



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.*


January 24, 2018

Primary & Multi-Specialty Clinics of Anaheim, Inc.
dba Gateway Urgent Care Center
1006 W. La Palma Avenue
Anaheim, CA 92801

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Primary & Multi-Specialty Clinics of Anaheim, Inc., to provide pre-employment and DMV Physicals for the City of Garden Grove Human Resources Department.

Sincerely,

Teresa Pomeroy, CMC
City Clerk


By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Human Resources Department

Steven R. Jones
Mayor

Phat Bui
Mayor Pro Tem - District 4

Kris Beard
Council Member - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

CITY OF GARDEN GROVE

AMENDMENT NO. 1

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

This Amendment No. 1 to Provide Pre-Employment and DMV Physicals for the City of Garden Grove Personnel Services Department. is made and entered into this 24th day of January 2017, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Primary & Multi-Specialty Clinics of Anaheim, Inc. dba Gateway Medical Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **156268** effective **December 12, 2016**.

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 December 12, 2017 to December 11, 2018.

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$25,000.00 to a new Firm Fixed Price of \$50,000.00. This is an increase of \$25,000.00 to cover the first option year per the Fee Schedule which is attached as 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. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 1/24/18

"CITY"
CITY OF GARDEN GROVE

By: [Signature]
City Manager

ATTESTED:

[Signature]
City Clerk

Date: 1/24/18

"CONTRACTOR"
Primary & Multi-Specialty Clinics of
Anaheim, Inc. dba Gateway Medical Center

By: [Signature]
Name: Lily Kam (COV)
Title: CFO
Date: 1/22/18

By: [Signature]
Name: Jim Brown
Title: CEO
Date: 1/22/18

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:
[Signature]
Garden Grove City Attorney
1-24-18
Date

ATTACHMENT "A"
CITY OF GARDEN GROVE AND GATEWAY URGENT CARE
EMPLOYMENT MEDICAL PROTOCOLS FEE SCHEDULE
EFFECTIVE DEC 12, 2017 – DEC 13, 2018

Class 1 – Office/Maintenance

Doctor's Basic	95.00
Audiometric	20.00
PPD	20.00
Substance Abuse Panel	30.00
Chest X-Ray (if needed positive PPD)	<u>45.00</u>
	210.00

Class 2 – Field Worker/Labor

Doctor's Basic	95.00
Audiometric	20.00
PPD	20.00
Substance Abuse Panel	30.00
Back X-Ray (3 views)	90.00
Chest X-Ray (if needed positive PPD)	<u>45.00</u>
	300.00

Class 3 – Upgrade Police Officer

Review of Previous Medical Findings	20.00
Evaluation/Full History	<u>95.00</u>
	115.00

Note: If history indicates need to perform additional evaluative tests, must contact Laura Stover, Human Resources Director, for approval.

Class 4 – Executive/Management

Doctor's Basic	95.00
Audiometric	20.00
Chem 20 Test	20.00
12 Lead EKG (resting)	55.00
Chest X-ray	45.00
Pulmonary Function	25.00
Hemocult	20.00
Substance Abuse Panel	30.00
Stress EKG Treadmill (If indicated/approved)	<u>200.00</u>
	510.00

Class 5 – Fire/Police (Pre-placement)

Doctor's Basic	95.00
Audiometric	20.00
Chem 20 Test	20.00
Chest X-ray	45.00
Back X-ray (3 views)	90.00
Pulmonary Function	25.00
Physical Measurements	No Charge
Substance Abuse Panel	30.00
Stress EKG (Treadmill)	200.00
Tetanus, If needed	<u>45.00</u>
	570.00

Class 6 – Police Academy Check

Doctor's Basic	95.00
Substance Abuse Panel	<u>30.00</u>
	125.00

Class 7 – DOT Bi-annual

Doctor's Basic	95.00
Audiometric	20.00
2-minute exercise (pulse, BP)	<u>No Charge</u>

115.00

Class 8 – Respirator Certification/Recertification

Doctor's Basic	95.00
Chest X-ray	45.00 (Every 2 years)*
12 Lead EKG (resting)	55.00 (Every 2 years)
Pulmonary Function	25.00
Physical Measurements	No Charge
Certification Letter	<u>No Charge</u>
	220.00

*Employees who smoke require an annual chest x-ray

Class 9 – Pesticide Baseline

Doctor's Basic	95.00
Chem 20 Test	20.00
Cholinesterase RBC	<u>125.00</u>
	240.00

Class 10 – Asbestos Certification

Doctor's Basic	95.00
Chest X-ray	45.00
Pulmonary Function	25.00
Physical Measurements	No Charge
Asbestos Certification Letter	<u>10.00</u>
	175.00

Class 11 – SWAT Assignment

Review of Previous Medical Findings	No Charge
Evaluation/Full History	95.00
Audiometric	20.00
Chem 20 Test	20.00
Pulmonary Function	25.00
Physical Measurements	No Charge

Stress EKG (Treadmill)	<u>200.00</u>
	360.00

Class 12 – Paramedic School

Doctor’s Basic	95.00
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Employee will bring medical history form that is to be used for this purpose.

Class 13 – DOT – Firefighter BI-Annual

Evaluation/Full History	60.00
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Class 14 – CalOSHA 5100 Vaccinations

Hepatitis B Series (3 Immunization series)	250.00
Measles, Mumps, Rubella (MMR)	n/a
Tetanus, Diphtheria, Pertusis (TDAP)	60.00
Varicella (Chickenpox)	<u>n/a</u>
	310.00



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)
10/31/2017

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(ies) 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).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065 <i>Kekman@lockton.com</i>	CONTACT NAME: <i>Karen Ekman</i>	
	PHONE (AC, No, Ext): <i>213-689-0528</i>	FAX (AC, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Accident and Indemnity Company	<i>A+XV</i>	22357
INSURER B: Zurich American Insurance Company	<i>A+XV</i>	16535
INSURER C: Hartford Casualty Insurance Company	<i>A+XV</i>	29424
INSURER D: American Zurich Insurance Company	<i>A+XV</i>	40142
INSURER E:		
INSURER F:		

COVERAGES PROMISE1 CERTIFICATE NUMBER: 15086371 REVISION NUMBER: XXXXXXXX

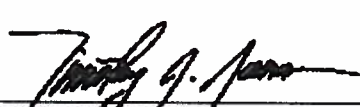
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WCD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	72UUNAH3596	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP 1072008 00	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	72XHUAH5053	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
D	XS Work Comp SIR: \$500,000	N	N	EWS 1072003 00	10/1/2017	10/1/2018	Limits - Statutory E.L. \$1,000,000 Occ E.L. \$1,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Garden Grove, its officers, officials, agents, employees, and volunteers are additional insureds for General Liability and Auto Liability to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies for each policy. General Liability coverage is primary and non-contributory. 30 days notice of cancellation is granted to certificate holder in the event of cancellation, termination, or material change of any of the policies. See attached endorsements.

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

**Confirmed no driving under contract. 12-14-17* *Veronica Jay*

CERTIFICATE HOLDER 15086371 City of Garden Grove Attn: Risk Management 11222 Acacia Pkwy. Garden Grove CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

Reviewed and approved as to insurance language and/or requirements.
Heidi M. Jay
 Risk Management
 12-14-17

- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

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and/or requirements.

Neil M. Jay
Risk Management
12-14-17

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

Reviewed and approved as to insurance language and/or requirements.
Neilum Jay
Risk Management
12-14-17

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.



Waiver of Subrogation Endorsement

Insured: PROSPECT MEDICAL HOLDINGS, INC.

Endorsement No.:

Policy No.: EWS 1072003-00

**Effective Date of this
Endorsement: 10/01/2017**

This endorsement modifies insurance provided by the following:

Excess Insurance Policy for Self-Insurer of Workers Compensation and Employers Liability

This policy is changed to provide:

Part Six - Condition G - Subrogation - Recovery From Others - gives us the right to recover all payments which we have made to you from anyone liable for loss. We agree to waive this right but only to the extent that you perform work under a written contract which requires you to obtain this agreement.

Countersigned: _____

Authorized Signature

Reviewed and approved as to insurance language
and/or requirements.
Neilum Jay
Risk Management
12-14-17

**ENTITY CERTIFICATE OF PROFESSIONAL LIABILITY COVERAGE
THROUGH MUTUAL PROTECTION TRUST (MPT)**

Name of Entity: **Primary and Multi-Specialty Clinics of Anaheim Inc**

Name of DBAs: **Canyon Hills Medical Center
Canyon Hills Medical Group
Gateway Medical Center
Gateway Medical Center--Anaheim Hills
Gateway Urgent Care
Gateway Urgent Care Center**

MPT Entity: **1227**

Effective Period: **January 1, 2008 through December 31, 2017**

Retroactive Date: **March 1, 1999**

The limit of liability of **\$1 million per Occurrence and \$3 million aggregate** will be ****separate from** the limits of MPT Members of the above named Entity.

* A **shared** limit of liability for the Entity means that the Entity will share the limit of the MPT Members(s) whose acts, errors or omissions gave rise to the Occurrence. In the event that an Occurrence arises solely out of the acts, errors and omissions of a non-MPT Healthcare Practitioner who provides Professional Services for the Entity, the MPT Members of covered Entity shall share their limits of liability with the Entity.

** A **separate** limit of liability for the Entity means that the limits of the liability shall be in addition to and separate from (not shared with) the limits of liability of the MPT Member(s) whose acts, errors or omissions gave rise to the Claim. In the event that an Occurrence arises solely out of the acts, errors and omissions of a non-MPT Healthcare Practitioner who provides Professional Services for the Entity, the MPT Members of covered Entity shall share their limits of liability with the Entity.

Nothing in this Certificate of Coverage shall be construed to increase the limits of liability set forth in Part 1, Section 6.A of the MPT Agreement.

The Mutual Protection Trust will provide the Claims defense and Claims payment services described in the MPT Agreement to the Entity named above, subject to all terms, conditions, and exclusions contained in the MPT Agreement, and subject to payment of any annual fees for Claims arising out of an Occurrence during the effective period set forth above.

The coverage is continuous and uninterrupted unless cancelled or amended by MPT or the MPT Entity above. This certificate is incorporated by this reference and is a part of the MPT Agreement.

This Entity's principals are responsible for notifying all recipients of this certificate should the Entity discontinue operation or dissolve before the end date shown above.

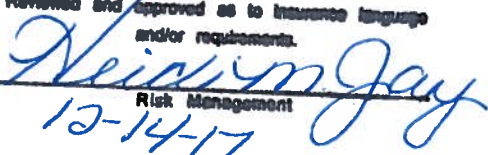
Date: February 1, 2017

MUTUAL PROTECTION TRUST

By _____


Alfred De Leon
Vice President, Membership Services

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


Neilson Jay
Risk Management
12-14-17

ENTITY CERTIFICATE OF PROFESSIONAL LIABILITY COVERAGE THROUGH MUTUAL PROTECTION TRUST (MPT) AND CLAIMS HISTORY

Name of Entity: **Primary and Multi-Specialty Clinics of Anaheim Inc**

Name of DBAs: **Canyon Hills Medical Center
Canyon Hills Medical Group
Gateway Medical Center
Gateway Medical Center--Anaheim Hills
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• **Claims Information:**

Case	Reported		Filed	Served	Status
	To MPT	Type			
Pmsc/King	03/16/2011	Arb	06/13/2011	06/23/2011	Closed w/ Payment
Pmsc/Lockrey	01/18/2011	Suit			Closed - No Payment
Pmsc/Flores	01/08/2014	Suit			Closed - No Payment
Pmsc/Hernandez	07/02/2013	Suit	02/02/2011	04/30/2013	Closed - No Payment
Primary And Multi-/Brow	09/07/2013	Suit	08/29/2013	09/10/2013	Closed - No Payment
Pmsc/Galloway	11/02/2016	Suit	10/13/2016	10/31/2016	Open

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

Heidi M. Jay
Risk Management
12-14-17

Cap# 1227
February 01, 2017
Page 2

The Mutual Protection Trust will provide the Claims defense and Claims payment services described in the MPT Agreement to the Entity named above, subject to all terms, conditions, and exclusions contained in the MPT Agreement, and subject to payment of any annual fees for Claims arising out of an Occurrence during the effective period set forth above.

The coverage is continuous and uninterrupted unless cancelled or amended by MPT or the MPT Entity above. This certificate is incorporated by this reference and is a part of the MPT Agreement.

This Entity's principals are responsible for notifying all recipients of this certificate should the Entity discontinue operation or dissolve before the end date shown above.

Date: February 1, 2017

MUTUAL PROTECTION TRUST



By _____

Alfred De Leon
Vice President, Membership Services

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Date: December 14, 2017

MUTUAL PROTECTION TRUST

By 
Alfred De Leon
Vice President, Membership Services

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

Risk Management
12-14-17

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• **Claims Information:**

<u>Case</u>	<u>Reported</u>		<u>Filed</u>	<u>Served</u>	<u>Status</u>
	<u>To MPT</u>	<u>Type</u>			
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Heidi M. Jay
Risk Management
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December 14, 2017
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Date: December 14, 2017

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Alfred De Leon
Vice President, Membership Services