



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 21, 2009

SUBJECT: New EMS Contract with L.G. Consulting for Emergency Medical
Technician Continuing Education Services

Report in Brief

Providing Continuing Education Services for firefighters in Emergency Medical Services is a critical element of all professional fire agencies. Therefore, resources are included in the Fire Department's FY 10 budget for this purpose.

Staff recommends that the City Council authorize the Fire Chief to enter into a professional services contract with L.G. Consulting for Emergency Medical Technician Continuing Education Services for the period of July 1, 2009 through June 30, 2010.

Background

For the past fiscal year the Woodland Fire Department has retained L.G. Consulting by contract for Emergency Medical Technician (EMT) training, referred to as continuing education services. On June 30, 2009 the professional services contract with the L.G. Consulting for Emergency Medical Technician Continuing Education Services expired and a new contract must be established to continue this program. Staff believes that L.G. Consulting provides high quality instructional services for EMT training and the firm's connection to regional emergency services is an added benefit. Therefore, an agreement to continue the training services has been developed for the Council's consideration. The proposed contract term will be July 1, 2009 through June 30, 2010.

Discussion

The Woodland Fire Department responds to emergency medical calls (67-70% of total call volume) as part of the local pre-hospital emergency care system. This system, and this level of medical care, is the minimum standard for a professional fire department in the United States. To ensure firefighters can provide basic life support (BLS) services to the community, the fire department has established Emergency Medical Technician (EMT) as the standard of care and certification for firefighters. The Woodland Fire Department provides this level of training to on-duty firefighters in monthly sessions as part of the continuing education system. This system ensures that firefighters are

always current and fresh with their knowledge, skills and abilities in emergency medical field care. In order to continue meeting this training need, the Fire Department is recommending renewing the professional services contract with L.G. Consulting for Emergency Medical Services (EMS) training and administration for the fiscal year 2009/2010, beginning July 1, 2009.

Lori Gallian of L.G. Consulting has been the main EMS Instructor for the Woodland Fire Department for the past several years. Lori has extensive experience in instruction of EMS continuing education and contracting with fire service agencies to uniquely tailor education format and content to meet the department objectives. Lori is a full time employee of American Medical Response (AMR) and has an outstanding working relationship with Sierra-Sacramento Valley EMS Agency, the EMS certifying agency for Yolo County.

By entering into a contract with L.G. Consulting, the Fire Department will be able to meet the EMT certification requirements for its personnel for a minimal cost as well as have potential opportunity to earn additional revenue for the City. The contract not only provides continuing education to our firefighters, but it also allows us to provide this education on a fee-for-service basis to other first responders and EMS providers in the surrounding areas.

Fiscal Impact

This contract is to be paid in monthly installments of \$833.00 and is not to exceed \$11,000. These resources are included in the Fire Department's FY10 General Fund budget.

Public Contact

Posting of the City Council agenda.

Recommendation for Action

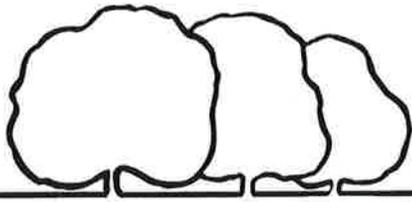
Staff recommends that the City Council authorize the Fire Chief to enter into a professional services contract with L.G. Consulting for Emergency Medical Technician Continuing Education Services for the period of July 1, 2009 through June 30, 2010.

Prepared by: Shannon Collins
Management Analyst

Reviewed by: Tod Reddish
Fire Chief

Mark G. Deven
City Manager

Enclosures



City of Woodland

Contract for Professional Services

**EMS Coordinator
L. G. Consulting**

EMT/EMT-D Continuing Education Services



CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2009, between the City of Woodland ("City"), and Lori Gallian ("Consultant").

W I T N E S S E T H :

WHEREAS, the City desires Administration of its Emergency Medical Services program to meet mandated training requirements; and

WHEREAS, the Consultant has presented a proposal for such services to the City dated May 1, 2009 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

II. TIME OF PERFORMANCE:

- A. The services of Consultant are to commence upon execution of this Contract by, and receipt of written notice to proceed from City, and shall be undertaken and completed in a prompt and timely manner in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "A".
- B. The term of this contract shall be 12 months beginning July 1, 2009.
- C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.

III. COMPENSATION:

- A. The Consultant shall be paid monthly based on an administrative fee of \$833.00 per month for regular reoccurring services, but in no event shall total compensation exceed eleven thousand dollars (\$11,000.00), without City's prior written approval. The monthly payment is for EMS Course Instruction, Class preparation, Administrative paperwork, perform a yearly audit for certification compliance, issuing required CEU's and cover expenses to have an additional instructor assist/proctor the EMS Skills assessment testing required for bi-annual recertification.
- B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month.
- C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City or consultant upon written notice one hundred and eighty days advance notice. In the event of

any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

V. CHANGES:

The City may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall remain the property of the Consultant.

VIII. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the City or consultant upon written notice one hundred and eighty days advance notice. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract.

Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

V. CHANGES:

The City may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall remain the property of the Consultant.

VIII. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

IX. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

X. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

XI. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

XII. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, and subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and

notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

XIII. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

XIV. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

XV. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the City.

City shall indemnify, defend, and hold harmless the Consultant, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with City's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the Consultant.

XVI. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in Exhibit "B", which is attached hereto and incorporated by reference. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

B. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. As an alternative to the City's forms, the Consultant's insurer may, subject to the approval of the City, provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

C. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.

D. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

E. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. Any deductibles must be declared to, and approved by, the City.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

H. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by

Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

1. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation –

No Worker's Comp. Insurance is required when the Consultant has zero employees. If applicable: Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insured's in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the

Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the 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.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

3. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than \$1,000,000 per claim.

XVII. MISCELLANEOUS PROVISIONS:

A. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

C. The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

**City: CITY OF WOODLAND
Fire Department
1556 Springlake Court
Woodland, CA 95776**

**Consultant: Lori Gallian / EMS Consultant
6024 Shadow Lane
Citrus Heights CA 95621**

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Yolo County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows.

CITY OF WOODLAND

By: _____
Robert Tod Reddish
Title: Fire Chief

CONSULTANT

By: _____

Lori Gallian
Title: EMS Coordinator / Consultant

ATTEST:

By: _____
Susan L. Vannucci
Title: City Clerk

EXHIBIT "A"

City of Woodland Fire Department Emergency Medical Services (EMS) Administration Scope of Work

1. Program Monitoring

Policies and Procedures

- Evaluate and report to the Fire Department on the policies and procedures related to the delivery of EMS.
- Recommend updated to policies and procedures related to the delivery of EMS.

Continuous Quality Improvement (CQI)

- Implement and manage a combination peer and clinical coordinator retrospective analysis covering 100% of documented EMS response.
- Coordinate liaison activities with the Fire Department Training Officer and represent (as requested) the Woodland Fire Department for quality services issues with the regional EMS community.
- Work with Sierra Sacramento Valley EMS Agency in the collection of response data and CQI feedback information.
- Conduct quarterly CQI audits and meetings as a component of the on-going EMS continuing education process.
- Make recommendations as needed regarding employee's skill remediation.

Maintenance of Required Certifications

- Develop a moving two-year calendar of training to plan for and accommodate required training and skill testing to maintain EMT Certification.
- Notify the Training Officer of any regulatory changes that may affect the Woodland Fire Department's EMS program or its employees.

2. Continuing Education / Training

Assessment and Development

- Work with Training and Operations to prioritize and deliver previously identified (immediate) training needs.
- Work with staff to determine future training needs specific to Woodland Fire Department.
- Develop a modular continuing education program (approved by the EMS agency) to compliment the special topics program.

EXHIBIT "A"

- Provide an EMS agency **Approved** CPR / AED Program.
- Develop in cooperation with the Training Officer a continuing education and special topic training schedule.
- In cooperation with the Training Officer, identify a cadre of employees who can assist in the delivery of EMS training.

Delivery / Methodology

- Develop and or acquire curriculum for the delivery of continuing education.
- The curriculum delivered shall be approved for State of California EMT Continuing Education Credit (CEU).
- Training will be delivered in cooperation with a schedule developed by the Woodland Fire Department Training Officer.
- The CEU training schedule will meet the needs of our career and Reserve staff.
- All instructors will be properly qualified to teach the topics they are teaching.
- Complete and submit to the EMS Agency and other regulatory bodies all required reports, including but not limited to (AED skill assessments, EMS skill assessments, employee certifications and quality assurance.

Record Keeping

- In cooperation with the WFD Training Officer, develop and maintain a comprehensive record keeping system to manage employee-training records.
- Assist the Training Officer in the production & distribution of CEU completion certificates in accordance with the California code.

3. Supplies & Equipment

Supplies

- Provide assistance and oversight in the procurement & selection of medical supplies.

Equipment

- Evaluate and provide feedback on new equipment proposed for purchase by the Fire Dept.
- Coordinate bio-medical equipment maintenance and repair.

General / Miscellaneous

- Provide those services needed but not outlined in this document that are necessary for the efficient operation of the Fire Department's EMS program.

EXHIBIT "B"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).
3. No Workers' Compensation insurance required when Consultant has zero employees.

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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.
2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Errors and Omissions Liability: \$1,000,000 per occurrence.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

VERIFICATION OF COVERAGE

Consultant shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT – LORI GALLIAN

By: 

Title: INSTRUCTOR



AMERICAN STATES INSURANCE COMPANY

SEATTLE, WASHINGTON
ULTRA SPECIALTY SERVICES POLICY

NAMED INSURED AND MAILING ADDRESS: LORI GALLIAN, DBA LG CONSULTING, 6024 SHADOW LN, CITRUS HEIGHTS, CA 95621

RENEWAL DECLARATIONS

POLICY NUMBER 01-CH-925541-2
RENEWAL OF 01-CH-925541-1 06-08

AGENT NAME AND ADDRESS: YOLO INSURANCE INC, D/B/A ARMSTRONG & ASSC INS SVC, PO BOX 1270, WOODLAND, CA 95776, 0428572 (530) 668-2777

POLICY PERIOD FROM 06-20-09 TO 06-20-10 12:01 AM
STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE TOTAL ESTIMATED PREMIUM FOR THE POLICY TERM IS \$230.00.
YOU WILL BE BILLED THROUGH YOUR CUSTOMER ACCOUNT #848-3575-722-01.
THIS POLICY IS SUBJECT TO A FINAL AUDIT.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS RENEWAL SERVES THE SAME PURPOSE AS WRITING A NEW POLICY WITH THE SAME PROVISIONS, CONDITIONS AND INSURING AGREEMENTS. THE INDIVIDUAL COVERAGE PART DECLARATIONS WHICH FOLLOW, LIST ALL OF THE FORMS THAT APPLY TO YOUR RENEWAL AND THOSE, IF ANY, WHICH NO LONGER APPLY. ONLY NEW OR REVISED FORMS ARE ATTACHED TO THIS RENEWAL. YOU MUST ADD THEM TO YOUR PRIOR POLICY.

Table with 3 columns: Coverage Part, Amount, Total. Includes Commercial Property Coverage Part (\$20.00), Commercial General Liability Coverage Part (\$209.00), Premium for Certified Acts of Terrorism (\$1.00), and Total Policy Premium (\$230.00).

2366



COUNTERSIGNATURE

____ BY _____
(DATE) (AUTHORIZED REPRESENTATIVE)

9-CCR (0207)
NORTHEAST

COMPANY USE ONLY

25 () CB INSURED COPY PREPARED 04-14-09

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PAGE CG 1

NAMED INSURED: LORI GALLIAN
FORM OF BUSINESS: INDIVIDUAL

POLICY NUMBER: 01-CH-925541-2

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY	
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU (ANY ONE PREMISES)	\$1,000,000
MEDICAL EXPENSE LIMIT (ANY ONE PERSON)	\$ 10,000

CODE	CLASSIFICATION-PREMIUM BASIS	EXPOSURE	RATE	PREMIUM
------	------------------------------	----------	------	---------

ULTRA SPECIALTY SERVICES

PREMISES NA

00364	TRAINING - LEADERSHIP CONSULTANT INCLUDING PRODUCTS & COMPLETED OPERATIONS GROSS SALES (PER \$1,000) TO MEET POLICY WRITING MINIMUM	10,300	.8800 \$	9.00 200.00
-------	--	--------	----------	----------------

PREMIUM ADJUSTMENTS:

CERTIFIED ACTS OF TERRORISM	\$ 0.00
COMMERCIAL GENERAL LIABILITY TOTAL	\$ 209.00