

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSE  
AND MHN SERVICES, A CALIFORNIA CORPORATION FOR  
SUBSTANCE ABUSE TREATMENT AND MANAGED HEALTH NETWORK, A  
CALIFORNIA CORPORATION FOR THE EMPLOYEE ASSISTANCE PROGRAMS  
AND CRITICAL INCIDENT STRESS MANAGEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY") and MHN SERVICES, a California corporation and MANAGED HEALTH NETWORK, a California corporation (hereinafter MHN SERVICES and MANAGED HEALTH NETWORK referred to collectively as "CONSULTANT").

**RECITALS**

The purpose for which this AGREEMENT is made and all pertinent recitals are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1.     SCOPE OF SERVICES.**

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES," which is attached hereto and incorporated herein.

**SECTION 2.     TERM OF AGREEMENT.**

**A.     Initial Term**

The term of this AGREEMENT is July 1, 2014 and shall extend through June 30, 2015 ("Initial Term").

**Council Agenda: 6/10/14  
Item No: 2.26**

T-23062\ MHN contract\_final

B. Options to Extend

The CITY may extend the term of the AGREEMENT in one (1) one-year ("Option Period No. 1") and one (1) six-month increment ("Option Period No. 2"), up to a total maximum term of thirty (30) months, ending on December 31, 2016 ("Option Period"). The CITY shall exercise any option by written Notice of Exercise of Option in the form set forth in EXHIBIT F at least thirty (30) days prior to the expiration of this AGREEMENT or the expiration of the Option Period, whichever is applicable. All terms and conditions of this AGREEMENT shall remain in full force and effect during any and all Option Periods.

C. Appropriation of Funds

CITY's funding of this AGREEMENT shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations by the San José City Council. Accordingly, the parties agree that CITY's exercise of any option to extend is contingent upon appropriation of funds by the CITY.

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

**SECTION 4. COMPENSATION.**

- A. The compensation to be paid to CONSULTANT for all services described herein shall not exceed Six Hundred and Five Thousand Dollars (\$605,000) for the Initial Term. The compensation to be paid to CONSULTANT for all services described herein shall not exceed Six Hundred and Five Thousand Dollars (\$605,000) for Option Period No. 1. The compensation to be paid to

CONSULTANT for all services described herein shall not exceed Three Hundred Two Thousand and Five Hundred Dollars (\$302,500) for Option Period No. 2. The maximum amount of compensation to be paid to CONSULTANT for all services described herein under this AGREEMENT shall not exceed One Million Five Hundred Twelve Thousand and Five Hundred Dollars (\$1,512,500). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

B. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:

1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
  - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
  - b. High risk of cross-contamination with non-potable water.
  - c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
3. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water under the exception referenced above in Subsection 2 (c) must be accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT.

**SECTION 5. METHOD OF PAYMENT.**

Pursuant to EXHIBIT D, entitled "COMPENSATION," CITY shall pay CONSULTANT monthly premiums based upon actual employee head count as determined by CITY, in accordance with the rates listed in said EXHIBIT. CITY will provide a monthly employee head count to CONSULTANT, designating whether the employee is an eligible sworn employee, or a non-sworn employee.

**SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.**

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

**SECTION 8. INDEMNIFICATION.**

- A. CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.
- B. MHN SERVICES and MANAGED HEALTH NETWORK are jointly and severally liable for all obligations under this AGREEMENT. If either MHN SERVICES or MANAGED HEALTH NETWORK violates this AGREEMENT, both MHN SERVICES and MANAGED HEALTH NETWORK are considered to have violated the AGREEMENT. CITY's requests and notices to either MHN SERVICES or MANAGED HEALTH NETWORK constitute notice to both MHN SERVICES and MANAGED HEALTH NETWORK.

**SECTION 9. INSURANCE REQUIREMENTS.**

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Manager or the City Manager's authorized designee ("Risk Manager") of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

**SECTION 10. NONDISCRIMINATION.**

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

**SECTION 11. TERMINATION.**

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's City Manager, or a designee, is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. GOVERNING LAW.**

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

**SECTION 13. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 14. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.**

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- A. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

**SECTION 15. CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.**

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

**SECTION 17. WAIVER.**

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

**SECTION 18. CONSULTANT'S BOOKS AND RECORDS.**

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.



- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

**SECTION 19. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. As of the date of entering into this AGREEMENT, CONSULTANT's employees assigned to perform services as specified in EXHIBIT B of

this AGREEMENT ("CONSULTANT's Assigned Employees") shall not be required to complete and file a Form 700 with CITY's Clerk. In the event that the CITY subsequently determines to require CONSULTANT's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONSULTANT in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). CONSULTANT shall cause CONSULTANT's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to the City's Benefits Manager, Department of Human Resources, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days from the date the Form 700 Notice was requested.

**SECTION 20. GIFTS.**

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

**SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.**

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

**SECTION 22. SPECIAL PROVISIONS.**

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT G, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

**SECTION 23. NOTICES.**

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

To CITY:

City of San José – Human Resources  
Attn: Alex Gurza, Deputy City Manager  
200 E. Santa Clara Street, 2<sup>nd</sup> Floor Wing  
San José, CA 95113

To CONSULTANT:

MHN Services  
Joy Bellomo, Senior Account Manager  
2370 Kerner Blvd  
San Rafael, CA 94901  
Mailstop: CA-909-02-09

Managed Health Network  
Joy Bellomo, Senior Account Manager  
2370 Kerner Blvd  
San Rafael, CA 94901  
Mailstop: CA-909-02-09

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 24. VENUE.**

In the event that suit shall be brought by a party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

**SECTION 25. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

**WITNESS THE EXECUTION HEREOF** on the day and year first hereinabove written.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation

\_\_\_\_\_  
SUZANNE HUTCHINS  
Sr. Deputy City Attorney

By \_\_\_\_\_  
Toni J. Taber  
City Clerk, CMC

"CONSULTANT"

MHN SERVICES, a California corporation

By \_\_\_\_\_  
Name: Larry Tallman  
Title: President of MHN SERVICES

MANAGED HEALTH NETWORK, a  
California corporation

By \_\_\_\_\_  
Name: Larry Tallman  
Title: President of MANAGED  
HEALTH NETWORK

**EXHIBIT A**

**RECITALS**

WHEREAS, the CITY OF SAN JOSE desires to obtain consultant services to provide Substance Abuse Referrals and Treatment services for all employees.

WHEREAS, MHN SERVICES has the necessary professional expertise and skill to perform such Substance Abuse Referral and Treatment services;

WHEREAS, the CITY OF SAN JOSE desires to obtain consultant services to provide an Employee Assistance Program to CITY's sworn and public safety employees, and an Employee Assistance Program to CITY's nonsworn employees; and Critical Incident Stress Management services for all employees

WHEREAS, MANAGED HEALTH NETWORK is licensed as a specialized health care service plan under the Knox-Keene Health Care Service Plan Act of 1975 and has the necessary professional expertise and skill to perform such an Employee Assistance Program to CITY's sworn and public safety employees, an Employee Assistance Program to CITY's nonsworn employees; Critical Incident Stress Management services for all employees; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain MHN SERVICES and MANAGED HEALTH NETWORK collectively as "CONSULTANT" to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

## **EXHIBIT B**

### **SCOPE OF SERVICES**

CONSULTANT shall provide the following services:

- I. EAP and CISM Services shall be provided by MANAGED HEALTH NETWORK to CITY as follows:

MANAGED HEALTH NETWORK, through its staff and independently contracting providers, will provide the following: Employee Assistance Program (a service designed to address personal or family problems, including mental health, various addictions, marital problems, parenting problems, childcare/eldercare problems, emotional problems, financial or legal concerns, or other issues), and Critical Incident Stress Management (an adaptive, short-term psychological intervention process that focuses solely on an immediate and identifiable problem) services as follows:

**A. All Employees** (except Temporary Unclassified Employees and Temporary Executive Managers)

1. MANAGED HEALTH NETWORK shall maintain a comprehensive network of behavioral health providers to furnish Employee Assistance Program services to eligible individuals. All such providers will be credentialed in accordance with MANAGED HEALTH NETWORK's credentialing policies and practices, which will at all times meet or exceed the standards promulgated by the National Committee for Quality Assurance for Managed Behavioral Healthcare Organizations.
2. MANAGED HEALTH NETWORK shall provide one hundred (100) hours of training or seminars on issues pertinent to the Employee Assistance Program and/or the mental well being of employees. Such sessions will be at no additional cost to CITY and shall be coordinated by the CITY's Human Resources Department, open to all CITY employees, and shall be given at CITY facilities at mutually agreed upon schedules and locations. Any training hours not used during the calendar year will be rolled over for use during the following calendar year during the term of this AGREEMENT. The number of hours available during any partial calendar year shall be adjusted on a pro rata basis.
3. In addition, MANAGED HEALTH NETWORK will provide the option of additional training or seminars at contract rates on an as requested basis.

4. MANAGED HEALTH NETWORK will provide assistance to CITY in developing solutions, training and related electronic and printed communication materials for CITY-wide issues, such as potential layoffs.
5. MANAGED HEALTH NETWORK shall attend and present plan information at the CITY's annual Benefits Fair for employees.

**B. Non-Sworn Employees** (except Temporary Unclassified Employees and Temporary Executive Managers)

1. MANAGED HEALTH NETWORK shall assist in the introduction of an Employee Assistance Program to the City through development of policies, procedures, and written information about the program.
2. MANAGED HEALTH NETWORK shall provide twenty-four (24) hour emergency Employee Assistance Program services for employees in response to personal crises and twenty-four (24) hour crisis counseling by telephone.
3. Eligibility for Employee Assistance Program services will be presumed for all callers to the CITY dedicated telephone line.
4. Upon request, MANAGED HEALTH NETWORK shall provide advice and assistance to individual CITY supervisors regarding their questions or concerns about potential or actual Management/Supervisory referrals and other "workplace support" services.
5. MANAGED HEALTH NETWORK shall provide assistance to CITY employees and their respective spouses, domestic partners, dependent children (as defined by the U.S. Internal Revenue Code and/or the Patient Protection and Affordable Care Act) and the dependent children of domestic partners ("dependents") through individual in-person interviews, assessments and/or counseling sessions of up to fifty (50) minutes per session ("in-person session").
  - a. In-person sessions for non-sworn employees and their dependents will be limited to a maximum of five (5) per calendar year per episode (an incident or period considered in isolation) the employee and/or dependents involved in counseling for that episode except in the case of substance abuse or employer referral for work related problems.
  - b. In-person sessions for sworn employees, including non-sworn police and fire department public safety dispatchers, and their dependents shall be unlimited, pursuant to section C-4 below.
  - c. Employees formally referred for Employee Assistance Program services by a manager or supervisor, including but not limited to



instances of substance abuse, may receive unlimited in-person sessions, as required for resolution as determined by a licensed clinician.

6. At the request of CITY administration, MANAGED HEALTH NETWORK shall provide limited Employee Assistance Program counseling assistance on a case-by-case basis for unbenefited CITY employees in crises.
7. MANAGED HEALTH NETWORK shall provide the option of continued counseling services from the same network provider beyond the maximum five in-person sessions, so long as the problem(s) addressed are within the treatment expertise of such network provider. CITY employees shall be advised that they, and not the CITY, shall be responsible for payment of services provided beyond the contract maximum. The network provider has the option, but is not obligated, to offer the individual a reduced rate for any additional in-person sessions.
8. Where indicated, MANAGED HEALTH NETWORK shall refer CITY employees to other agencies, and individuals for assistance. In making such referrals to other agencies, employee preferences will be considered with respect to the need, location, cost, and available resources; also, CITY employees will be advised that they, and not CITY, shall be responsible for payment of all costs and fees of any such agency for services rendered to them.
9. MANAGED HEALTH NETWORK shall designate a representative(s) of MANAGED HEALTH NETWORK to represent MANAGED HEALTH NETWORK to CITY in the day-to-day contact regarding services covered by the AGREEMENT. The CITY shall be able to change the representative(s) if the CITY feels it is necessary.
10. MANAGED HEALTH NETWORK shall provide CITY a quarterly and annual report on the progress of MANAGED HEALTH NETWORK's Employee Assistance Program activities. Such reports shall include a statistical analysis of the numbers and types of referrals and related information as agreed to between MANAGED HEALTH NETWORK and the CITY.
11. MANAGED HEALTH NETWORK shall, in performance of services required under the AGREEMENT, comply with all applicable Federal, State, County and CITY laws, rules, regulations, orders, directions, and policies issued pursuant thereto (hereinafter referred to as "Laws"). Whenever any such "Laws" require any provision to be complied with by MANAGED HEALTH NETWORK, although not herein incorporated in the AGREEMENT, such provision shall be deemed set forth at length

herein and shall be complied with by MANAGED HEALTH NETWORK with the same force and effect as if specifically included.

12. MANAGED HEALTH NETWORK shall represent and warrant that all services and treatment to be rendered by MANAGED HEALTH NETWORK, its employed staff and its network providers, will be conducted by duly qualified and, if required, licensed personnel, and that any and all referrals made will be made to such duly qualified and licensed personnel.
13. Where required by law, MANAGED HEALTH NETWORK shall ensure that each participating CITY employee has executed an appropriate authorization prior to the release of any information concerning the employee.
14. MANAGED HEALTH NETWORK will provide its standard communications materials to CITY for use and dissemination to its employees. Materials may consist of print and/or electronic materials including, employee brochures with wallet cards, periodic paycheck flyers, workplace posters that include the toll-free telephone number for accessing services, and other written and/or electronically formatted materials appropriate to maintain promotional activity at CITY. MANAGED HEALTH NETWORK will also provide to CITY a supervisor manual and employee and supervisor videos.
15. Unless otherwise required by law, MANAGED HEALTH NETWORK will not disclose to any third party any reports, recommendations, conclusions, or other results of any service performed under the AGREEMENT with the CITY, without the prior written consent of the CITY. This provision shall not affect an individual's right to have his or her personal health or other information disclosed to a third party, as authorized under any applicable law.

**C. Sworn Employees** (except Temporary Unclassified Employees and Temporary Executive Managers)

1. MANAGED HEALTH NETWORK shall assist in the introduction of MANAGED HEALTH NETWORK's Employee Assistance Program to the CITY through development of policies, procedures, and written information about the program.
2. MANAGED HEALTH NETWORK shall provide twenty-four (24) hour emergency Employee Assistance Program services for employees in response to personal crises and twenty-four (24) hour crisis counseling by telephone.

3. Eligibility for Employee Assistance Program services will be presumed for all callers to the CITY dedicated telephone line.
4. Upon request, MANAGED HEALTH NETWORK shall provide assistance to CITY sworn police officers, sworn firefighters, police and fire public safety dispatchers and their dependents through in-person sessions. Such sessions shall be unlimited.
5. Upon request, MANAGED HEALTH NETWORK shall provide advice and assistance to individual CITY supervisors and Police Department or Fire Department Employee Assistance Committee members regarding their questions or concerns about actual or potential Management/Supervisor referrals or for other "workplace support" services.
6. MANAGED HEALTH NETWORK staff member(s) shall meet with or accompany employees in the course of their work in the Police and Fire Department to better understand their needs for a period of time to be mutually agreed upon by CITY and MANAGED HEALTH NETWORK.
7. Where indicated, MANAGED HEALTH NETWORK shall refer CITY employees to other agencies, and/or individuals for assistance. In making such referrals to other agencies, employee preferences will be considered with regard to the need, location, cost, and available resources; also, CITY employees will be advised that they, and not CITY, shall be responsible for payment of all costs and fees of any such agency for services rendered to them.
8. MANAGED HEALTH NETWORK shall designate a representative(s) of MANAGED HEALTH NETWORK to represent MANAGED HEALTH NETWORK to CITY in the day-to-day contact regarding services covered by the AGREEMENT. The CITY shall be able to change the representative(s) if the CITY feels it is necessary.
9. MANAGED HEALTH NETWORK shall provide CITY a quarterly and annual report on the progress of MANAGED HEALTH NETWORK's Employee Assistance Program activities. Such reports shall include a statistical analysis of the numbers and types of referrals and related information as agreed to between MANAGED HEALTH NETWORK and the CITY.
10. MANAGED HEALTH NETWORK shall, in performance of services required under the AGREEMENT, comply with all applicable Federal, State, County and CITY laws, rules, regulations, orders, directions, and policies issued pursuant thereto (hereinafter referred to as "Laws"). Whenever any such "Laws" require any provision to be complied with by

MANAGED HEALTH NETWORK, although not herein incorporated in the AGREEMENT, such provision shall be deemed set forth at length herein and shall be complied with MANAGED HEALTH NETWORK with the same force and effect as if specifically included.

11. MANAGED HEALTH NETWORK shall represent and warrant that all services and treatment to be rendered by MANAGED HEALTH NETWORK will be conducted by duly qualified and, if required, licensed personnel, and that any and all referrals made will be made to such duly qualified and licensed personnel.
12. Where required by law, MANAGED HEALTH NETWORK shall ensure that each participating CITY employee has executed an appropriate authorization prior to the release of any information concerning the employee.
13. MANAGED HEALTH NETWORK will provide its standard communications materials to CITY for use and dissemination to its employees. Materials may consist of print and/or electronic materials, including employee brochures with wallet cards, periodic paycheck flyers and workplace posters that include the toll-free telephone number for accessing services, and other written and/or electronically formatted materials appropriate to maintain promotional activity at CITY. MANAGED HEALTH NETWORK will also provide to CITY a supervisor manual and employee and supervisor videos.
14. Unless otherwise required by law, MANAGED HEALTH NETWORK will not disclose to any third party any reports, recommendations, conclusions, or other results of any service performed under the AGREEMENT with the CITY, without the prior written consent of the CITY. This provision shall not affect an individual's right to have his or her personal health or other information disclosed to a third party, as authorized under any applicable law.

#### **D. Critical Incident Stress Management**

MANAGED HEALTH NETWORK, through its staff, shall provide Critical Incident Stress Debriefings ("CISD") (a focused, small-group, supportive crisis intervention process) and Critical Incident Stress Management ("CISM") (an adaptive, short-term psychological intervention process that focuses solely on an immediate and identifiable problem) to all CITY employees, and shall perform the following services:

1. Assist the CITY's CISM Teams in the development and updating of policies, procedures, materials, and training classes as requested by the Police or Fire CISM teams.

2. Conduct classes and training for current or new peer counselors as requested by the CITY's CISM teams or Police or Fire administration to maintain an effective CISM Program.
3. Provide assistance to all impacted CITY employees through individual and group Critical Incident Stress Debriefing (CISD) sessions as indicated by the circumstances. Such sessions shall be provided at the request of the appropriate supervisory personnel and shall be held at such facilities as deemed appropriate.
4. Provide a contact telephone number such that there is 24-hour access available to CISM Services. Debriefing services shall be held no sooner than ninety (90) minutes after telephone contact and no later than 72 hours after telephone contact.
5.
  - a. Provide a team of licensed mental health professionals who are trained and experienced in this area and available for CISM/ CISD services. At least one (1) such licensed mental health professional shall be available at all times to the CITY in the event of such need.
  - b. Each debriefing session shall include at least one (1) such licensed mental health professional and, in the event that the incident involved a large number of CITY employees, an appropriate number of licensed mental health professionals shall be available. Peer counselors may be included as appropriate after the training of such peers is complete.
6. Schedule 5-hour ride-alongs for CISM/ CISD counselors with both Police and Fire Departments as mutually agreed upon by CITY and MANAGED HEALTH NETWORK.
7.
  - a. Where indicated, refer individuals requiring extended individual counseling to the CITY's EAP or other appropriate mental health agency.
  - b. In making such referrals to other agencies, employee preferences will be considered with regard to the need, location, cost, and available resources; also, CITY employees will be advised that they, and not CITY, shall be responsible for payment of all costs and fees of any such agency for services rendered to them above and beyond the scope of the CITY's contracts with such agencies.
8. Designate a representative to represent MANAGED HEALTH NETWORK to the CITY in the day-to-day contact regarding services covered by this AGREEMENT with the CITY. Designate a representative to specifically handle CISM/CISD issues with the Police and Fire Department Crisis Teams.

9. Provide CITY quarterly and annual reports on CISM/CISD Program activities. Such reports shall include a statistical analysis of the numbers and types of incidents for which CISM/CISD services were provided. Direct Service, Consultation and Training hours credited or used, as well as travel expenses charged, must also be included. A summary of follow-up activities by Police and Fire Departments, when appropriate, will be provided. For purposes of this AGREEMENT, "Direct Service" shall mean any on-site group debriefing session with CITY employees.
10. Represent and warrant that all of the aforesaid services and treatments to be rendered by MANAGED HEALTH NETWORK will be conducted by duly qualified and, if required, licensed personnel, and that any and all referrals made by MANAGED HEALTH NETWORK will be made by such duly qualified and licensed personnel. As indicated in EXHIBIT D, a monthly retainer amount of \$500 (\$6,000 per year) shall be remitted to MANAGED HEALTH NETWORK by CITY in order to provide these services. The retainer will pay, in advance, for a corresponding number of Direct Service hours. The hours shall roll over month-to-month and any unutilized hours will roll over annually within the contract period. Unused annual retainer fees paid monthly can also be converted to Consultation and/or Training hours as needed.

#### **E. Post-Traumatic Stress Services**

MANAGED HEALTH NETWORK shall provide the following service to CITY:

1. Create a registration record of each sworn police officer and firefighter (excluding public safety dispatchers) the CITY approves for individual Post Traumatic Stress Disorder (PTSD) treatment.
2. Coordinate care for PTSD treatment at a cost of \$100 per case.

PTSD treatment shall be delivered by those facilities deemed appropriate in the sole discretion of the CITY, including but not limited to the West Coast Post-trauma Retreat<sup>sm</sup> (WCPR). MANAGED HEALTH NETWORK shall have no obligation to provide utilization management services or provider selection or credentialing in connection with PTSD treatment services, or to review, refer or approve any individual for PTSD treatment under this AGREEMENT.

#### **F. Legal and Financial Consultation Services**

MANAGED HEALTH NETWORK will provide or arrange for a third party vendor to provide the following services to those employees and their dependents (as

defined by the CITY) eligible for Employee Assistance Program services under this AGREEMENT:

1. **Legal Consultation Services.** Services consist of an initial telephonic or in-person consultation with an attorney located in the eligible employee's state of domicile for routine legal needs. During the consultation, an attorney will explain the employee's or their dependents' rights, identify options, and, if needed, recommend a course of action, which may include referral to a different attorney. Individuals who elect to retain legal counsel from an attorney after the initial consultation will be entitled to a twenty-five percent (25%) reduction in fees from the attorney's normal hourly rate and/or fee schedule, as applicable. Individuals are entitled to one (1) free initial office or telephone consultation with an attorney per separate legal matter per contract year. Services are not available (i) in connection with employment-related matters; (ii) in connection with disputes or proceedings involving MANAGED HEALTH NETWORK, its subsidiaries, affiliates or customers; (iii) an individual's employer; (iv) MANAGED HEALTH NETWORK's legal and/or financial services vendor(s) or any of its attorneys' and (v) matters that are frivolous, harassing, or otherwise involve the violation of ethical rules.
2. **Financial Consultation Services.** Services include telephonic information and consultation on debt management, basic financial planning, insurance, retirement, savings and investments, budgeting for vacations, family financial issues and identity theft resolution. Employees and their dependents are entitled to one (1) free telephone consultation per separate financial matter per contract year. Services are intended to assist individuals in formulating financial planning strategies and to serve as an information resource and planning tool. Financial consultants will neither advise nor instruct individuals as to any course of action, nor be responsible for any decisions made by individuals about their financial planning.

#### **G. Work/Life Services**

MANAGED HEALTH NETWORK will provide or arrange for a third party vendor to provide the following services to those employees and their dependents eligible for Employee Assistance Program services under this AGREEMENT:

1. Telephone consultation, information, education, access to an expanded on-line library of information and tools, and referral services in connection with child care, elder care, parenting issues, children with special needs, schooling and education, teen and young adult issues and adoption assistance, as well as personal convenience services such as pet care, relocation assistance, home or auto repair and improvement or similar services.

2. When an employee or employee's dependent requests a referral for dependent care, a consultant will gather information about the individual's needs and send a packet of educational materials and a list of no fewer than three (3), to the extent available, licensed, certified or registered dependent care providers with confirmed vacancies matching the individual's expressed needs. In all cases, the information about, and description of, a particular information agency, resource organization, placement agency, or direct child care or elder care service provider has been provided by the agency, organization, or direct child care or elder care service provider.

CITY will:

1. Provide a monthly employee head count to MANAGED HEALTH NETWORK, designating whether the employee is an eligible sworn employee, or a non-sworn employee. CITY shall use this head count to calculate the actual monthly fees due to MANAGED HEALTH NETWORK. The monthly fee shall be paid by CITY regardless of whether or not each covered employee has actually participated in the Employee Assistance Programs.
2. Assume responsibility for scheduling and notifying CITY employees of MANAGED HEALTH NETWORK meeting and trainings.
3. Distribute publicity and communications relating to the Employee Assistance Programs.
4. Maintain administrative procedures through the Police and Fire Department as to appropriate use of the CISM/ CISM Program. This will include coordination of the training of top management and supervisory personnel by MANAGED HEALTH NETWORK as to the goals and benefits of this Program.
5. Through current CISM/CISM teams, facilitate involvement of appropriate personnel in the peer counseling training. This will include assistance in the development of guidelines and enrollment criteria for the selection of interested public safety personnel.
6. Provide meeting place and facilities required for planning and evaluation meetings, group orientation sessions, and debriefing sessions.
7. Assume responsibility for scheduling and notifying employees of scheduled debriefings and other on-site services.



8. Provide publicity and communications relating to the CISM/ CISM Program, including production and distribution of promotional materials.
  9. Designate a contract administrator from the Human Resources Department, a representative from the Police CISM team and a representative from the Fire CISM team to coordinate with MANAGED HEALTH NETWORK in the day-to-day Critical Incident Stress Management services covered by this AGREEMENT.
- II. Substance Abuse Services shall be provided by MHN SERVICES to CITY as follows:
- A. **All Employees** (except Temporary Unclassified Employees and Temporary Executive Managers) and no dependents.

Substance Abuse Treatment (the processes of medical or psychotherapeutic treatment for dependency on psychoactive substances) and Critical Incident Stress Management (an adaptive, short-term psychological intervention process that focuses solely on an immediate and identifiable problem) services as follows:

1. MHN SERVICES shall maintain a comprehensive network of behavioral health providers to furnish Employee Assistance Program services and Inpatient (a patient who occupies a bed for at least one night in the course of treatment, examination, or observation) substance abuse services to eligible individuals. All such providers will be credentialed in accordance with MHN SERVICES's credentialing policies and practices, which will at all times meet or exceed the standards promulgated by the National Committee for Quality Assurance for Managed Behavioral Healthcare Organizations will be advised that they, and not CITY, shall be responsible for payment of all costs and fees of any such agency for services rendered to them.
2. MHN SERVICES shall provide 42 hours of training and orientation regarding drug treatment and drug abuse during any calendar year. Such training and orientation will be provided at no additional cost to the CITY and will be in addition to the one hundred (100) hours described above. The number of hours available during any partial calendar year shall be adjusted on a pro rata basis.
3. MHN SERVICES shall, in performance of services required under the AGREEMENT, comply with all applicable Federal, State, County and CITY laws, rules, regulations, orders, directions, and policies issued pursuant thereto (hereinafter referred to as "Laws"). Whenever any such "Laws" require any provision to be complied with by MHN SERVICES, although not herein incorporated in the AGREEMENT, such provision

shall be deemed set forth at length herein and shall be complied with by MHN SERVICES with the same force and effect as if specifically included.

4. MHN SERVICES shall represent and warrant that all services and treatment to be rendered by MHN SERVICES, its employed staff and its network providers, will be conducted by duly qualified and, if required, licensed personnel and that any and all referrals made will be made to such duly qualified and licensed personnel.
5. Where required by law, MHN SERVICES shall ensure that each participating CITY employee has executed an appropriate authorization prior to the release of any information concerning the employee.
6. Unless otherwise required by law, MHN SERVICES will not disclose to any third party any reports, recommendations, conclusions, or other results of any service performed under the AGREEMENT with the CITY, without the prior written consent of the CITY. This provision shall not affect an individual's right to have his or her personal health or other information disclosed to a third party, as authorized under any applicable law.
7. Where indicated, MHN SERVICES shall refer CITY employees to other agencies, and/or individuals for assistance. In making such referrals to other agencies, employee preferences will be considered with regard to the need, location, cost, and available resources; also, CITY employees will be advised that they, and not CITY, shall be responsible for payment of all costs and fees of any such agency for services rendered to them.
8. MHN SERVICES shall designate a representative(s) of MHN SERVICES to represent MHN SERVICES to CITY in the day-to-day contact regarding services covered by the AGREEMENT. The CITY shall be able to change the representative(s) if the CITY feels it is necessary.
9. MHN SERVICES shall deliver services under the CITY's Substance Abuse Program and Policy in accordance with the City Policy Manual and the memorandum of agreements with CITY's bargaining groups. Currently all bargaining groups are covered under this program. Such services are limited to the employee only (no dependents). The CITY shall notify MHN SERVICES of any other employees who become covered under this program. MHN SERVICES shall review all cases referred to the Employee Assistance Program involving drug and alcohol abuse and refer such cases to appropriate treatment, including, but not limited to, counseling within the MHN SERVICES's system; supervised attendance at treatment programs, such as Alcoholics Anonymous, and/or other outpatient counseling.

10. MHN SERVICES shall maintain a utilization management program, for the purpose of assessing whether inpatient Substance Abuse Treatment services are medically necessary and appropriate. The utilization management program will include, as appropriate, pre-admission certification, concurrent review certification, and case management. MHN SERVICES shall refer said employee to an appropriate facility and shall, as appropriate, notify CITY of the following: employee's work department, name of treating facility and/or licensed mental health professional conducting such treatment, dates of treatment, cost, and any other details necessary for appropriate payment of such treatment by the CITY.
  11. MHN SERVICES shall perform all claims review and adjudication services for payment to contracted participating providers, facilities, and/or hospitals for services to be delivered pursuant to this AGREEMENT.
  12. MHN SERVICES shall deliver services under the CITY's Substance Abuse Program and Policy in accordance with the City Policy Manual and agreements with the International Association of Firefighters, Local 230, and San José Police Officer's Association. Such services are limited to employees only (no dependents).
- B. CITY shall provide to MHN SERVICES any updates to CITY's Substance Abuse Policy and CITY shall regularly consult with MHN SERVICES regarding the terms of the CITY's Substance Abuse Policy.
- C. CITY and MHN SERVICES agree to develop a process to verify eligibility of all substance abuse participants prior to the commencement of substance abuse services or treatment.

## **EXHIBIT C**

### **SCHEDULE OF PERFORMANCE**

CONSULTANT shall commence the services required under this AGREEMENT on July 1, 2014. The estimated time for completion shall be as follows:

- Initial Term: July 1, 2014 – June 30, 2015
- Option Period No. 1: July 1, 2015 – June 30, 2016
- Option Period No. 2: July 1, 2016 – December 31, 2016

**EXHIBIT D**  
**COMPENSATION**

- I. CITY shall pay monthly premium rates for EAP services based on actual employee head count as determined by CITY in accordance with the following rates:

**FOR EAP SERVICES PER EMPLOYEE:**

	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>	<b><u>July – Dec 2016</u></b>
<b>Sworn Employees and Public Safety Dispatchers</b>	<b>\$20.25</b>	<b>\$20.25</b>	<b>\$20.25</b>
	<b><u>2014-15</u></b>	<b><u>2015-16</u></b>	<b><u>July – Dec 2016</u></b>
<b>Non Sworn Employees</b>	<b>\$2.30</b>	<b>\$2.30</b>	<b>\$2.30</b>

CITY and CONSULTANT agree to revisit plan design and associated rate reductions upon the issuance of final regulations for the Affordable Care Act.

The monthly fee above is inclusive of all of CONSULTANT'S expenses, including insurance premiums, transportation, printed materials, electronic communication materials and preparation of all reports. Covered sworn and non-sworn employees shall include all full-time employees, part-time employees scheduled to work 20 or more hours per week and their dependents, except those classified as "Temporary Unclassified Employees and Temporary Executive Managers".

**Health & Wellness Seminars and Workshops**  
(CITY will not pay travel expenses)

The CITY may request additional training or seminars beyond the annual limit of one hundred (100) hours and any rollover of unused hours from a previous calendar or partial year during the Agreement for issues relating to the Employee Assistance Programs.

Only such time as is actually spent on site for training or seminars shall be considered billable services. The billable services rates below include all expenses incurred by CONSULTANT to conduct the training, including but not limited to preparation of materials and supplies, and preparation for conducting the training. The CITY will not be billed for any additional expenses, including, but not limited to, travel expenses, beyond the actual training hours agreed upon by the CITY in advance of the training.

**Rates for Workshops and Health & Wellness Seminars**

	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
<b>Up To 2 Hours</b>	\$475	\$475	\$475
<b>Half Day</b>	\$800	\$800	\$800
<b>Full Day</b>	\$1,450	\$1,450	\$1,450

**Rates for On-Site Group Counseling**

	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
<b>Cost Per Hour</b>	\$200	\$200	\$200

- II. CITY will remit \$500 per month (\$6,000 per year) toward a retainer for CISM/CISD services. CITY agrees to compensate CONSULTANT at the following hourly rates, once the retainer of \$6,000 has been exhausted for CISM and CISD services as described in EXHIBIT B, Section D, Item 10.

**FOR CISM/CISD SERVICES (including post-incident group debriefing):**

	<b>Rate</b>	<b>Time Period</b>
<b>CISM/CISD Services:</b>	\$200	Per 1 hour
<b>Consultation:</b>	\$110	Per 1 hour
<b>Additional Peer/ CISM/ CISD Counselor Training:</b>	\$110	Per 1 hour
	\$200	Per 2 hours
<b>Travel (To direct service only):</b>	\$100	Maximum Charge
<b>Annual Retainer:</b>	\$6,000	Annual

No reimbursable expenses or travel expenses will be paid for Consultation or Training Services. Travel expenses may be charged by CONSULTANT to CITY for CISM/CISD Services only.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including payment for professional services, shall not exceed One Million Five Hundred Twelve Thousand and Five Hundred Dollars (\$1,512,500) from July 1, 2014 through December 31, 2016.

III. CONSULTANT shall remit:

- a. Reimbursements to CITY of up to \$7,500 for CISM/CISD training of Sworn CITY Staff during the term of this AGREEMENT. CONSULTANT will reimburse CITY upon receipt of reasonably appropriate documentation from CITY, including the name of the class/conference, attendee name, enrollment form, date of program, and program fee.

IV. CITY shall remit:

- a. \$100 to CONSULTANT per each PTSD treatment case referred by CITY to CONSULTANT for coordination of care.

V. Substance Abuse Treatment Services

CITY shall pay CONSULTANT monthly premium rates based on actual employee head count for substance abuse treatment services as determined by CITY in accordance with the following rates:

**FOR SUBSTANCE ABUSE TREATMENT SERVICES PER EMPLOYEE:**

	<u>2014-15</u>	<u>2015-16</u>	<u>July – Dec 2016</u>
<b>Substance Abuse Cost For Sworn Employees and Public Safety Dispatchers</b>	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>
	<u>2014-15</u>	<u>2015-16</u>	<u>July – Dec 2016</u>
<b>Substance Abuse Cost For Non Sworn Employees</b>	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>

CITY and CONSULTANT agree to revisit plan design and associated rate reductions upon the issuance of final regulations for the Affordable Care Act.

CONSULTANT will notify CITY the amount necessary to pay the claims due on behalf of CITY. CITY will, within thirty (30) days wire transfer to CONSULTANT said amount whereupon CONSULTANT will pay claims due. In the event that CITY fails to forward amounts necessary to pay the claims due, CITY shall pay CONSULTANT a late payment penalty of one percent (1%) of the amount due for the billed month, per month, until wire transfer is received by CONSULTANT.

**EXHIBIT E**  
**INSURANCE**

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

**A. Minimum Scope of Insurance**

Coverage shall be comparable to:

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

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

**B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and



4. Professional Liability Errors & Omissions \$5,000,000 per occurrence/ aggregate limit.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. In the event that the CITY needs confirmation of CONSULTANT'S financial stability, the CITY may request a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

**D. Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability Coverages
  - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects excess commercial general liability for: Liability arising out of activities performed by CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
  - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents. Any insurance or self-insurance maintained by CITY, its officers, employees, agents shall be excess of CONSULTANT's insurance and shall not contribute with it.
  - c. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - d. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

### 3. All Coverages

The General Liability policy required by this AGREEMENT shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. Should the E&O and Workers' Compensation policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### **E. Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

#### **F. Verification of Coverage**

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

Proof of insurance shall be either emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov), or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose—Finance  
Risk Management  
200 East Santa Clara Street, 13th Floor Tower  
San Jose, CA 95113-1905

#### **G. Subcontractors**

CONSULTANT shall ensure that all subcontractors provide sufficient evidence of insurance including any required endorsements as set forth in paragraph (D) and scope equivalent or comparable to paragraph (A). All types of insurance identified in paragraph (A) shall be at a minimum of one million dollars per occurrence or policy limits, whichever shall be the greater of the two.

**EXHIBIT F**

**NOTICE OF EXERCISE OF OPTION TO EXTEND  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
MHN SERVICES, A CALIFORNIA CORPORATION, AND MANAGED HEALTH  
NETWORK, A CALIFORNIA CORPORATION**

WHEREAS, on \_\_\_\_\_, 2014, the CITY OF SAN JOSE ("CITY") and MHN SERVICES and MANAGED HEALTH NETWORK (hereinafter collectively as "CONSULTANT") entered an Agreement for Consultant Services ("AGREEMENT") which contains an option to extend the Initial Term for one (1) additional one-year period and one (1) additional six-month period ("Option Period"); and

WHEREAS, CITY has made the determination to extend the AGREEMENT for the first one-year Option Period or for the six-month Option Period;

NOW, THEREFORE,

CITY HEREBY EXERCISES, pursuant to Section 2 of the AGREEMENT, the first one-year option or six-month option to extend the term of the AGREEMENT for the period of \_\_\_\_\_ through \_\_\_\_\_. All of the terms and conditions of the AGREEMENT shall remain in full force and effect during the Option Period.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal  
corporation

\_\_\_\_\_  
Deputy City Attorney

By \_\_\_\_\_  
City Manager

## **EXHIBIT G**

### **SPECIAL PROVISIONS**

#### **Assignability.**

Subject to SECTION 7 of this AGREEMENT, CONSULTANT shall have the right to sell, transfer, convey, or assign this Agreement to any successor, subsidiary, parent, or affiliate of CONSULTANT and such assignee shall acquire all of the rights, duties, and obligations of CONSULTANT set forth herein.