A "Business Associate" is any person or entity that performs functions or activities on behalf of, or provides services to, a Covered Entity that involve the use or disclosure of Protected Health Information (PHI). Examples include third-party billing companies, cloud storage providers, or IT service providers who handle PHI.
  
- C. Covered Entity: A "Covered Entity" refers to health plans, healthcare clearinghouses, and healthcare providers who transmit any health information in electronic form in connection with transactions covered by HIPAA. These entities are directly responsible for protecting the privacy and security of patient information.
  
- D. Electronic Protected Health Information (ePHI): "ePHI" is any PHI that is created, stored, transmitted, or received electronically. This includes digital records, emails containing patient data, and electronic billing information. ePHI is subject to additional security requirements under the HIPAA Security Rule.

- E. Protected Health Information (PHI): "PHI" is any information, whether oral or recorded in any form, that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse, and relates to the past, present, or future physical or mental health condition of an individual, the provision of healthcare, or payment for healthcare. PHI can include names, addresses, birthdates, Social Security numbers, and medical records.

**2. Obligations and Activities of Business Associate.**

- A. Use and Disclosure of PHI: The Business Associate may only use or disclose PHI as necessary to perform services outlined in the underlying service agreement or as required by law, but not in a manner that violates HIPAA regulations.
- B. Safeguards: The Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement, including compliance with HIPAA's Security Rule (45 CFR Part 164 Subpart C) for ePHI.
- C. Mitigation: The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Agreement.
- D. Reporting: The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, in compliance with 45 CFR 164.410.
- E. Subcontractors: The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Agreement.
- F. Access to PHI: The Business Associate agrees to provide access to PHI in a designated record set, as necessary, to fulfill the Covered Entity's obligations under 45 CFR 164.524.
- G. Amendments to PHI: The Business Associate agrees to make any amendments to PHI in a designated record set as directed by the Covered Entity, pursuant to 45 CFR 164.526.
- H. Accounting of Disclosures: The Business Associate agrees to document and make available an accounting of disclosures of PHI as required under 45 CFR 164.528.

- I. Compliance with Law: The Business Associate shall comply with the requirements of the HIPAA Rules that apply to business associates, including any amendments to HIPAA or other laws that affect this Agreement.

**3. Permitted Uses and Disclosures by Business Associate.** The Business Associate may:

- A. Use or disclose PHI to perform the services as set forth in the service agreement between the Covered Entity and Business Associate, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
- B. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law or the Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used only for its intended purpose.
- C. Use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

**4. Term and Termination.**

- A. Term: This Agreement shall remain in effect until the termination of the service agreement or as otherwise provided by law.
- B. Termination for Cause: The Covered Entity may terminate this Agreement if the Business Associate materially breaches this Agreement.
- C. Obligations Upon Termination: Upon termination, the Business Associate shall return or destroy all PHI received from, or created on behalf of, the Covered Entity. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further use and disclosures to those purposes that make return or destruction infeasible.

**5. Miscellaneous.**

- A. Amendment: This Agreement may only be amended in writing, signed by both parties.
- B. Survival: The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement with respect to PHI that cannot feasibly be returned or destroyed.
- C. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**Attachment 1 to Exhibit A**  
**Scope of Services**  
**Mobile Integrated Health (MIH) Unit**

A. CONTRACTOR, through the Mobile Integrated Health (MIH) Unit, shall provide in-field medical care and care coordination services as directed by the CITY. The MIH program is designed to reduce unnecessary use of emergency departments (EDs) and 911 services, improve access to long-term treatment, and support public safety and managed care system goals.

1. CONTRACTOR shall provide services under medical oversight as required by applicable law, and in collaboration with the CITY's public safety, behavioral health, and care coordination partners.
2. CONTRACTOR may serve as a petitioner in CARE Court proceedings (Community Assistance, Recovery, and Empowerment Court), pursuant to California Welfare and Institutions Code § 5970 et seq., and may assist in identifying, evaluating, and documenting individuals potentially eligible for CARE Court, AOT (Assisted Outpatient Treatment), or conservatorship.

B. CONTRACTOR's responsibilities will include:

1. Field-Based Evaluation and Medication-Assisted Treatment (MAT).  
CONTRACTOR will identify, evaluate, and initiate or continue MAT in community settings for individuals with opioid and/or alcohol use disorders. Services shall include:
  - Administration of medications such as buprenorphine or naltrexone;
  - Coordination with pharmacy partners for continuity of care;
  - Education and harm reduction counseling;
  - Linkage to long-term treatment programs.
2. High Utilizer Engagement and EMS/ED Diversion.  
CONTRACTOR will focus on individuals who are high-frequency users of 911, EMS, and ED systems. Services include:
  - Case management and outreach to identified high utilizers;
  - In-field care planning to prevent unnecessary transport;
  - Referrals to non-emergency destinations and social services.
3. "Fit for Incarceration" Evaluations.  
Upon CITY request, CONTRACTOR shall conduct field-based medical assessments of individuals in police custody to determine medical fitness for

incarceration and make appropriate recommendations for diversion or treatment as necessary.

4. Treatment of Low-Acuity Conditions.

CONTRACTOR may provide in-field treatment for minor medical issues, including but not limited to:

- Wound care;
- Pain management (non-narcotic);
- Management of chronic disease symptoms;
- Basic diagnostics (e.g., blood pressure, glucose monitoring, withdrawal scoring tools).

5. Managed Care Plan Coordination.

CONTRACTOR may coordinate with Medi-Cal managed care plans and other payer partners to support field-based care, case management, and post-acute follow-up. This includes assisting in reporting metrics, supporting in-lieu-of-services (ILOS) models, and ensuring continuity of care.

6. Legal and Court Support Functions.

When directed by the CITY, CONTRACTOR may:

- Be requested to appear in court proceedings as a clinical witness or petitioner for CARE Court or related behavioral health processes;
- Prepare and submit evaluations and declarations using required forms;
- Coordinate with regional partners on case management.

7. Documentation and Compliance.

CONTRACTOR shall document all services rendered in the CITY's electronic patient care record (ePCR) or health record system and maintain all records and information contained therein in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and federal regulations related thereto in addition to any and all applicable federal, state, or local laws.

### C. Confidentiality

During and after the term of this Agreement, CONTRACTOR shall not disclose to any third party any records, reports, communications, or data related to CITY operations, procedures, or individual cases that have been marked or identified as confidential, without the express written permission of the Director of the CITY's [Department of Emergency Services / Department of Community Response], or their designee.

#### D. Background Checks and Pre-Employment Screening

Prior to assignment under this Agreement, CONTRACTOR shall ensure that all personnel providing services to the CITY have successfully completed a Department of Justice (DOJ) Live Scan criminal background check. CONTRACTOR shall be responsible for all costs associated with the Live Scan process.

CONTRACTOR shall ensure that all personnel providing services to the CITY complete a urine drug screening demonstrating they are free from the unlawful use of controlled substances. Such screening shall be completed prior to any individual's start of work under this Agreement and shall be repeated thereafter if required by applicable law or CITY policy.

CONTRACTOR shall maintain records verifying completion of the DOJ Live Scan and drug screening requirements and shall make such records available to the CITY for audit or verification upon request, consistent with applicable privacy and employment laws.

Personnel who fail to meet these requirements shall not be assigned to perform services under this Agreement.

ATTACHMENT 1 TO EXHIBIT B

PAYMENT

CONTRACTOR will be reimbursed at the hourly rates:

- Nurse Practitioner \$125.00
- Physician Assistant: \$95.00

Note: Rates are all inclusive. There will be no additional compensation given (i.e. travel expenses, etc.)

CONTRACT #: [PRC004226]  
CONTRACT NAME: [Mobile Integrated Health (MIH) Program- Naborly ]  
AGREEMENT TERM: [May 4<sup>th</sup>, 2026- May 4<sup>th</sup>-2027]  
AUTHORIZED RENEWALS: [Four additional one-year terms ]  
DEPARTMENT/DIVISION: [Fire/EMS ]

PROJECT: [N/A ]  
NOT-TO-EXCEED AMOUNT: [\$84,000 ]  
SOLICITATION: [P26121441001 ]  
LBE (Y/N): [N ]

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT\***

**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Naborly Nursing Inc.*  
*100 Oceangate, Suite 1200*  
*Long Beach, CA 90802*  
[310-759-9799/562-553-7624/courtney@naborlynursing.com](mailto:310-759-9799/562-553-7624/courtney@naborlynursing.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective May 4<sup>th</sup>, 2026.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A (“Services”).

Contractor will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

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\* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

*Facilities include EMS Headquarters - 3230 J Street Sacramento, CA 95816, CMS Station 140 - 1591 Newborough Drive Sacramento, CA and potentially other Sacramento Firehouses located in Sacramento, CA.*

*Sacramento Fire will provide all equipment used for anticipated services including:*

*Acetaminophen 325mg/1pill (Packs of 2 pills)  
Medique Diphen Allergy Caplets, 25mg, Pk/1, Box of 200  
Ceftriaxone, 1gm Powder Vial  
Dermabond Advanced Topical Skin Adhesive, 0.7ml  
Medi-First Ibuprofen, 200 mg Tablets, Pk/2, (250 Packs of 2)  
SplashCap Wound Irrigation Shield  
Ketorolac Tromethamine, 30mg/1mL (30mg/1ml) Vial  
Medique Antacid, 420 mg Tablets, Pk/2 (250 Packs of 2)  
Pro Advantage Urine hCG Pregnancy Cassette Device  
Needle, 25 GA x 1"  
Non Adherent Pad, 3" x 4", Sterile  
Non Adherent Pad, 3" x 8", Sterile  
Pro Advantage Strep A Test  
Scalpel, Disposable, #11 Blade  
3M Steri-Strip Compound Benzoin Tincture, 0.6ml  
Tetracaine HCL 0.5%, 4ml Drops  
Petrolatum Gauze Dressing 5" x 9"  
Xylocaine/Epinephrine, 1-0.001%, 20ml Vial  
3M STERI-STRIP, ¼" x 1 ½" (Packs of 6)  
3M STERI-STRIP, ¼" x 3" (Packs of 3)  
3M STERI-STRIP, 1/8" x 3" (Packs of 5)  
Hydrogen Peroxide, 4 oz. Bottle  
CURITY Non-Adhering Dressing, 3" x 8"  
Triple Antibiotic Ointment, Foil Pack, 1/32 oz.  
SPECIMEN CONTAINER 4OZ, NON-STERILE, PK/25  
Afrin Nasal Spray, 0.05%, 15 ml  
Nose Clip  
Lidocaine 5%, 700 mg Patch, 30 Patches  
Prolene Suture 6-0, 18," Non-Absorbable PC-1, .75 Circle Needle, Blue  
Ethicon Sutures, Size 5-0, 18" Black Monofilament, Needle PC-5, Bx/112  
Dynarex Suture Removal Kit, Sterile  
TRAY, SUTURE REMOVAL, METAL IRIS, FORCEPS  
Gentel Xeroform Petrolatum Gauze Dressing 1" x 8"  
Sterile Wound Stapler, 35 Reg, Disposable  
Laceration Tray with Stainless Steel Instruments, Sterile*

*Dexamethasone Sodium Phosphate Injection, 20mg/5ml Vial*  
*MULTISTIX 10 SG*  
*Staple Removal Kit*  
*Dynarex Non-Adherent Pad 2" x 3", Sterile*  
*BD E-Z Scrub, Surgical Scrub Brush/Sponge, 3% PCMX, Blue*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Jack Bastida/Contract & Compliance Specialist  
5770 Freeport Blvd Ste. 200 Sacramento, CA 95822  
Phone:(916)309-9855/E-mail: jbastida@sfd.cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Courtney Naborly  
100 Oceangate, Suite 1200  
Long Beach, CA 90802  
Phone:(310)759-9799/562-553-7624/Email: courtney@naborlynursing.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Time of Performance.** The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.  yes  no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$84,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by Contractor must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of negligence from: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor. The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation

insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

**6. Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is  Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

**8. Waiver of Subrogation.** With respect to any loss due to CONTRACTOR's negligence, CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may

acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation with this provision applying upon the City receiving a waiver of subrogation endorsement from an insurer.

**9. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

**10. Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

**11. Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice. If CITY later lifts the suspension of Contractor's performance hereunder, then Contractor's subsequent performance is subject to limitation by Contractor based on Contractor's then-existing availability and circumstances.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

D. The Contractor shall have the right to terminate this Contract at any time by giving fourteen (14) days of written notice of termination to CITY. On the stated date of termination, Contractor shall immediately cease performance under this Contract as specified in the notice. If the Contractor terminates this Contract:

(1) Contractor shall, not later than five days after issuance of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**16. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**17. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled

“Equal Opportunity in Federal Employment”, as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the “Regulations.”

- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
  - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City’s interests.

**18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the

terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
22. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
23. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
24. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
25. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
26. **Debarment Certification**
  - A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury

under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## EXHIBIT E

### ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT F

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### 1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms defined in HIPAA, including, but not limited to, "Business Associate," "Covered Entity," "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), and "Breach."

- A. Breach: A "Breach" refers to the impermissible use or disclosure of PHI that compromises its security or privacy, unless the Covered Entity or Business Associate can demonstrate a low probability that the PHI has been compromised based on a risk assessment. Examples include data theft or loss of unencrypted devices containing PHI.
  
- B. Business Associate: A "Business Associate" is any person or entity that performs functions or activities on behalf of, or provides services to, a Covered Entity that involve the use or disclosure of Protected Health Information (PHI). Examples include third-party billing companies, cloud storage providers, or IT service providers who handle PHI.
  
- C. Covered Entity: A "Covered Entity" refers to health plans, healthcare clearinghouses, and healthcare providers who transmit any health information in electronic form in connection with transactions covered by HIPAA. These entities are directly responsible for protecting the privacy and security of patient information.
  
- D. Electronic Protected Health Information (ePHI): "ePHI" is any PHI that is created, stored, transmitted, or received electronically. This includes digital records, emails containing patient data, and electronic billing information. ePHI is subject to additional security requirements under the HIPAA Security Rule.

- E. Protected Health Information (PHI): "PHI" is any information, whether oral or recorded in any form, that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse, and relates to the past, present, or future physical or mental health condition of an individual, the provision of healthcare, or payment for healthcare. PHI can include names, addresses, birthdates, Social Security numbers, and medical records.

## 2. **Obligations and Activities of Business Associate.**

- A. Use and Disclosure of PHI: The Business Associate may only use or disclose PHI as necessary to perform services outlined in the underlying service agreement or as required by law, but not in a manner that violates HIPAA regulations. All PHI, including, but not limited to, ePHI, will be collected, used, and stored solely on City-approved systems.
- B. Safeguards: The Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement, including compliance with HIPAA's Security Rule (45 CFR Part 164 Subpart C) for ePHI.
- C. Mitigation: The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Agreement.
- D. Reporting: The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, in compliance with 45 CFR 164.410.
- E. Subcontractors: The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Agreement.
- F. Access to PHI: The Business Associate agrees to provide access to PHI in a designated record set, as necessary, to fulfill the Covered Entity's obligations under 45 CFR 164.524.
- G. Amendments to PHI: The Business Associate agrees to make any amendments to PHI in a designated record set as directed by the Covered Entity, pursuant to 45 CFR 164.526.
- H. Accounting of Disclosures: The Business Associate agrees to document and make available an accounting of disclosures of PHI as required under 45 CFR 164.528.

- I. Compliance with Law: The Business Associate shall comply with the requirements of the HIPAA Rules that apply to business associates, including any amendments to HIPAA or other laws that affect this Agreement.
- J. Business Associate is not responsible for security incidents or system failures arising solely from the failures of the City's or City-approved information systems or infrastructure.

**3. Permitted Uses and Disclosures by Business Associate.** The Business Associate may:

- A. Use or disclose PHI to perform the services as set forth in the service agreement between the Covered Entity and Business Associate, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
- B. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law or the Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used only for its intended purpose.
- C. Use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

**4. Term and Termination.**

- A. Term: This Agreement shall remain in effect until the termination of the service agreement or as otherwise provided by law.
- B. Termination for Cause: The Covered Entity may terminate this Agreement if the Business Associate materially breaches this Agreement.
- C. Obligations Upon Termination: Upon termination, the Business Associate shall return or destroy all PHI received from, or created on behalf of, the Covered Entity. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further use and disclosures to those purposes that make return or destruction infeasible.

**5. Miscellaneous.**

- A. Amendment: This Agreement may only be amended in writing, signed by both parties.
- B. Survival: The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement with respect to PHI that cannot feasibly be returned or destroyed.

- C. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**Attachment 1 to Exhibit A**  
**Scope of Services**  
**Mobile Integrated Health (MIH) Unit**

A. CONTRACTOR, through the Mobile Integrated Health (MIH) Unit, shall provide in-field medical care and care coordination services for a minimum of four (4) days per month during 10-hour daily shifts as directed by the CITY for which CITY shall pay CONTRACTOR at a rate of \$175.00 per hour with CITY to pay CONTRACTOR in full at said rate for the full ten (10) hours of any shift canceled by CITY with fewer than 24 hours of notice of cancellation to CONTRACTOR. CITY agrees to schedule Contractor for a minimum of four (4) consecutive 10-hour shifts per Contractor's scheduled week. In the event a CITY-recognized holiday falls within such week and results in reduced staffing needs, the minimum scheduling requirement may be reduced to three (3) consecutive 10-hour shifts for that week only. The MIH program is designed to reduce unnecessary use of emergency departments (EDs) and 911 services, improve access to long-term treatment, and support public safety and managed care system goals.

1. CONTRACTOR shall provide services under medical oversight as required by applicable law, and in collaboration with the CITY's public safety, behavioral health, and care coordination partners.
2. CONTRACTOR may serve as a petitioner in CARE Court proceedings (Community Assistance, Recovery, and Empowerment Court), pursuant to California Welfare and Institutions Code § 5970 et seq., and may assist in identifying, evaluating, and documenting individuals potentially eligible for CARE Court, AOT (Assisted Outpatient Treatment), or conservatorship.

B. CONTRACTOR's responsibilities will include:

1. Field-Based Evaluation and Medication-Assisted Treatment (MAT).  
CONTRACTOR will identify, evaluate, and initiate or continue MAT in community settings for individuals with opioid and/or alcohol use disorders. Services shall include:
  - Administration of medications such as buprenorphine or naltrexone;
  - Coordination with pharmacy partners for continuity of care;
  - Education and harm reduction counseling;
  - Linkage to long-term treatment programs.
2. High Utilizer Engagement and EMS/ED Diversion.  
CONTRACTOR will focus on "high utilizers"—i.e., individuals who are high-frequency users of 911, EMS, and ED systems, as identified in advance by CITY for CONTRACTOR. Services include:
  - Case management and outreach to identified high utilizers;

- In-field care planning to prevent unnecessary transport;
  - Referrals to non-emergency destinations and social services.
3. "Fit for Incarceration" Evaluations.  
Upon CITY request, CONTRACTOR shall conduct field-based medical assessments of individuals in police custody to determine medical fitness for incarceration and make appropriate recommendations for diversion or treatment as necessary.
4. Treatment of Low-Acuity Conditions.  
CONTRACTOR may provide in-field treatment for minor medical issues, including but not limited to:
- Wound care;
  - Pain management (non-narcotic);
  - Management of chronic disease symptoms;
  - Basic diagnostics (e.g., blood pressure, glucose monitoring, withdrawal scoring tools).
5. Managed Care Plan Coordination.  
CONTRACTOR may coordinate with Medi-Cal managed care plans and other payer partners to support field-based care, case management, and post-acute follow-up. This includes assisting in reporting metrics, supporting in-lieu-of-services (ILOS) models, and ensuring continuity of care.
6. Legal and Court Support Functions.  
When directed by the CITY, CONTRACTOR may:
- Be requested to appear in court proceedings as a clinical witness or petitioner for CARE Court or related behavioral health processes;
  - Prepare and submit evaluations and declarations using required forms;
  - Coordinate with regional partners on case management.

If CONTRACTOR'S court appearance occurs in whole or in part outside of CONTRACTOR'S scheduled 10-hour shift; then, over and above whatever payment CONTRACTOR may be entitled for any shift worked by CONTRACTOR on or not on the day of the court appearance, CITY shall additionally pay CONTRACTOR at the aforementioned hourly rate of Section A above for either a mandatory minimum of four (4) hours or the number of hours for which CONTRACTOR actually appeared for court, whichever number of hours is greater. Regardless of whether the "not to exceed" amount of this Agreement has

been exceeded, CITY shall fully compensate CONTRACTOR for any and all Legal and Court Support Functions performed by CONTRACTOR, pursuant to this Section B, paragraph 6.

7. Documentation and Compliance.

CONTRACTOR shall document all services rendered in the CITY's electronic patient care record (ePCR) or health record system and maintain all records and information contained therein in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and federal regulations related thereto in addition to any and all applicable federal, state, or local laws.

C. Confidentiality

During and after the term of this Agreement, CONTRACTOR shall not disclose to any third party any records, reports, communications, or data related to CITY operations, procedures, or individual cases that have been marked or identified as confidential, without the express written permission of the Director of the CITY's [Department of Emergency Services / Department of Community Response], or their designee.

ATTACHMENT 1 TO EXHIBIT B  
PAYMENT

CONTRACTOR will be reimbursed at the hourly rates:

- Nurse Practitioner \$175.00

Note: Rates are all inclusive. There will be no additional compensation given (i.e. travel expenses, etc.)

**SACRAMENTO FIRE DEPARTMENT  
INDEMNITY AND HOLD HARMLESS AGREEMENT**

Whereas the undersigned

Being an employee or agent of the City of Sacramento

Not being a member, employee or agent of the City of Sacramento

Whereas the undersigned has made a voluntary request for permission to ride as a guest or observer in a Fire Department vehicle at a time when such vehicle is operated and staffed by members of the Sacramento Fire Department and has further requested permission to accompany a member(s) of said department during the active performance of their official duties as firefighters:

Now, therefore, in consideration of the City of Sacramento, a municipal corporation, by and through its Fire Department, cooperating in making available to the undersigned the necessary personnel and the use of its vehicles and other facilities for the aforesaid purpose, the undersigned specifically agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, loss, damage and liability for injury to the person or property of another or others, directly or indirectly caused by the undersigned's misfeasance or malfeasance occurring while riding as a guest or observer in any Sacramento Fire Department vehicle or while accompanying a member of said department during the active performance of his official duties as a peace officer but not any such claim, loss, damage and liability caused by the gross negligence, criminal misconduct, of intentional acts of the City, its agents, officers, and employees.

**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING**

A BACKGROUND INVESTIGATION WILL BE CONDUCTED PRIOR TO THE RIDE-A-LONG

NOTE: No one shall be under the age of eighteen (18 years)

PRINT NAME:  GENDER:

ADDRESS:

HOME PHONE:  BUSINESS PHONE:

DATE OF BIRTH:  SOCIAL SECURITY #:

PERSONAL EMAIL

DRIVERS LICENSE NUMBER:

PURPOSE OF RIDE-A-LONG :

SIGNATURE:

SFD REFERRAL NAME:

**FOR DEPARTMENTAL USE ONLY**

BACKGROUND CHECK:                      CLEARED                       NEEDS REVIEW

INVESTIGATOR:                       DATE

REQUEST:    DENIED                       APPROVED                       BY:

DATE/TIME OVSERVER TO RIDE:

ASSIGNED STATION:



CONTRACT #: PRC004301  
CONTRACT NAME: Mobile Integrated Health (MIH) Program  
AGREEMENT TERM: June 10, 2026- June 9, 2027  
AUTHORIZED RENEWALS: Four additional one-year terms  
DEPARTMENT/DIVISION: Fire/EMS

PROJECT: N/A  
NOT-TO-EXCEED AMOUNT: \$67,200  
SOLICITATION: P26121441001  
LBE (Y/N): N

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT\***

**THIS CONTRACT** is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

*Michelle Wong*  
3823 Silkwood Pl.  
El Dorado Hills, CA 95762  
[831-917-4680/michelleannwong1@gmail.com](mailto:michelleannwong1@gmail.com)

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective June 10, 2026.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A (“Services”).

Contractor will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

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\* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

*Facilities include EMS Headquarters - 3230 J Street Sacramento, CA 95816, CMS Station 140 - 1591 Newborough Drive Sacramento, CA and potentially other Sacramento Firehouses located in Sacramento, CA.*

*Sacramento Fire will provide all equipment used for anticipated services including:*

*Acetaminophen 325mg/1pill (Packs of 2 pills)  
Medique Diphen Allergy Caplets, 25mg, Pk/1, Box of 200  
Ceftriaxone, 1gm Powder Vial  
Dermabond Advanced Topical Skin Adhesive, 0.7ml  
Medi-First Ibuprofen, 200 mg Tablets, Pk/2, (250 Packs of 2)  
SplashCap Wound Irrigation Shield  
Ketorolac Tromethamine, 30mg/1mL (30mg/1ml) Vial  
Medique Antacid, 420 mg Tablets, Pk/2 (250 Packs of 2)  
Pro Advantage Urine hCG Pregnancy Cassette Device  
Needle, 25 GA x 1"  
Non Adherent Pad, 3" x 4", Sterile  
Non Adherent Pad, 3" x 8", Sterile  
Pro Advantage Strep A Test  
Scalpel, Disposable, #11 Blade  
3M Steri-Strip Compound Benzoin Tincture, 0.6ml  
Tetracaine HCL 0.5%, 4ml Drops  
Petrolatum Gauze Dressing 5" x 9"  
Xylocaine/Epinephrine, 1-0.001%, 20ml Vial  
3M STERI-STRIP, ¼" x 1 ½" (Packs of 6)  
3M STERI-STRIP, ¼" x 3" (Packs of 3)  
3M STERI-STRIP, 1/8" x 3" (Packs of 5)  
Hydrogen Peroxide, 4 oz. Bottle  
CURITY Non-Adhering Dressing, 3" x 8"  
Triple Antibiotic Ointment, Foil Pack, 1/32 oz.  
SPECIMEN CONTAINER 4OZ, NON-STERILE, PK/25  
Afrin Nasal Spray, 0.05%, 15 ml  
Nose Clip  
Lidocaine 5%, 700 mg Patch, 30 Patches  
Prolene Suture 6-0, 18," Non-Absorbable PC-1, .75 Circle Needle, Blue  
Ethicon Sutures, Size 5-0, 18" Black Monofilament, Needle PC-5, Bx/112  
Dynarex Suture Removal Kit, Sterile  
TRAY, SUTURE REMOVAL, METAL IRIS, FORCEPS  
Gentell Xeroform Petrolatum Gauze Dressing 1" x 8"  
Sterile Wound Stapler, 35 Reg, Disposable  
Laceration Tray with Stainless Steel Instruments, Sterile*

*Dexamethasone Sodium Phosphate Injection, 20mg/5ml Vial*  
*MULTISTIX 10 SG*  
*Staple Removal Kit*  
*Dynarex Non-Adherent Pad 2" x 3", Sterile*  
*BD E-Z Scrub, Surgical Scrub Brush/Sponge, 3% PCMX, Blue*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Jack Bastida/Contract & Compliance Specialist  
5770 Freeport Blvd Ste. 200 Sacramento, CA 95822  
Phone:(916)309-9855/E-mail: jbastida@sfd.cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Michelle Wong  
3823 Silkwood Pl.  
El Dorado Hills, CA 95762  
[831-917-4680/michelleannwong1@gmail.com](mailto:831-917-4680/michelleannwong1@gmail.com)*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

**2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

**3. Time of Performance.** The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.

**4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.  yes  no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$67,200. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by Contractor must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of negligence from: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor. The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation

insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

**6. Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is  Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

**8. Waiver of Subrogation.** With respect to any loss due to CONTRACTOR's negligence, CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may

acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation with this provision applying upon the City receiving a waiver of subrogation endorsement from an insurer.

**9. Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

**10. Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

**11. Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

**8. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice. If CITY later lifts the suspension of Contractor's performance hereunder, then Contractor's subsequent performance is subject to limitation by Contractor based on Contractor's then-existing availability and circumstances.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

D. The Contractor shall have the right to terminate this Contract at any time by giving fourteen (14) days of written notice of termination to CITY. On the stated date of termination, Contractor shall immediately cease performance under this Contract as specified in the notice. If the Contractor terminates this Contract:

(1) Contractor shall, not later than five days after issuance of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
  
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
  
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**16. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
  
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
  
- C. This Section shall govern over any other contrary provision of the Contract.

**17. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled

“Equal Opportunity in Federal Employment”, as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the “Regulations.”

- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
  - (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City’s interests.

**18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the

terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

19. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
20. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
21. **Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
22. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
23. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
24. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
25. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
26. **Debarment Certification**
  - A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury

under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## EXHIBIT E

### ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
  
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
  
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
  
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
  
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT F

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### 1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms defined in HIPAA, including, but not limited to, "Business Associate," "Covered Entity," "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), and "Breach."

- A. Breach: A "Breach" refers to the impermissible use or disclosure of PHI that compromises its security or privacy, unless the Covered Entity or Business Associate can demonstrate a low probability that the PHI has been compromised based on a risk assessment. Examples include data theft or loss of unencrypted devices containing PHI.
  
- B. Business Associate: A "Business Associate" is any person or entity that performs functions or activities on behalf of, or provides services to, a Covered Entity that involve the use or disclosure of Protected Health Information (PHI). Examples include third-party billing companies, cloud storage providers, or IT service providers who handle PHI.
  
- C. Covered Entity: A "Covered Entity" refers to health plans, healthcare clearinghouses, and healthcare providers who transmit any health information in electronic form in connection with transactions covered by HIPAA. These entities are directly responsible for protecting the privacy and security of patient information.
  
- D. Electronic Protected Health Information (ePHI): "ePHI" is any PHI that is created, stored, transmitted, or received electronically. This includes digital records, emails containing patient data, and electronic billing information. ePHI is subject to additional security requirements under the HIPAA Security Rule.

- E. Protected Health Information (PHI): "PHI" is any information, whether oral or recorded in any form, that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse, and relates to the past, present, or future physical or mental health condition of an individual, the provision of healthcare, or payment for healthcare. PHI can include names, addresses, birthdates, Social Security numbers, and medical records.

## 2. **Obligations and Activities of Business Associate.**

- A. Use and Disclosure of PHI: The Business Associate may only use or disclose PHI as necessary to perform services outlined in the underlying service agreement or as required by law, but not in a manner that violates HIPAA regulations. All PHI, including, but not limited to, ePHI, will be collected, used, and stored solely on City-approved systems.
- B. Safeguards: The Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement, including compliance with HIPAA's Security Rule (45 CFR Part 164 Subpart C) for ePHI.
- C. Mitigation: The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Agreement.
- D. Reporting: The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, in compliance with 45 CFR 164.410.
- E. Subcontractors: The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Agreement.
- F. Access to PHI: The Business Associate agrees to provide access to PHI in a designated record set, as necessary, to fulfill the Covered Entity's obligations under 45 CFR 164.524.
- G. Amendments to PHI: The Business Associate agrees to make any amendments to PHI in a designated record set as directed by the Covered Entity, pursuant to 45 CFR 164.526.
- H. Accounting of Disclosures: The Business Associate agrees to document and make available an accounting of disclosures of PHI as required under 45 CFR 164.528.

- I. Compliance with Law: The Business Associate shall comply with the requirements of the HIPAA Rules that apply to business associates, including any amendments to HIPAA or other laws that affect this Agreement.
- J. Business Associate is not responsible for security incidents or system failures arising solely from the failures of the City's or City-approved information systems or infrastructure.

**3. Permitted Uses and Disclosures by Business Associate.** The Business Associate may:

- A. Use or disclose PHI to perform the services as set forth in the service agreement between the Covered Entity and Business Associate, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
- B. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law or the Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used only for its intended purpose.
- C. Use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

**4. Term and Termination.**

- A. Term: This Agreement shall remain in effect until the termination of the service agreement or as otherwise provided by law.
- B. Termination for Cause: The Covered Entity may terminate this Agreement if the Business Associate materially breaches this Agreement.
- C. Obligations Upon Termination: Upon termination, the Business Associate shall return or destroy all PHI received from, or created on behalf of, the Covered Entity. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further use and disclosures to those purposes that make return or destruction infeasible.

**5. Miscellaneous.**

- A. Amendment: This Agreement may only be amended in writing, signed by both parties.
- B. Survival: The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement with respect to PHI that cannot feasibly be returned or destroyed.

- C. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**Attachment 1 to Exhibit A**  
**Scope of Services**  
**Mobile Integrated Health (MIH) Unit**

A. CONTRACTOR, through the Mobile Integrated Health (MIH) Unit, shall provide in-field medical care and care coordination services for a minimum of four (4) days per month during 10-hour daily shifts as directed by the CITY for which CITY shall pay CONTRACTOR at a rate of \$140.00 per hour with CITY to pay CONTRACTOR in full at said rate for the full ten (10) hours of any shift canceled by CITY with fewer than 24 hours of notice of cancellation to CONTRACTOR. CITY agrees to schedule Contractor for a minimum of four (4) consecutive 10-hour shifts per Contractor's scheduled week. In the event a CITY-recognized holiday falls within such week and results in reduced staffing needs, the minimum scheduling requirement may be reduced to three (3) consecutive 10-hour shifts for that week only. The MIH program is designed to reduce unnecessary use of emergency departments (EDs) and 911 services, improve access to long-term treatment, and support public safety and managed care system goals.

1. CONTRACTOR shall provide services under medical oversight as required by applicable law, and in collaboration with the CITY's public safety, behavioral health, and care coordination partners.
2. CONTRACTOR may serve as a petitioner in CARE Court proceedings (Community Assistance, Recovery, and Empowerment Court), pursuant to California Welfare and Institutions Code § 5970 et seq., and may assist in identifying, evaluating, and documenting individuals potentially eligible for CARE Court, AOT (Assisted Outpatient Treatment), or conservatorship.

B. CONTRACTOR's responsibilities will include:

1. Field-Based Evaluation and Medication-Assisted Treatment (MAT).  
CONTRACTOR will identify, evaluate, and initiate or continue MAT in community settings for individuals with opioid and/or alcohol use disorders. Services shall include:
  - Administration of medications such as buprenorphine or naltrexone;
  - Coordination with pharmacy partners for continuity of care;
  - Education and harm reduction counseling;
  - Linkage to long-term treatment programs.
2. High Utilizer Engagement and EMS/ED Diversion.  
CONTRACTOR will focus on "high utilizers"—i.e., individuals who are high-frequency users of 911, EMS, and ED systems, as identified in advance by CITY for CONTRACTOR. Services include:
  - Case management and outreach to identified high utilizers;

- In-field care planning to prevent unnecessary transport;
  - Referrals to non-emergency destinations and social services.
3. "Fit for Incarceration" Evaluations.  
Upon CITY request, CONTRACTOR shall conduct field-based medical assessments of individuals in police custody to determine medical fitness for incarceration and make appropriate recommendations for diversion or treatment as necessary.
4. Treatment of Low-Acuity Conditions.  
CONTRACTOR may provide in-field treatment for minor medical issues, including but not limited to:
- Wound care;
  - Pain management (non-narcotic);
  - Management of chronic disease symptoms;
  - Basic diagnostics (e.g., blood pressure, glucose monitoring, withdrawal scoring tools).
5. Managed Care Plan Coordination.  
CONTRACTOR may coordinate with Medi-Cal managed care plans and other payer partners to support field-based care, case management, and post-acute follow-up. This includes assisting in reporting metrics, supporting in-lieu-of-services (ILOS) models, and ensuring continuity of care.
6. Legal and Court Support Functions.  
When directed by the CITY, CONTRACTOR may:
- Be requested to appear in court proceedings as a clinical witness or petitioner for CARE Court or related behavioral health processes;
  - Prepare and submit evaluations and declarations using required forms;
  - Coordinate with regional partners on case management.

If CONTRACTOR'S court appearance occurs in whole or in part outside of CONTRACTOR'S scheduled 10-hour shift; then, over and above whatever payment CONTRACTOR may be entitled for any shift worked by CONTRACTOR on or not on the day of the court appearance, CITY shall additionally pay CONTRACTOR at the aforementioned hourly rate of Section A above for either a mandatory minimum of four (4) hours or the number of hours for which CONTRACTOR actually appeared for court, whichever number of hours is greater. Regardless of whether the "not to exceed" amount of this Agreement has

been exceeded, CITY shall fully compensate CONTRACTOR for any and all Legal and Court Support Functions performed by CONTRACTOR, pursuant to this Section B, paragraph 6.

7. Documentation and Compliance.

CONTRACTOR shall document all services rendered in the CITY's electronic patient care record (ePCR) or health record system and maintain all records and information contained therein in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and federal regulations related thereto in addition to any and all applicable federal, state, or local laws.

C. Confidentiality

During and after the term of this Agreement, CONTRACTOR shall not disclose to any third party any records, reports, communications, or data related to CITY operations, procedures, or individual cases that have been marked or identified as confidential, without the express written permission of the Director of the CITY's [Department of Emergency Services / Department of Community Response], or their designee.

ATTACHMENT 1 TO EXHIBIT B

PAYMENT

CONTRACTOR will be reimbursed at the hourly rates:

- Physician Assistant \$140.00

Note: Rates are all inclusive. There will be no additional compensation given (i.e. travel expenses, etc.)



**SACRAMENTO FIRE DEPARTMENT  
INDEMNITY AND HOLD HARMLESS AGREEMENT**

Whereas the undersigned

Being an employee or agent of the City of Sacramento

Not being a member, employee or agent of the City of Sacramento

Whereas the undersigned has made a voluntary request for permission to ride as a guest or observer in a Fire Department vehicle at a time when such vehicle is operated and staffed by members of the Sacramento Fire Department and has further requested permission to accompany a member(s) of said department during the active performance of their official duties as firefighters:

Now, therefore, in consideration of the City of Sacramento, a municipal corporation, by and through its Fire Department, cooperating in making available to the undersigned the necessary personnel and the use of its vehicles and other facilities for the aforesaid purpose, the undersigned specifically agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, loss, damage and liability for injury to the person or property of another or others, directly or indirectly caused by the undersigned's misfeasance or malfeasance occurring while riding as a guest or observer in any Sacramento Fire Department vehicle or while accompanying a member of said department during the active performance of his official duties as a peace officer but not any such claim, loss, damage and liability caused by the gross negligence, criminal misconduct, of intentional acts of the City, its agents, officers, and employees.

**READ THIS DOCUMENT COMPLETELY BEFORE SIGNING**

A BACKGROUND INVESTIGATION WILL BE CONDUCTED PRIOR TO THE RIDE-A-LONG

NOTE: No one shall be under the age of eighteen (18 years)

PRINT NAME:  GENDER:

ADDRESS:

HOME PHONE:  BUSINESS PHONE:

DATE OF BIRTH:  SOCIAL SECURITY #:

PERSONAL EMAIL

DRIVERS LICENSE NUMBER:

PURPOSE OF RIDE-A-LONG :

SIGNATURE:

SFD REFERRAL NAME:

**FOR DEPARTMENTAL USE ONLY**

BACKGROUND CHECK:                      CLEARED                       NEEDS REVIEW

INVESTIGATOR:                       DATE

REQUEST:    DENIED                       APPROVED                       BY:

DATE/TIME OVSERVER TO RIDE:

ASSIGNED STATION:

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Michelle Wong  
Michelle Wong (May 27, 2026 18:24:34 PDT)

Title: Physician Assistant

Additional Signature (if required):

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: Gary Lindsey  
Gary Lindsey (May 28, 2026 09:32:35 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title:



## REQUEST FOR PROPOSALS – PROFESSIONAL SERVICES

Request for Proposals No.	RFP#P26121441001	
Project Name:	Sacramento Fire Department Mobile Integrated Health Program	
Questions due by:	1/14/2026	12:00 PM PST
Proposal Due By:	1/21/2026	12:00 PM PST
Estimated Week of Interviews (if necessary)	Week of 02/02	
Estimated Week of Award Notification:	Week of 02/16	
Estimated Week of Contract Award:	Week of 03/01	

### PRE-PROPOSAL CONFERENCE MEETING

No

Yes, attendance is optional **-OR-**  Yes, attendance is MANDATORY

**NOTE: Proposals from proposers who do not attend a MANDATORY pre-proposal meeting shall be deemed non-responsive and their proposal will not be considered for the award of a contract.**

Date:	Monday 1/5/2026 and Wednesday 1/7/2026
Time:	1/5/2026 2-3pm & 1/7/2026 10-11am
Location site name:	
Address:	
Bldg./Floor/Room:	
City:	
Link for virtual meeting:	Via Teams Monday 01/05/2026 2-3pm – Meeting ID 267 928 970 381 77, Passcode 5VW37hn3 Wednesday 01/07/2026 10-11am – Meeting ID 290 111 728 500 32, Passcode Hs6Bw2Yv

**NOTE: The City of Sacramento reserves the right to modify the dates and other criteria listed at its sole discretion. Prospective proposers will be notified of any significant changes by addendum issued via the City of Sacramento's online bid portal. All information submitted in or in connection with a proposal is submitted under penalty of perjury. The City shall have the right to terminate at any time any Contract awarded pursuant to a proposal that contains false information. The**

*return of a signed proposal shall constitute a promise to supply in accordance with terms and conditions shown herein. **All proposal submissions become public record.***

## Table of Contents

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## Attachments

Attachment 1 – Proposal Signature Form

Attachment 2 – Payment Discount

Attachment 3 – Local Business Enterprise 5% Preference form

Attachment 4 – Fee Schedule

Attachment 5 - Professional Services Agreement Draft

## 1. SCOPE OF SERVICES

### 1.1 Introduction

The City of Sacramento, Fire Department

is soliciting proposals to: staff the City's Mobile Integrated Health (MIH) Program unit based on competitive proposals for part-time qualified Nurse Practitioners or Physician assistants. Nurse Practitioners and Physician Assistants will provide ongoing support of its Mobile Integrated Health (MIH) Program implementation, training, and, an innovative community-based healthcare model aimed at improving patient outcomes, reducing emergency department utilization, and enhancing access to care for vulnerable populations.

The MIH Program will deploy advanced providers, Nurse Practitioners or Physician Assistants, in collaboration with Fire Department Paramedics to deliver in-field medical care, perform clinical evaluations, provide Medication-Assisted Treatment (MAT), and coordinate follow-up care in partnership with healthcare and behavioral health systems.

This is a part-time or contract-based opportunity, ideal for providers interested in flexible, impactful work that directly addresses the opioid crisis, high ED utilization, and healthcare gaps in vulnerable populations.

Number of Contracts Anticipated: The City intends to hire up to eight (8) advanced providers depending on program needs.

In response to the Request for Proposals, the City anticipates receiving competitive pricing as well as an assurance of quality services.

The City intends to award multiple contracts and may add subsequent contracts at a later date as necessary to meet the City's needs.

The proposed budget for this project/contract is: Not-to-exceed \$208,000.

### 1.2 Scope of Services

**The City of Sacramento seeks a firm that will provide the following services:**

The Sacramento Fire Department (SFD) is soliciting proposals from qualified healthcare Physician Assistants (PA) and Nurse Practitioners (NP) for the Mobile Integrated Health Program to support our innovative community-based healthcare initiative. Funded in part by national opioid settlement resources, the program is intended to support Nurse Practitioners and Physician Assistants deliver Medication-Assisted Treatment (MAT) services, provide "fit-for-incarceration" evaluations, manage low-acuity and pain related complaints in the field, monitor individuals enrolled in managed care plans, and target high-utilizer populations to reduce reliance on emergency department and EMS systems.

The objective of this Request for Proposals (RFP) solicitation is to identify the highest-qualified advanced providers, Nurse Practitioners and Physician Assistants (CONTRACTOR), to support the Sacramento Fire Department over the course of a proposed one (1) year contract term. The City may extend each contract to up to four (4) additional one-year terms, for a maximum five-year term. The City intends on hiring multiple Nurse Practitioners and Physician Assistants, who will work on a part-time basis. Contractor must deliver part-time or contract-based clinical services under the direction of the MIH Program Medical Director and Fire Assistant Chief.

A. CONTRACTOR, through the Mobile Integrated Health (MIH) Unit, shall provide in-field medical care and care coordination services. The MIH program is designed to reduce unnecessary use of emergency departments (EDs) and 911 services, improve access to long-term treatment, and support public safety and managed care system goals.

1. CONTRACTOR shall provide services under medical oversight as required by applicable law, and in collaboration with the CITY's public safety, behavioral health, and care coordination partners.

2. CONTRACTOR may serve as a petitioner in CARE Court proceedings (Community Assistance, Recovery, and Empowerment Court), pursuant to California Welfare and Institutions Code § 5970 et seq., and may assist in identifying, evaluating, and documenting individuals potentially eligible for CARE Court, AOT (Assisted Outpatient Treatment), or conservatorship.

B. CONTRACTOR's responsibilities will include:

1. Field-Based Evaluation and Medication-Assisted Treatment (MAT). CONTRACTOR will identify, evaluate, and initiate or continue MAT in community settings for individuals with opioid and/or alcohol use disorders. Services shall include:

- Administration of medications such as buprenorphine or naltrexone.
- Coordination with pharmacy partners for continuity of care.
- Education and harm reduction counseling.
- Linkage to long-term treatment programs.

2. High Utilizer Engagement and EMS/ED Diversion. CONTRACTOR will focus on individuals who are high-frequency users of 911, EMS, and ED systems. Services include:

- Case management and outreach to identified high utilizers.
- In-field care planning to prevent unnecessary transport.
- Referrals to non-emergency destinations and social services.

3. "Fit for Incarceration" Evaluations. Upon CITY request, CONTRACTOR shall conduct field-based medical assessments of individuals in police custody to determine medical fitness for incarceration and make appropriate recommendations for diversion or treatment as necessary.

4. Treatment of Low-Acuity Conditions. CONTRACTOR may provide in-field treatment for minor medical issues, including but not limited to:

- Wound care.
- Pain management (non-narcotic).
- Management of chronic disease symptoms.
- Basic diagnostics (e.g., blood pressure, glucose monitoring, withdrawal scoring tools).

5. Managed Care Plan Coordination. CONTRACTOR may coordinate with Medi-Cal managed care plans and other payer partners to support field-based care, case management, and post-acute follow-up. This includes assisting in reporting metrics, supporting in-lieu-of-services (ILOS) models, and ensuring continuity of care.

6. Legal and Court Support Functions. When directed by the CITY, CONTRACTOR may:

- Be requested to appear in court proceedings as a clinical witness or petitioner for CARE Court or related behavioral health processes.
- Prepare and submit evaluations and declarations using required forms.
- Coordinate with regional partners on case management.

7. Documentation and Compliance. CONTRACTOR shall document all services rendered in the CITY's electronic patient care record (ePCR) or health record system and maintain all records and information contained therein in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and federal regulations related thereto in addition to any and all applicable federal, state, or local laws.

C. Confidentiality

During and after the term of this Agreement, CONTRACTOR shall not disclose to any third party any records, reports, communications, or data related to CITY operations, procedures, or individual cases that have been marked or

identified as confidential, without the express written permission of the Director of the CITY's [Department of Emergency Services / Department of Community Response], or their designee.

**D. CONTRACTOR (Preferred) Schedule Requirements:**

- The MIH unit will operate four (4) shifts of ten (10) hours per day. Monday through Thursday, 0800-1800, for a total of 40 hours per week or 160 hours per month. Depending on the success of the program and availability of resources, the schedule is subject to change.
- The City desires to hire multiple Nurse Practitioners and/or Physicians assistants where each advanced provider will work a minimum of three (3) to four (4) shifts per month, scheduled in alignment with Sacramento Fire Department staffing needs, patient volume, and operational priorities. Shift coverage will be managed by Sacramento Fire Department EMS administration to ensure adequate coverage and responsiveness.
- CONTRACTORS will submit their monthly availability at least thirty (30) days in advance, enabling proactive shift scheduling and optimal resource planning by the program supervisor.
- CONTRACTORS will not be reimbursed for travel expenses.
- Based on programmatic demands and staff availability, the CONTRACTOR may be offered additional shifts on a per-diem basis. These shifts are voluntary, unless otherwise agreed upon in writing.
- All schedule changes, planned absences, or cancellations must be communicated to the designated program supervisor as early as possible and no less than 24 hours in advanced non-emergency situations. Timely communication helps maintain seamless service delivery and team coordination.
- Repeated, unexplained, or unexcused absences may affect clinical operations and will be subject to administrative review. The City reserves the right to take corrective action, up to and including immediate contract termination, as its sole discretion.

**E. CONTRACTOR Organizational Expectations:**

- The CONTRACTOR demonstrates behavior which supports Sacramento Fire Department's mission, attends required orientation and training seminars, meets production standards within established time requirements, and ensures work production and performance meet community standards. The CONTRACTOR will demonstrate respect and positive interpersonal skills with all stakeholders, maintain confidentiality, and protect the safety of others, following institutional policies and infection control regulations.

To be eligible for consideration, respondents must meet all minimum qualifications in this section and demonstrate a proven track record of successfully providing the requested services. Proposals that fail to demonstrate satisfaction of these minimum qualifications may be deemed non-responsive and rejected. Respondents must provide sufficient evidence in their proposals to verify that they meet all qualifications.

**Minimum Qualifications**

- **Education:** Bachelor's degree
- **Licensure and Certification:**
  - Unrestricted active California NP license with national certification (FNP, AGNP, PMHNP, or relevant specialty), *or* unrestricted active California PA license with current NCCPA certification.
  - Valid DEA license.
  - Current BLS certification (Advanced certifications preferred).

Experience: Minimum of two (2) years in experience preferably in emergency medicine, field-based clinical environments, addiction medicine, urgent care, or primary care.

- **Skills:**
  - Strong clinical judgment and independent decision-making.
  - Excellent interpersonal, communication, and patient engagement abilities.
  - Technologically Proficient with EHR systems and mobile documentation tools.

Preferred Qualifications

- Emergency 911 experience
- Family medicine and/or Emergency medicine
- Experience providing Medication-Assisted Treatment (MAT) and pain management.
- Familiarity with community paramedicine, mobile healthcare, or integrated public safety models.
- Demonstrated success in serving high-risk or underserved populations.
- Local area contractor

Work Environment

- Community-based settings: mobile units, shelters, correctional intake facilities, and residential homes.

## **2. CURRENT CONDITIONS**

### **2.1 About the City of Sacramento**

Founded in 1849, the City of Sacramento is the oldest incorporated city in California and is the capital city of California. It has a population of over 500,000. Sacramento is a progressive City with great pride in its ethnic and cultural diversity, concern for environmental and social issues, and emphasis on quality in the provision of governmental services. Sacramento is a Charter City, which operates under a City Council Manager form of government. It has an annual budget of \$1.6 billion and approximately 5,000 full-time equivalent positions.

### **2.2 Current Project Conditions**

The City of Sacramento recognizes its commitment to protect the health, safety, and dignity of all residents. The Sacramento Fire Department plays a central role in this mission, providing life-saving Emergency Medical Services (EMS) that serve as a vital safety net for the city's most vulnerable populations.

However, the nature of emergencies has evolved. Calls increasingly involve behavioral health crises, substance use disorders, chronic conditions, and homelessness, requiring new approaches beyond traditional emergency response. To address these challenges, the City is establishing a progressive deployment model of a Mobile Integrated Health (MIH) Program, which pairs Advanced Providers (Nurse Practitioners or Physician Assistants) with Paramedics to deliver community-based care directly in homes, shelters, and encampments. This model reduces unnecessary 911 transport and emergency department visits, supports Medication-Assisted Treatment (MAT), and connects patients to long-term resources.

The MIH Program reflects a strategic shift from reactive response to proactive, preventive, and compassionate care, ensuring residents receive the right care, in the right place, at the right time, strengthening both community health and public trust.

The Mobile Integrated Health (MIH) Advanced Provider is a dynamic and compassionate healthcare provider who thrives in flexible, community-based environments. They possess strong foundations in emergency medicine, addiction medicine, and primary care, with a passion for addressing and reducing health disparities among underserved populations.

They are highly skilled in the administration of Medication-Assisted Treatment (MAT) and committed to reducing emergency department and EMS overuses by engaging high-utilizer patients. They excel at conducting fit-for-incarceration evaluations and managing low-acuity and pain-centered conditions in the field, prioritizing treatment-in-place strategies. They demonstrate adaptability, resourcefulness, and strong clinical judgment in mobile or field-based care environments. They are proficient in using telehealth technologies and electronic health records, and they value collaboration with a wide range of community partners including law enforcement, behavioral health, and social service partners. Their work is driven by a commitment to patient-centered care, cultural competence, and improvement of public health.

#### **Key Objectives**

- Deliver Medication-Assisted Treatment (MAT) for individuals with substance use disorders.
- Identify and manage high-utilizer patients
- Provide treatment-in-place for low-acuity and pain-related conditions.
- Conduct medical clearance and fit-for-incarceration evaluations.
- Support managed care coordination and post-discharge follow-up.
- Integrate with behavioral health, public health, and case management partners to ensure continuity of care.

#### **Anticipated Outcomes**

- Reduced EMS overuse and fewer emergency department visits.
- Increased adherence to Medication-Assisted Treatment (MAT) among high-utilizer patients.
- Improved financial sustainability through new reimbursement pathways.
- Enhanced patient satisfaction and long-term engagement in care.

### 3. PROPOSAL SUBMISSION

The City shall not accept proposals after the submission deadline specified in this RFP and will not consider late proposals under any circumstances. Each proposal that is submitted for consideration shall include, at a minimum, the RFP transaction number, project name, company name, and the information as called for in the section below. To be considered your proposal(s) shall be responsive to all items set forth below:

#### 3.1 Submit Proposal Responses

Electronically via the city's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

-or-

Hard (paper) Copy or Copies to:

Name

Department

Address

City, State

Zip

***The City of Sacramento will not consider proposals submitted in a format other than specified above.***

#### 3.2 Fee Schedule Submittal

Submit fee schedule(s) and hourly rates electronically using the rate sheet(s) provided

#### 3.3 Standard Forms to be Submitted with Proposal

- Fee Schedule as outlined in section 3.2
- Proposal Documents as outlined in section 3.4
- Attachment 1 - Proposal Signature Form
- Attachment 2 - Payment Discount Form
- Attachment 3 - Equal Benefits Ordinance Declaration of Compliance
- Attachment 3 - Local Business Enterprise 5% Preference Form
- Attachment - Local Business Enterprise Participation Form
- Attachment 4 - Drug Free Workplace Policy and Affidavit
- Performance Bond

### **3.4 Additional Proposal Submittal Requirements**

**Project Approach:** Describe how you will approach the project, showing that you understand the objectives and requirements of the project. Provide a detailed explanation of respondents' qualifications, expertise and capabilities, and provide specific examples of prior success completing comparable projects. To ensure a comprehensive response, please address the following:

- **Qualifications:** Clearly state how respondent is qualified to accomplish the project. As applicable, provide details on relevant experience, required certifications, industry expertise, and any other qualifications relevant to this procurement
- **Comparable Project Experience:** Describe respondent's success in completing projects of similar size and scope for public agencies or comparable organizations.

Your response should provide clear, well-structured narrative that allows evaluators to assess respondent's capabilities, past performance, and ability to successfully execute the services requested by this RFP.

**Resume:** Resumes must clearly describe relevant experience, qualifications, certifications, and specific roles the individual will perform. Each resume shall not exceed two (2) pages.

**Professional References:** Provide the names, addresses, and phone numbers for a minimum of three (3) references for whom the contractor/advanced provider has done similar projects. If more than three references are available, you may provide additional references that demonstrate respondent's experience and performance. For each reference, provide the following details:

- Professional reference name
- Employer and title
- Business/and address
- Contact telephone number
- Contact email address
- Nature of relationship

**Conflicts of Interest:** Describe any actual, apparent, or potential conflicts of interest that your firm may have regarding the project. If you have no conflicts of interest, a statement to that effect should be included in the proposal.

Complete and sign the Proposal Signature Form (Attachment 1)

Complete the Local Business Enterprise (LBE) forms (Attachments 2 and 3)

### **3.5 Performance Bond**

A performance bond is:       Required                       Not Required

If required, a performance bond approved by the City must be submitted by the successful proposer within ten days of the notification of the intent to award, in the amount of N/A% of the total amount of the proposal. The performance bond can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Such bond shall be approved as to form by the City Attorney.

### **3.6 Certificate of Insurance**

Successful proposers are REQUIRED to submit the necessary certificate(s) of insurance and endorsements as called for in the contract's General Provisions prior to award of the contract.

**3.7 Business Operations Tax Certificate**

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful proposers will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operation Tax Certificate, contact the City of Sacramento Revenue Division at (916) 808-8500 or visit:

<https://www.cityofsacramento.gov/finance/revenue/business-operations-tax>

## 4 APPLICABLE ORDINANCES AND PROGRAMS

### 4.1 Local Business Enterprise (LBE) Five Percent (5%) Proposal Evaluation Preference

The LBE 5% Preference **is applicable** to this Request for Proposals.

-or-

The LBE 5% Preference **is not applicable** to this Request for Proposals.

-or-

The LBE 5% Preference **is not applicable** to this Request for Proposals as the project is Federally-funded.

For contracts under \$250,000, firms that qualify as a local business enterprise (LBE) will receive a 5% preference on all City procurement opportunities. The prime proposer must qualify under the LBE to receive preference points and subcontractors may not be considered. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Detailed information about this program can be found in the City's LBE Policy, located at:

<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

### 4.2 Local Business Enterprise (LBE) Participation Program

The LBE Participation Requirement **is applicable** to this Request for Proposals.

-or-

The LBE Participation Requirement **is not applicable or has been waived** for this Request for Proposals

-or-

The LBE Participation Requirement **is not applicable** for this Request for Proposals as the project is Federally-funded.

The LBE Participation Program is applicable to non-professional, professional, and public project/construction contracts \$250,000 or more unless waived by the City Manager or the City Manager's designee. This program provides enhanced opportunities for the participation of qualifying business in the City's contracting and procurement activities. A minimum of 5% LBE participation is required. To receive credit for the 5% minimum participation requirement, proposers must either (a) be an LBE, or (b) subcontract with a qualified LBE. Proposers wishing to qualify for this requirement using subcontractors must submit the Subcontractor and Local Business Enterprise Participation Verification Form with their proposal.

Detailed information about this program and the Subcontractor and Local Business Enterprise Participation Verification Form can be found at: <https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

#### 4.3 **SB 1383**

Goods/services being requested on this solicitation qualify as Recovered Organic Materials and **will be subject to reporting requirements outlined in SB 1383.**

-or-

SB 1383 requirements are **not applicable** to this solicitation.

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products to meet their annual procurement target. These procurement requirements will strengthen California's green, self-sustaining economy. CalRecycle assigns an annual procurement target to each jurisdiction based on its population. Jurisdictions can fulfil their target by procuring any combination of the following recovered organic waste products:

- Compost
- Mulch
- Renewable Energy (Transportation Fuel, Heat, Electricity) from Anerobic Digestion and Electricity from Biomass Conversion.

Full regulatory requirements can be found at:

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IBB2CD6505B4D11EC976B000D3A7C4BC3&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))

#### 4.4 **Additional City Ordinances**

Information on additional ordinances may be found at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>

The Local Ordinance & Bid Preference Requirements Table outlines which ordinances apply to procurement contracts by type and dollar amount:

<https://www.cityofsacramento.gov/content/dam/portal/finance/Procurement/contract-ordinances/Local-Ordinances-and-Bid-Preference-Requirements-Table.pdf>

## 5 EVALUATION PROCEDURES

### 5.1 Evaluation Process

The City should validate and evaluate all proposals received before the evaluation deadline specified in this RFP. All requirements identified in this RFP must be satisfied to ensure that a proposal will qualify for consideration.

### 5.2 Evaluation Categories and Scoring

WRITTEN PROPOSAL	POINTS
<b>Experience:</b> Respondent's experience, expertise, and past performance providing similar services, including demonstrated success on comparable projects, adherence to schedules, and overall contract performance.	30
<b>Qualifications:</b> Qualifications, education, and training of key personnel assigned to the project, including specific roles, license and certifications.	20
<b>Proposed Project Approach:</b> Respondent's proposed approach, methodology, or work plan, including showing that you understand the objectives and requirements of the project, proposed solutions.	10
<b>Project Work Plan and Schedule:</b> Respondent's reliability, availability, and ability to meet the project schedule and deadlines including ability to allocate sufficient resources and effectively manage project timelines.	10
<b>SUBTOTAL</b>	70
LBE 5% Preference	3.5
<b>TOTAL FOR WRITTEN PROPOSALS</b>	73.5
INTERVIEW	
<b>Interview:</b>	20
<b>Expertise and reasoning:</b>	5
<b>Communication Skills:</b>	5
<b>SUBTOTAL</b>	30
LBE 5% Preference	1.5
<b>TOTAL FOR INTERVIEWS</b>	31.5
<b>TOTAL POSSIBLE POINTS</b>	105

<b>RANKING OF PROPOSER (assigned after completion of scoring)</b>	
---	--

**5.3 Point System Used to Rank Proposals**

A point system will be used to evaluate the proposals. The weight assigned to each criterion reflects what is most important to the success of the project to achieve the desired outcome. Pricing may not be the most important factor in all projects. Contract(s) will be awarded based on which proposal(s) are deemed to provide the best value to the City.

At the completion of the evaluation process, a total point value will be compiled for each proposal. The award recommendation(s), if any, will not necessarily be based on the lowest prices proposed; the award will be made to the proposer(s) determined to provide the best value to the City.

\*If interviews are not conducted, the award will be based solely on the scores of the written proposals. If interviews are conducted, the award will be based on the combined scores for the written proposals and interviews.

## 6 ADMINISTRATIVE REQUIREMENTS

### 6.1 Electronic Proposal Document Availability

Official Electronic copies of this proposal document can be obtained only from the City of Sacramento's official online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

Any additional information (Addenda, Q&A, etc.) pertaining to this proposal will also be found at the above link.

Proposal information obtained from third party sources will not be considered official and will not fulfill a proposer's responsibility for all official proposal information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and/or non-responsive.

### 6.2 Questions

**All questions must be submitted electronically via the City's online bid portal prior to the Q&A Deadline:**

<https://pbsystem.planetbids.com/portal/15300/portal-home>

Written responses to questions will be provided by the City as either an addendum or an email to all prospective proposers via the City's online bid portal.

If a question arises *after* the Q&A Deadline – it may be emailed to [EnterEmailAddressHere@cityofsacramento.org](mailto:EnterEmailAddressHere@cityofsacramento.org) . If the department soliciting proposals determines a response is needed, it shall issue an addendum to the solicitation to re-open the Q&A period to allow the question to be asked and answered via the online bid portal and to allow other prospective proposers to submit additional questions for a limited period of time.

### 6.3 Proposal Submission

Proposals should be prepared simply and economically, providing straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. The emphasis should be on completeness and clarity of content. To expedite proposal evaluations, it is essential that the specifications and instructions contained in the proposal instructions are followed as outlined.

Responses to this RFP become the exclusive property of the City and may be reviewed and evaluated by any persons at the discretion of the City following the publication of an intent to award a contract or contracts.

### 6.4 Proposals Become Public Records

Upon execution of a contract by the selected consultant(s), all proposals received in response to this RFP shall be regarded as public records and will be disclosable upon receipt of a request for public disclosure pursuant to the California Public Records Act; provided, however, that if any information or elements of the proposal is set apart and clearly marked as "Trade Secret" or "Proprietary" when it is provided to the City, the City will give notice to the Proposer of the request for disclosure to allow the Proposer to seek judicial protection from disclosure.

Failure by the Proposer to take timely steps to seek judicial protection from disclosure shall constitute a complete waiver by the Proposer of any rights regarding the information designated as "Trade Secret" or "Proprietary" and such information may be disclosed by the City pursuant to applicable procedures under the California Public Records Act. Under no circumstances will City have any obligations to seek judicial protection from disclosure for any proposals or other materials submitted in response to this RFP.

The City has no liability for any disclosure, unless such disclosure is made in violation of a court order obtained by a Proposer or pertains to materials marked as "Trade Secret" or "Proprietary" for which the City failed to give the above notice.

### **6.5 Proposal Expenses**

All Proposers responding to this RFP do so entirely at their expense. There is no expressed or implied obligation by the City to reimburse any Proposer for any costs incurred in preparing or submitting responses, for providing additional information when requested by the City, or for participating in any selection demonstrations or interviews, including pre-contract negotiations and contract negotiations. Proposers shall not include any such expenses as part of the price proposed in response to this RFP.

### **6.6 City Rights**

The City reserves the right to decide that one proposer is more responsive than the others and to select that proposal based on a review of the proposal only.

The City reserves the right to reject individual employees of contractors, or proposed subcontractors, and request substitution without indicating any reason.

### **6.7 Late Proposals Not Accepted**

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and any hard copies will be returned to the proposer.

### **6.8 Proposal Questions**

Any questions regarding form and content of your proposal per this RFP, should be sent to to the City's online bid portal: <https://pbsystem.planetbids.com/portal/15300/portal-home>

### **6.9 Proposal Modification**

Proposals may be withdrawn or modified before the due date of submission for proposals. Electronic proposals may be withdrawn or modified through the City's online bidding platform. Hard copy proposals may be modified by delivering a written and signed request by the due date. A request for modification of the proposal after the due date will not be considered, including a representation that the proposer was not fully informed regarding any information pertinent to the proposal or the offer. The City shall not be responsible for or bound by any oral instructions, interpretations or information provided by the City or its employees other than the RFP contact.

### **6.10 Verbal Directions**

No verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

### **6.11 Addenda and Supplements to RFP**

If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be provided to all known prospective proposers via the City of Sacramento's online bid portal PlanetBids.

<https://pbsystem.planetbids.com/portal/15300/portal-home>

It is the responsibility of the proposer to verify addenda and supplements up to the RFP submission date and time. Upon issuance, the terms of any addendum shall prevail over inconsistent provisions of earlier issued documentation.

RFP submittals missing acknowledgment of any addendum or information requested in this RFP may be considered non-responsive and the contractor may be eliminated from evaluation.

**6.12 Withdrawal of Proposals**

Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the Proposer without prejudice to the Proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the Proposer or the proposal's duly authorized representative, and has been filed with the City.

**6.13 Rejection of Proposals**

The City of Sacramento reserves the right to reject any or all proposals received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City of Sacramento may at its discretion determine not to award a contract solely on the basis of this request for proposals and will not pay for the information solicited or obtained.

The City reserves the right to reject any or all proposals submitted, correct any technical errors in the RFP process, waive any irregularities in any proposal, negotiate with any of the proposers, accept other than the lowest fee offer, or enter into a subsequent agreement with another proposer if the originally selected proposer fails to execute its agreement with the City.

**6.14 Proposal Variations in Service Delivery**

It is recognized that each Proposer may have developed unique and typical methods of service delivery. It is not the City's intention to disqualify a Proposer due to variations in service delivery that do not adversely affect quality and performance. Any proposal offering services equivalent to or of better quality and performance than that requested, which provides the necessary service, will receive full consideration for an award.

**6.15 Contract Negotiations**

Contract negotiations may be undertaken simultaneously during the evaluation of proposals with the finalist(s) as determined by the City.

Final approval of contracts awarded for projects of \$250,000 or more will be made by the City Council.

No agreement is binding unless it is executed by authorized representatives of the City and the selected proposer.

**6.16 Protest Procedure**

Any protests are subject to the City's adopted protest procedure. A copy of the City's protest procedure is available at: <https://www.cityofsacramento.gov/finance/procurement/bid-opportunities>

**6.17 Acceptance of Proposal**

The contents of the proposal of the successful Proposer will become contractual obligations to be contained in a formal written agreement. Failure of successful Proposer to accept these obligations in a formal agreement may result in cancellation of the award. The City may require Proposers to participate in negotiations and submit price, technical, or other revisions to their proposal(s) resulting from such negotiations.

**6.18 Selected Contractor Responsibilities**

The selected contractor must commit a professional staff and an experienced Project Manager who will be responsible for coordinating the services with the City. Service shall be the best of its respective kind. All professionals shall be skilled, knowledgeable, and successfully experienced in all aspects of providing the required services.

**6.19 Licenses**

The Contractor shall be required to maintain any necessary licenses and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the City.

**6.20 Non-Waiver of Defaults**

Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions of the contract, shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the City to avail itself of such remedies as it may have for any breach of the terms and conditions.

**6.21 Business Operations Tax Certificate**

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. The successful Proposer, and any subcontractors, will be required to show compliance with this requirement prior to the award of the contract. Information about the Business Operations Tax Certificate may be obtained from the City of Sacramento, Revenue Division, 915 I Street, New City Hall First Floor, Sacramento, CA 95814, or by telephone at (916) 808-8500.

**6.22 Contractual Obligations**

The standard City of Sacramento Professional Services Agreement includes, but is not limited to, the requirements shown in the contract. By submitting a proposal, the proposer is indicating they have reviewed the contract and are willing to comply with each provision attached. If the proposer wishes to negotiate any provision it must be indicated within the proposal. The City retains the discretion to accept or reject any proposed edits to the contract.

**6.23 Payment Terms**

Payment terms will be considered as Net 30 unless a cash discount for earlier payment is offered by the proposer. When prompt payment discounts are offered and accepted by the City, the calculated discount will be subtracted from the final proposed amount and the discounted amount will be used to determine lowest proposed cost. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award. Payment for services shall be in arrears.

**6.24 Purchase Order**

One or more purchase orders may be issued to the Contractor on behalf of the City department or division ordering goods covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30<sup>th</sup>, a second purchase order may be issued.

The purchase order does not supersede any provision of the contract. If purchase order terms conflict with the terms of the contract, the contract terms shall prevail. Performance time and dates are determined solely by the contract.

Delivery of material must not begin prior to the receipt of the purchase order.

**6.25 Cooperative Purchasing**

The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

**6.26 Professional Services Agreement**

The proposer(s) recommended for this award will be required to sign the Professional Services Agreement. The Agreement can be found at the following URL:

<https://www.cityofsacramento.gov/finance/procurement/standard-agreements>

Proposers are responsible for reading and understanding the Professional Services Agreement's requirements, terms, and conditions prior to submitting their proposals.

**ATTACHMENT 1**

**PROPOSAL SIGNATURE FORM**

All firms must complete and sign this section and include it within their submittal response. Failure to complete and sign this section will result in rejection of the submittal.

**Name of Firm:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Type of Business**

- Corporation
- Partnership
- LLC, Limited Liability Corporation
- Individual doing business under own name
- Individual doing business under firm name
- Joint Venture (Attach Joint Venture Agreement)

**Federal Tax I.D. Number:** \_\_\_\_\_

**City of Sacramento Business Operations Tax Number:** \_\_\_\_\_

\*Mandatory if recommended for contract award.

**Signature:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_

**ATTACHMENT 2**

**PAYMENT DISCOUNT**

**PAYMENT DISCOUNT:**

Will you offer a prompt payment discount?

Yes [ ] or No [ ] (Net 30 days)

**If Yes**, the Payment Discount is \_\_\_\_\_% for payment within \_\_\_\_\_ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

When prompt payment discounts are offered, the calculated discount will be subtracted from the final proposal amount and the discounted amount will be used to determine lowest price. Discounts offered for payment in less than twenty (20) days will not be considered as a basis for award.

**ATTACHMENT 3**

Local Business Enterprise (LBE)

**5% LBE Preference Program**

**Note: Proposers must provide responses to the following items in order to qualify for the 5% preference. This should only be completed by the prime proposer.**

**LBE FIVE PERCENT (5%) PREFERENCE**

For contracts under \$250,000, prime firms that qualify as an LBE will receive a 5% preference on all City procurement opportunities. For professional service contracts only, this preference also applies to procurement opportunities of \$250,000 or more.

A prime contractor that qualifies as an LBE shall receive additional points during the scoring process, so the final score awarded to the LBE is increased by 5% of the total possible evaluation points.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of proposal:
  - a. The LBE’s principal business office or workspace; or
  - b. The LBE’s regional, branch, or satellite office with at least one full-time employee located in the city or unincorporated county\* of Sacramento.

**Local Business Enterprise (LBE)**

Is the firm submitting the proposal qualified as a local business enterprise? Check the appropriate box below:

- YES** – the prime contractor submitting the proposal is qualified as a local business enterprise.
- NO** – the prime contractor submitting the proposal is not qualified as a local business enterprise.

If the response to the above is YES:

Provide the City of Sacramento Business Operation Tax Certificate Number and/or County of Sacramento Business License Number:

\_\_\_\_\_

If the response to the above is YES, a current copy of the City of Sacramento Business Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide qualifying business office or workspace address\*\*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Unincorporated area” generally refers to the part of a county that is not part of any city. The unincorporated area of Sacramento County **does not include** the cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, or Rancho Cordova. (See <https://www.saccounty.gov/Government/Pages/CitieswithintheCounty.aspx>).

\*\*Address must be a physical address for the basis of location. This excludes P.O. Box addresses, etc.

Detailed information about the LBE 5% Preference Program can be found at:  
<https://www.cityofsacramento.gov/finance/procurement/contract-ordinances>

Attachment 4 - Fee Schedule

Hourly Rate for Nurse Practitioner \$\_\_\_\_\_

Hourly Rate for Physician Assistant \$\_\_\_\_\_

Note: Rates are all inclusive. There will be no additional compensation given (i.e. travel expenses, etc.)

Attachment 5

CONTRACT #:
CONTRACT NAME: Nurse Practitioner/Physician Assistant – Mobile
Integrated Health (MIH) Program
AGREEMENT TERM:
AUTHORIZED RENEWALS:
DEPARTMENT/DIVISION: Fire/EMS

PROJECT:
NOT-TO-EXCEED AMOUNT:
SOLICITATION:
LBE (Y/N):

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT\*

THIS CONTRACT is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), and

Name of Contractor
Address
Phone/Fax/E-mail

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

- 1. Effective Date. This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. Contract Documents. All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled "Scope of Services") and Exhibit B (titled "Payment").

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

- 3. Services. Subject to the terms and conditions set forth in this Contract, Contractor shall provide to CITY the services described in Exhibit A ("Services").

Contractor will not be compensated for services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

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**\* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.**

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4. **Payment.** CITY shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. CITY shall furnish to Contractor only the facilities and equipment listed below, if any.

*Insert list of facilities and/or equipment to be furnished by City here or delete this if none will be provided*

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

**EXHIBIT A**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

*Ashley Aslin/Contract & Compliance Specialist  
5770 Freeport Blvd Ste. 200 Sacramento, CA 95822  
Phone:(916)808-0024/E-mail:aaaslin@sfd.cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Name/Title  
Address  
Phone/Fax/E-mail*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for one (1) year. The City may extend this Contract for up to four (4) additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.
- 4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.  yes  no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

**Attachment 1 to Exhibit A**  
**Scope of Services**  
**Mobile Integrated Health (MIH) Unit**

A. CONTRACTOR, through the Mobile Integrated Health (MIH) Unit, shall provide in-field medical care and care coordination services as directed by the CITY. The MIH program is designed to reduce unnecessary use of emergency departments (EDs) and 911 services, improve access to long-term treatment, and support public safety and managed care system goals.

1. CONTRACTOR shall provide services under medical oversight as required by applicable law, and in collaboration with the CITY's public safety, behavioral health, and care coordination partners.
2. CONTRACTOR may serve as a petitioner in CARE Court proceedings (Community Assistance, Recovery, and Empowerment Court), pursuant to California Welfare and Institutions Code § 5970 et seq., and may assist in identifying, evaluating, and documenting individuals potentially eligible for CARE Court, AOT (Assisted Outpatient Treatment), or conservatorship.

B. CONTRACTOR's responsibilities will include:

1. Field-Based Evaluation and Medication-Assisted Treatment (MAT).  
CONTRACTOR will identify, evaluate, and initiate or continue MAT in community settings for individuals with opioid and/or alcohol use disorders. Services shall include:
  - Administration of medications such as buprenorphine or naltrexone;
  - Coordination with pharmacy partners for continuity of care;
  - Education and harm reduction counseling;
  - Linkage to long-term treatment programs.
2. High Utilizer Engagement and EMS/ED Diversion.  
CONTRACTOR will focus on individuals who are high-frequency users of 911, EMS, and ED systems. Services include:
  - Case management and outreach to identified high utilizers;
  - In-field care planning to prevent unnecessary transport;
  - Referrals to non-emergency destinations and social services.
3. "Fit for Incarceration" Evaluations.  
Upon CITY request, CONTRACTOR shall conduct field-based medical assessments of individuals in police custody to determine medical fitness for

incarceration and make appropriate recommendations for diversion or treatment as necessary.

4. Treatment of Low-Acuity Conditions.

CONTRACTOR may provide in-field treatment for minor medical issues, including but not limited to:

- Wound care;
- Pain management (non-narcotic);
- Management of chronic disease symptoms;
- Basic diagnostics (e.g., blood pressure, glucose monitoring, withdrawal scoring tools).

5. Managed Care Plan Coordination.

CONTRACTOR may coordinate with Medi-Cal managed care plans and other payer partners to support field-based care, case management, and post-acute follow-up. This includes assisting in reporting metrics, supporting in-lieu-of-services (ILOS) models, and ensuring continuity of care.

6. Legal and Court Support Functions.

When directed by the CITY, CONTRACTOR may:

- Be requested to appear in court proceedings as a clinical witness or petitioner for CARE Court or related behavioral health processes;
- Prepare and submit evaluations and declarations using required forms;
- Coordinate with regional partners on case management.

7. Documentation and Compliance.

CONTRACTOR shall document all services rendered in the CITY's electronic patient care record (ePCR) or health record system and maintain all records and information contained therein in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and federal regulations related thereto in addition to any and all applicable federal, state, or local laws.

### C. Confidentiality

During and after the term of this Agreement, CONTRACTOR shall not disclose to any third party any records, reports, communications, or data related to CITY operations, procedures, or individual cases that have been marked or identified as confidential, without the express written permission of the Director of the CITY's [Department of Emergency Services / Department of Community Response], or their designee.

## EXHIBIT B

### PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$\_\_\_\_\_. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
  - A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. Invoices must be submitted to either of the addresses specified below.
    - (1) Email. Submit email invoices and any attachments to:  
[apinvoices@cityofsacramento.org](mailto:apinvoices@cityofsacramento.org)
    - (2) Postal Mail. If emailing is not an option, mail to:  
A/P Processing Center  
City of Sacramento  
915 I Street, Floor 4  
Sacramento, CA 95814-2608
  - C. All invoices submitted by Contractor must contain the following information:
    - (1) Job/Project Name
    - (2) CITY's current Purchase Order Number
    - (3) Contractor's Invoice Number
    - (4) Date of Invoice Issuance
    - (5) Work Order Number (if applicable)
    - (6) CITY representative identified on the Purchase Order

- (7) Contractor's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. CITY is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

## EXHIBIT C

### INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

  X   Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

\_\_\_\_ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's Primary and Excess liability policies are exhausted.

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

X  Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

\_\_\_\_ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

\_\_\_\_ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City.”

**6. Professional Liability Minimum Scope and Limits of Insurance Coverage.** Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is  Is not *[check one]* required for this Agreement.

- a. If Professional Liability insurance is provided on a claims made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

**7. Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.
10. **Verification of Coverage.**
- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:
- City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564
- C. Certificate Holder must be listed as:
- City of Sacramento  
c/o Exigis LLC  
PO Box 947  
Murrieta, CA 92564
- D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.
11. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

## EXHIBIT D

### GENERAL CONDITIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the CITY, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, Contractor may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

## **8. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. Contractor shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify Contractor not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by CITY, whether received in connection with Contractor's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by CITY in accordance with the Public Records Act.

- 9. Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
- 10. Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the CITY in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
  - B. CITY shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The CITY shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**14. Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

**15. Indemnity.**

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents,

servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

**16. Funding Availability.**

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

**17. Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
  - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the CITY join such litigation to protect the City's interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
  - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
  - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
  - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

## EXHIBIT E

### ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include “Public Work” under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor’s and any subcontractors’ current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

***To be completed by the City Representative if this Agreement is for the performance of any Public Work:***

Contractor DIR registration #: \_\_\_\_\_

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

## EXHIBIT F

### HIPAA BUSINESS ASSOCIATE AGREEMENT

#### 1. Definitions.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms defined in HIPAA, including, but not limited to, "Business Associate," "Covered Entity," "Protected Health Information" ("PHI"), "Electronic Protected Health Information" ("ePHI"), and "Breach."

- A. Breach: A "Breach" refers to the impermissible use or disclosure of PHI that compromises its security or privacy, unless the Covered Entity or Business Associate can demonstrate a low probability that the PHI has been compromised based on a risk assessment. Examples include data theft or loss of unencrypted devices containing PHI.
- B. Business Associate: A "Business Associate" is any person or entity that performs functions or activities on behalf of, or provides services to, a Covered Entity that involve the use or disclosure of Protected Health Information (PHI). Examples include third-party billing companies, cloud storage providers, or IT service providers who handle PHI.
- C. Covered Entity: A "Covered Entity" refers to health plans, healthcare clearinghouses, and healthcare providers who transmit any health information in electronic form in connection with transactions covered by HIPAA. These entities are directly responsible for protecting the privacy and security of patient information.
- D. Electronic Protected Health Information (ePHI): "ePHI" is any PHI that is created, stored, transmitted, or received electronically. This includes digital records, emails containing patient data, and electronic billing information. ePHI is subject to additional security requirements under the HIPAA Security Rule.

- E. Protected Health Information (PHI): "PHI" is any information, whether oral or recorded in any form, that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse, and relates to the past, present, or future physical or mental health condition of an individual, the provision of healthcare, or payment for healthcare. PHI can include names, addresses, birthdates, Social Security numbers, and medical records.

## 2. **Obligations and Activities of Business Associate.**

- A. Use and Disclosure of PHI: The Business Associate may only use or disclose PHI as necessary to perform services outlined in the underlying service agreement or as required by law, but not in a manner that violates HIPAA regulations.
- B. Safeguards: The Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of PHI other than as provided by this Agreement, including compliance with HIPAA's Security Rule (45 CFR Part 164 Subpart C) for ePHI.
- C. Mitigation: The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Agreement.
- D. Reporting: The Business Associate agrees to report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement, including breaches of unsecured PHI, in compliance with 45 CFR 164.410.
- E. Subcontractors: The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Agreement.
- F. Access to PHI: The Business Associate agrees to provide access to PHI in a designated record set, as necessary, to fulfill the Covered Entity's obligations under 45 CFR 164.524.
- G. Amendments to PHI: The Business Associate agrees to make any amendments to PHI in a designated record set as directed by the Covered Entity, pursuant to 45 CFR 164.526.
- H. Accounting of Disclosures: The Business Associate agrees to document and make available an accounting of disclosures of PHI as required under 45 CFR 164.528.

- I. Compliance with Law: The Business Associate shall comply with the requirements of the HIPAA Rules that apply to business associates, including any amendments to HIPAA or other laws that affect this Agreement.

**3. Permitted Uses and Disclosures by Business Associate.** The Business Associate may:

- A. Use or disclose PHI to perform the services as set forth in the service agreement between the Covered Entity and Business Associate, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
- B. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law or the Business Associate obtains reasonable assurances from the recipient that the PHI will remain confidential and used only for its intended purpose.
- C. Use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

**4. Term and Termination.**

- A. Term: This Agreement shall remain in effect until the termination of the service agreement or as otherwise provided by law.
- B. Termination for Cause: The Covered Entity may terminate this Agreement if the Business Associate materially breaches this Agreement.
- C. Obligations Upon Termination: Upon termination, the Business Associate shall return or destroy all PHI received from, or created on behalf of, the Covered Entity. If return or destruction is not feasible, the Business Associate shall extend the protections of this Agreement to the PHI and limit further use and disclosures to those purposes that make return or destruction infeasible.

**5. Miscellaneous.**

- A. Amendment: This Agreement may only be amended in writing, signed by both parties.
- B. Survival: The obligations of the Business Associate under this Agreement shall survive the termination of this Agreement with respect to PHI that cannot feasibly be returned or destroyed.
- C. Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.