

CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

Safeguard all official records of the City. Conduct municipal elections and oversee legislative administration. Provide reliable, accurate, and timely information to the City Council, staff, and the general public. Steven R. Jones

Mayor

Kris BeardMayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein Council Member - District 5

Kim Bernice Nguyen

Council Member - District 6

March 12, 2018

Dr. Gary A. Linnemann MD Dba Pacific Medical Clinic 1534 E. Warner Avenue, Suite A Santa Ana, CA 92705-5475

Enclosed is a copy of Amendment No. 3 to the Agreement by and between the City of Garden Grove and Dr. Gary A. Linnemann MD DBA Pacific Medical Clinic, to provide pre-employment and DMV physicals for the City of Garden Grove Personnel Services Department.

Sincerely,

Teresa Pomeroy, CMC City Clerk

Bv

Liz Vasquez 🗸

Deputy City Clerk

Enclosure

c: Finance Department

Finance Department/Purchasing Human Resources Department

CITY OF GARDEN GROVE

AMENDMENT NO. 3

To: Provide Pre-Employment and DMV Physicals for the City of Garden Grove Personnel Services Department.

This Amendment No. 3 to Provide Pre-Employment and DMV Physicals for the City of Garden Grove Personnel Services Department for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into this Amendment for the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into the City of Garden Grove is made and entered into

WHEREAS, Contractor and CITY entered into Contract No. **153429** effective **February 27, 2015.**

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period from February 27, 2018 to February 26, 2019.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$74,997.00 to a new Firm Fixed Price of \$99,996.00. This is an increase of \$24,999.00 to cover the third option year per Attachment A.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 3/7/18	"CITY" CITY OF GARDEN GROVE By: City Manager
ATTESTED:	
Delva Tomeson	
Delva Tomyos City Clerk	
Date: 3/8/18	
	"CONTRACTOR"
	Pacific Medical Clinic
	By:
	Name: GARY A. LINNEMANN, MD
	Title: MD
	Date: FEBRUARY 14, 2018

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

MANUAL M



PACIFIC MEDICAL CLINIC 1534 E. Warner Avenue, #A Santa Ana, CA 92705

Attachment "A"

CITY OF GARDEN GROVE & PACIFIC MEDICAL CLINIC EMPLOYMENT MEDICAL PROTOCOLS FEE SCHEDULE EFFECTIVE FEBRUARY 27, 2018

<u>Class 1 – Office/Maintenance</u>

Doctor's Basic Exam Audiometric PPD Substance Abuse Panel Chest X-Ray (if needed positive PPD) Total:	50.00 20.00 20.00 40.00 40.00 170.00
Class 2 – Field Worker/Labor Doctor's Basic Exam Audiometric PPD Substance Abuse Panel Back X-Ray (3 views) Chest X-Ray (if needed positive PPD) Total:	50.00 20.00 20.00 40.00 60.00 40.00 230.00
Class 3 – Upgrade Police Officer Review of Previous Medical Findings Evaluation/Full History Total: Class 4 – Executive/Management	15.00 <u>30.00</u> 45.00
Doctor's Basic Exam Audiometric Chem 20 Test 12 Lead EKG (resting) Chest X-Ray Pulmonary Function Test Hemocult Substance Abuse Panel Stress EKG Treadmill (if indicated/approved) Total:	50.00 20.00 45.00 50.00 40.00 20.00 5.00 40.00 155.00 425.00

Class 5 - Fire/Police (Pre-Placement)

Doctor's Basic Exam	50.00
Audiometric	20.00
Chem 20 Test	45.00
Chest X-ray	40.00
Back X-ray (3 views)	60.00
Pulmonary Function	20.00
Physical Measurements	No Charge
Substance Abuse Panel	40.00
Stress EKG (Treadmill)	155.00
Tetanus, if needed	<u> 55.00</u>
Total:	485.00

Class 6 - Police Academy Check

Doctor's Basic Exam	50.00
Substance Abuse Panel	<u>40.00</u>
Total:	90.00

Class 7 - DOT Bi-Annual

Doctor's Basic Exam	60.00
Audiometric	20.00
Total:	80.00

<u>Class 8 – Respirator Certification/Recertification</u>

Doctor's Basic Exam	50.00
Chest X-Ray	40.00 (Every 2 years)*
12 Lead EKG (resting)	50.00 (Every 2 years)
Pulmonary Function	20.00
Physical Measurements	No Charge
Certification Letter	No Charge
Total:	160.00
*Employees who smoke require an ann	nual chest x-ray

<u>Class 9 – Pesticide Baseline</u>

Doctor's Basic Exam	50.00
Chem 20 Test	45.00
Cholinesterase RBC	_35.00
Total:	130.00

Class 10 - Asbestos Certification

Doctor's Basic Exam	50.00
Chest X-Ray	40.00
Chest X-Ray B Reader (if needed)	58.00
Pulmonary Function	20.00
Physical Measurements	No Charge
Asbestos Certification Letter	No Charge
Total:	168.00

Class 11 - SWAT Assignment

Review of Previous Medical Findings	15.00
Evaluation/Full History	30.00
Audiometric	20.00
Chem 20 Test	45.00
Pulmonary Function	20.00
Physical Measurements	8.00
Stress EKG (Treadmill)	<u> 155.00</u>
Total:	293.00

Class 12 - Paramedic School

Doctor's Basic Exam	50.00
DULLUI 3 DOSIL EXOTI	30.00

Employee will bring medical history form that is to be used for this purpose.

<u>Class 13 – DOT – Firefighter Bi-Annual</u>

Evaluation/Full History 30.00	0.00
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Class 14 - Cal OSHA 5100 Vaccinations

Hepatitis B Series (3 immunization series)	375.00
Measles, Mumps, Rubella (MMR)	n/a
Tetanus, Diphtheria, Pertusis (TDAP)	n/a
Varicella (Chickenpox)	<u>n/a</u>
Total:	375.00



CERTIFICATE OF LIABILITY INSURANCE

6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRO	DUCER	CONTACT Sara Davis							
Insurance Solutions					PHONE (949) 348-7400 FAX (AIC, No): (949) 348-2173				
Lic	ense #0746539			Saradeins-solutions.com					
33302 Valle Rd, Suite 200					INSURER(S) AFFORDING COVERAGE				
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	CITY OF GARDEN GROVE				SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
	11222 ACACIA PRWY			ACCORDANCE WITH THE POLICY PROVISIONS.					
	GARDEN GROVE, CA 92840								
AU					AUTHORIZED REPRESENTATIVE				
					Alessandra/DRTERS Lang Clementer				
т д					Alessandra/PETERS				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

- C. This insurance, including any duty we have to defend "suits", does not apply to:
 - "Bodily injury" or "property damage" that
 arises out of, in whole or in part, or is a
 result of, in whole or in part, the active
 negligence of the additional insured shown
 in the Schedule of this endorsement.
 - "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

CITY OF GARDEN GROVE RISK MANAGEMENT 11222 ACACIA PKWY GARDEN GROVE CA

CA 928405208

Reviewed and approved as to insurance language

and refluirements

EFFECTIVE DATE: 12:01 AM Standard Time, (at your principal place of business) BUSINESSOWNERS PB 25 00 (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPLETE NAMES & ADDRESSES OF THE ADDITIONAL INSURED RE: PB6003

CITY OF GARDEN GROVE, ITS OFFICERS, EMPLOYEES, AGENTS, & VOLUNTEERS AS ADDITIONAL INSUREDS FOR AUTOMOBILES OWNED, LEASED, HIRED, OR BORROWED BY THE CONTRACTOR. CONTRACTOR SHALL PROVIDE TO CITY PROOF OF INSURANCE AND ENDORSEMENT FORMS THAT CONFORM TO CITY'S REQUIREMENTS, AS APPROVED BY THE CITY RISK MANAGEMENT
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92842

Reviewed and approved as a dataset de language

and or recomments

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CLAUSE FOR ADDITIONAL INSUREDS - PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED IN A WRITTEN AGREEMENT OR CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

Only with respect to any additional insured, in the COMMON POLICY CONDITIONS, form PB 00 09, under condition H. OTHER INSURANCE, paragraph 2.a. is replaced by the following:

H. OTHER INSURANCE

- 2. Under any liability coverage provided by this policy,
 - a. If for injury or loss we cover, there is other valid and collectible insurance available to any additional insured under another policy, our obligations are limited as follows:
 - (1) Issued by another insurer, or if there is self insurance or similar risk retention that applies to a loss covered by this policy, then this insurance provided by us shall be excess over such other insurance, unless you have agreed in a written contract or written agreement signed prior to the loss that this insurance shall be primary:
 - (a) Then this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in d. below; and
 - (b) The coverage afforded by this insurance is non-contributory with the additional insured's own insurance.
 - Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured to any other person or organization's policy; or
 - (2) Issued by us or any of our affiliate companies, that applies to a loss covered by this policy, then only the highest applicable Limit of Insurance shall apply to such loss. This condition does not apply to any policy issued by us that is designed to provide Excess or Umbrella liability insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

terremed and approved as to inevence language

and/or requirements.

Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MIMIDDAYYYY) 02/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Andrew Atsaves ERM** AC. No. Ext; (800) 775-2404 E-MAR. c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Sulte 275 Scottsdale, AZ 85250 INSURER(S) AFFORDING COVERAGE MAIC INSURER A: American Zurich Insurance Company 40142 INSURED ROSI & BOULH STO
Employers Resource of America Inc Labor Contractor, for co-employees of: Gary A. NEURER C: Daniel Prescott NEURER D: 949-350-6871 Linnemann, M.D., Inc. dba: Pacific Medical Clinic 1301 S Vista Ave #250 7/4 - 55 7-5599 Boise, ID 83705 MSURER E: OPTESCIOS29 @ apl. Rosie@Pacmedclinic.com INSURER F CERTIFICATE NUMBER: 17ID004910761 **COVERAGES REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADOL SUER POLICY EFF POLICY EIP TYPE OF INSURANCE **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) \$ MED EXP (Any one person) 3 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POUCY PRODUCTS - COMPJOP AGG \$ OTHER: COMBINED SINGLE LIMIT (Es acciders) **AUTOMOBILE LIABILITY** ANY AUTO **BODILY INJURY (Per person)** approved as SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED **BODILY INJURY (Per accident)** AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ KERS COMPENSATION X PER AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 1,000,000 X 解子品 WC 02-78-811-02 07/01/2017 07/01/2018 ery in NH) EL DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 **Location Coverage Period:** 07/01/2017 07/01/2018 Client# 642191-CA DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Gary A. Linnermann, M.D., Inc. dba: Pacific Medical Clinic Project Name: City of Garden Grove Coverage is provided for 1534 E Warner Ave Ste A Location: CA Only those co-employees of, but not subcontractors Description of Job: Physical Exams Santa Ana, CA 92705 Throughout Policy Period Endorsements: Waiver of Subrogation CERTIFICATE HOLDER CANCELLATION City of Garden Grove, its officers, officials, agents empolyees SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN and volunteers

Attn: Heidi Janz-Risk Management

14222 Acada Parkway Garden Grove, CA 92840 ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ______ of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

IN FAVOR OF:

City of Garden Grove, its officers, officials, agents empolyees and volunteers Attn: Heidl Janz-Risk Management

14222 Acacia Parkway Garden Grove, CA 92840 Project Name: City of Garden Grove Location: CA Description of Job; Physical Exams Throughout Pollcy Period

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/15/2018

Policy No: WC 02-78-811-02 V

Endorsement No:

Insured: Employers Resource of America Inc Labor Contractor, for co-employees of: Gary A. Linnemann, M.D., Inc. dba: Pacific Medical Clinic

Insurance Company: American Zurich Insurance Company

Countersigned by

WC 04 03 06

Copyright 1983 National Council on Compensation Insurance

Couple & for

Reviewed and approved as to insurance tanguage and/or requirements.

R ok Managi



CERTIFICATE OF COVERAGE

Coverage through December 31, 2018

Member:

Gary A. Linnemann, MD

Address:

1534 E Warner Ave Ste A

Santa Ana, CA 92705-5420

This certificate confirms that, effective on the coverage date below, the above-named physician is a member of the Cooperative of American Physicians, Inc (CAP) and a participant in the Mutual Protection Trust (MPT). MPT is an unincorporated interindemnity arrangement organized under California Insurance Code section 1280.7. This certificate confers no rights upon the member and does not amend, extend or after the coverage afforded under the terms, conditions and exclusions of the MPT Agreement.

Membership Number 13895	Medical Specialty Occupational Medicine	Coverage Date April 1, 2004	Retroactive Coverage Date June 1, 1993			
	Subspecialty Family Medicine, With Minor Surgery	,				
Coverage (Claims made and	pald)	Current Limits of Liability				
Medical Professions	l Liability Coverage		for all Claims based upon an Occurrence			
			ach calendar year ggregate			

The member must remain a Member in good standing or arrange for Tail Coverage for any open or potential Claim that may arise during the Coverage Period. Neither CAP nor MPT undertake any obligation to advise any party, other than the named member, of any changes to or termination of this coverage.

Cooperative of American Physicians, Inc.

	January 08, 2018				
Alfred De Leon	Date				
Vice President, Membership Services					
Mutual Protection Trust					

Reviewed and approved as to insurance tenguage and/or requirements.

Risk Management