

**Annual Contract for Medical Director Services for the Visalia Fire Department
(City of Visalia RFP No. 23-24-26)**

This Agreement, entered into and effective this _____ day of _____, 2024, by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "VENDOR", "CONTRACTOR", "CONSULTANT", "BIDDER", or "SUBRECIPIENT".

RECITALS

WHEREAS, VENDOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, City of Visalia reviewed and evaluated responses to the RFP 23-24-26 and determined to award a contract to VENDOR for Medical Director Services; and

WHEREAS, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and VENDOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The initial contract term shall be for a twelve (12) month period and shall, at the City's option and with the consent of the VENDOR, be extended annually thereafter for four (4) consecutive one-year periods. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia RFP 23-24-26, Medical Director Services
Attachment 4	Vendor's proposal in response to RFP No. 23-24-26
Attachment 5	Cost

3. VENDOR SCOPE OF SERVICES and COMMITMENTS*:

VENDOR shall provide the following services for the stated compensation ("Scope of Services"):

- A. The VENDOR agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 23-24-26 for the cost identified in Attachment 5.

4. CITY COMMITMENTS:

CITY shall perform the tasks listed as City's responsibilities as described in RFP 23-24-26.

5. COMPENSATION:

CITY shall pay VENDOR compensation on a reimbursement basis for services performed as outlined in Attachment 5. The VENDOR shall be paid no later than thirty (30) days following submission of a written, verified invoice to the City. Annual compensation shall not exceed the following amount under this Agreement, unless otherwise agreed in writing.

Cost	Not to exceed \$xxxx annually
Source of Funds:	Local Revenues
Payment Schedule:	As invoices are received.

6. CONTRACT PRICE ADJUSTMENTS:

All prices shall be firm and fixed for twelve (12) months from the annual anniversary date of the agreement. Prices may be adjusted annually at time of contract renewal and upon mutual agreement of the parties. It will be the responsibility of the contractor to request a price adjustment and to provide all documentation necessary to support this request. The request for price adjustment must be submitted to the Project Manager within the thirty (30) calendar day period prior to the annual anniversary date of the agreement.

The unit prices for the ensuing contracts shall be based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average). The contract unit prices may be changed in an amount equal to the percentage of movement for the most recent twelve-month period.

In no instance shall the price increase exceed 5%. The contract unit price changes as a result of this formula shall be binding on the contractor for the subsequent contract year. The adjustment of the unit bid price shall not be retroactive and shall apply only to changes incurred after approval.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

VENDOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

Attachment 1
GENERAL CONTRACT PROVISIONS

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:
- | | |
|-----------------------|------------------|
| CITY OF VISALIA | CONTRACTOR |
| 707 W. Acequia Ave. | _____ |
| Visalia, CA 93291 | _____ |
| Attention: City Clerk | Attention: _____ |
- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- J. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- K. Firearms Prohibited:** Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.

- L. Executive Order N-6-22 – Russia Sanctions** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Attachment 2
INSURANCE REQUIREMENTS

1. **CONTRACTOR Insurance.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.

2. **Subcontractor(s)' Insurance.** If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

3. **Types of Insurance and Minimum Limits.** The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. **Worker's Compensation** written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. **Medical Malpractice coverage**, in an amount not less than One Million Dollars (\$1,000,000).
 - c. **Sexual Misconduct and Molestation Liability** with minimum limit of One Million Dollars (\$1,000,000) per occurrence.
 - d. **Automobile Liability Insurance** for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - e. **Comprehensive or Commercial General Liability Insurance** coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability

4. **Other Insurance Provisions.**

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. **Endorsements.**

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.

c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division



City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291
(559)713-4334
purchasing@visalia.city

CITY OF VISALIA, CA
REQUEST FOR PROPOSALS RFP No. 23-24-26

Annual Contract – Medical Director Services

ADDENDUM NO. 1

Issued: Tuesday, February 25, 2025

Proposals Due: **THURSDAY, March 6, 2025 at 2:00pm**

Addendum is being issued to provide responses to questions. This addendum becomes part of the RFP 23-24-26 document and must be signed and submitted with proposal.

ITEM 1: QUESTIONS/RESPONSES

Q1: Should proposals be submitted by a business or an individual? For example, submit a proposal through my business and I am the sole provider of the business or submit the proposal as an individual?

R1: **The City will accept proposals from businesses and individuals. Proposers are to determine what would be most advantageous to them.**

Q2: It may not be possible to obtain the following insurances: workers compensation, auto insurance, and commercial general liability. Will the City be requiring these insurances?

R2: ***Workers Comp – A waiver can be signed if consultant does not have any employees.**

***Auto Insurance –**

- a.) The City does require proof of coverage for any autos, or
- b.) If the consultant does not have any owned autos, then we need a policy that covers hired and non-owned vehicles, or
- c.) We can accept proof of personal auto coverage if they are a sole proprietor. The limit of liability on their personal auto should be \$500,000 combined single limit. The proposer would need to ensure that their personal auto coverage is endorsed to include the business exposure. Evidence of coverage and endorsement will need to be provided to the City.

***General Liability -** Consultant will need both General Liability and Medical Malpractice (Medical Director Liability). The Medical Director Liability will provide coverage for losses related to direct patient care and the General Liability will provide coverage for non-patient care. To provide protection to our contractor and the City, we will not waive either of these requirements.

These insurance requirements and others listed in the RFP document will only be required from the consultant awarded the contract.

Q3: Should the cost be itemized to show the cost of medical services vs insurance expenses or a one lump cost?

R3: **Consultant is to propose a monthly cost (lump cost) to provide services to the City. The fee proposal along with the proposed project approach, will be used as a basis for any contract negotiations.**

Q4: What is the exact weekly schedule for the Medical Director? (E.g., Mon-Fri 8:30 AM - 4:30 PM, or flexible?)

R4: Flexible

Q5: Will the Medical Director be required to be on-call? If so, what is the on-call schedule and expectations?

R5: On call for consultation

Q6: How many hours per week is the Medical Director expected to dedicate to this role?

R6: Depending on the Department's needs, 2 to 12 hours per week.

Q7: What is the start date for this opportunity?

R7: 7/1/25

Q8: Will the Medical Director be expected to provide direct patient care, or is the role strictly oversight and consultation?

R8: Oversight and consultation

Q9: How many physicians are currently part of the EMS oversight team?

R9: One

Q10: What Electronic Medical Records (EMR) system does the Fire Department or EMS program use, if any?

R10: Imagetrend

Q11: Will travel expenses(mileage) be reimbursed?

R11: No.

END OF ADDENDUM NO. 1

/s/ Purchasing Division
(559) 713-4334

Respondent to sign and submit with Proposal

Firm: _____ Date: _____

By: _____
Respondent's Signature