



Town of Los Gatos
Workers' Compensation Claims
Administration Services

REQUEST FOR PROPOSAL
(RFP)

For Professional Services

Title: Workers' Compensation Claims Administration Services

RFP Submittal Deadline:

5:00 p.m.

August 19, 2019

RFP Contact:
(Email Address)

Lisa Velasco
lvelasco@losgatosca.gov

Human Resources Department • 110 E. Main Street, Los Gatos, CA 95030
408.399.5739 • www.losgatosca.gov • www.facebook.com/losgatosca

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1. INTRODUCTION

The Town of Los Gatos is seeking proposals from qualified Third-Party Administrators (TPA) with specific experience in workers' compensation claims administration services. The selected consultant will work in conjunction with the Town and its Human Resources Department to administer the Town's self-insured workers' compensation program. Proposals should include information demonstrating experience as a Third-Party Administrator (TPA) of workers' compensation programs and information requested in this RFP. Expertise with municipal workers' compensation administration is preferred.

2. BACKGROUND

The Town of Los Gatos is a small community nestled at the base of the Santa Cruz Mountains. It is bounded by the Cities of San Jose, Campbell, Monte Sereno, and Saratoga as well as unincorporated pockets of Santa Clara and Santa Cruz Counties. Los Gatos is a picturesque and charming town, full of enterprising residents that are engaged in civic activities.

The Town of Los Gatos is guided by the principles of Small Town Service, Community Stewardship, and Future Focus. The Town government is fiscally healthy, and focuses on teamwork, collaboration, and civic engagement.

The Town of Los Gatos is a general law city operating under the Council-Manager form of government. The Town of Los Gatos employs approximately 150 full- and part-time employees and 29 temporary/seasonal employees. The vast majority of volunteers are Council appointed Boards and Commissions.

The Town of Los Gatos is currently a member of the Local Agency Workers' Compensation Excess joint powers authority (LAWCX) for the purpose of obtaining excess workers' compensation coverage. Under this arrangement, the Town maintains a self-insured retention of \$250,000 and excess coverage with statutory limits. The Town has been self-insured since 1993. Its' workers' compensation program is currently administered by Innovative Claim Solutions, Inc. in San Ramon, California. Enclosed is Los Gatos' current loss run summary as of June 30, 2019. This loss reflects 30 current open indemnity claims and no medical only claims.

The Town's Human Resources Department is the Workers' Compensation Program Manager and is responsible for management of the TPA contract. The Town's Human Resources Department coordinates all aspects of the worker's compensation program with the TPA. This includes reporting of injuries; contacting employees; providing lost time and salary information; training for managers, supervisors, and employees; offering early return to work programs; evaluating claimant service; coordinating settlement authority; and maintaining of the Town's medical, exposure, and workers' compensation claims files.

3. SCOPE OF WORK

The Town of Los Gatos is interested in obtaining a TPA who will be able to most favorably respond to the scope of services and performance standards as outlined in Attachment B. Proposals should clearly indicate where they differ from the attached scope of services and performance standards.

In addition, bi-annual file review meetings are required. TPA shall present a written summary report on all open claim files and review status to date and action plan. File review meetings shall take place within approximately 30 days following each June and December.

Another important area of focus for the Town is customer service and pro-active claim handling. The Town desires to contract with a firm that has a standard of returning calls promptly (within 1 business day) and that provides pro-active claim handling information and recommendations to the client in a timely manner. Consistent staff assigned to accounts is another attribute of a successful provider. A firm that is familiar with the medical providers in our geographic area is also desired.

Lastly, the Town desires to implement best practices for workers' compensation administration to achieve efficiencies and reduce costs. The agency desires to partner with a TPA firm that will actively engage and assist with the implementation of best practices.

4. INSTRUCTIONS TO PROPOSERS

- a. Pre-proposal Conference: None.
- b. Examination of Proposal Documents

Submittal of a proposal shall be deemed a representation and certification by the Proposer that they:

- a. Have carefully read and fully understand the information that was provided by the Town to serve as the basis for submittal of this proposal.
- b. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c. Represent that all information contained in the proposal is true and correct.
- d. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- e. Acknowledge that the Town has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer, and Proposer hereby grants the Town permission to make these inquiries, and to provide any and all related documentation in a timely manner.
- f. Understand that the Proposer bears all costs of preparing and submitting its proposal consistent with the requirements contained in the this RFP.

No request for modification of the proposal shall be considered after its submittal on grounds that proposer was not fully informed to any fact or condition.

c. Addenda/Clarifications

For any questions regarding the Request for Proposal (RFP), please submit them in writing to Lisa Velasco by e-mail lvelasco@losgatosca.gov by August 14, 2019 at 5 p.m. Written responses will be sent to all parties who have expressed an interest in applying for the opportunity. **Questions will not be accepted by phone.**

Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of the RFP and shall be acknowledged on the Proposer's Form.

The Town shall not be responsible nor be bound any oral instructions, interpretations or explanations issued by the Town or its representatives.

d. Submittal of Proposals

Submit five (5) paper copies [including one (1) signed original and four (4) copies] and one (1) electronic copy on a USB drive (PDF only). All copies, including the electronic copy shall be provided in a sealed envelope. Proposer's name and address should be clearly marked on the outside of the envelope/package. E-mailed or faxed proposals will not be accepted.

Submit proposals to: Lisa Velasco, Human Resources Department, 110 E. Main Street, Los Gatos, CA 95030

Proposals must be delivered no later than 5 p.m. Monday, August 19, 2019. The Consultant submitting the Proposal is responsible for the means of delivering the Proposals to the location listed above and in accordance to the stated deadline. All proposals submitted after the deadline shall not be accepted.

e. Withdrawal of Proposals

A Proposer may withdraw their proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

f. Rights of the Town of Los Gatos

This RFP does not commit the Town to enter into a contract, nor does it obligate the Town to pay for any costs incurred in preparation and submittal of proposals or in anticipation of a contract. The Town reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent RFPs;

- Postpone opening for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove use of particular subcontractors;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the Town.

An agreement shall not be binding or valid with the Town unless and until it is executed by authorized representatives of the Town and of the Proposer.

5. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	July 29, 2019
Pre-Proposal Meeting	None
Deadline for questions/clarifications	August 14, 2019, 5 p.m.
Proposals Due	August 19, 2019, 5 p.m.
Candidates Notified of Receipt	Week of August 19, 2019
Panel Evaluations	Weeks of August 19 – August 30, 2019
Candidates Interviewed	Week of September 16, 2019
Finalist Announced	September 23, 2019
Contract Negotiations	Week of September 23, 2019
Council Consideration of Agreement	October 15, 2019
Contract Effective Start Date	November 1, 2019

6. INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the Town's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal shall be submitted. Items not specifically and explicitly related to the RFP and proposal (e.g. brochures, marketing material, etc.) will not be considered in the evaluation. All proposals shall address the following items in the order listed below and shall be numbered 1 through 9 in the proposal document as well as address the Scope of Work outlined.

1. Proposal Summary

Submit a cover letter to the proposal that contains the name, title, address and telephone number of the individual(s) with authority to bind the proposal during the period in which the ENTITY is evaluating the proposal. The proposer

shall also identify the legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the cover letter shall identify the state in which the firm was incorporated. The cover letter shall be signed by a principal of the firm or other person fully authorized to act on behalf of the firm.

2. Profile of the Proposing Firm

The Written Proposal shall include references and experience of the proposer.

a. Please give a brief description of proposer including:

- Names and background of principal owners, partners, or officers including a resume detailing experience,
- Length of time the firm has been in business of administering workers' compensation claims,
- Number of offices and locations,
- Office that would service Town claims, and
- Office that would service Town's loss data or functions other than claims adjusting.

b. Please advise whether there are any major changes (e.g. relocation of firm/consolidation) planned for proposer during the next 12 months.

c. Identify the specific personnel (including supervisory and management) who would be assigned to administer each Town's claims. Our experience has shown that the specific claims examiner assigned to the account is critical to the TPA-Agency relationship. As such, each agency would like to know the background of the person(s) who will be assigned to our account and meet them in person during the interview process. In addition, provide detailed responses to the following:

- The position each individual occupies,
- The education, years, and type of experience of each (Please attach a resume or curriculum vitae),
- The experience each has adjusting California public agency claims, and municipal government (city or county) claims in particular,
- The length of time each has been with proposer,
- Length of time assigned to current accounts,
- The percentage of time each is in the office versus the field,
- The job duties of each outside the office, and
- The caseload for every person assigned to handle any portion of the Town's claims.

d. Provide a list of clients for which similar types of claims-related services are currently provided, preferably in the Northern California area. Please include the name, title, and phone number of three people, in three

different companies, whom the Town can contact to discuss proposer's performance.

- e. Provide a list of clients who have elected to contract with other TPA's during the past 24 months.
- f. Identify any owned ancillary services.

3. Compliance

Describe how your TPA ensures compliance with workers' compensation statutes and rules and regulations promulgated by the Department of Industrial Relations.

4. Scope of Work

Please indicate whether the proposer can comply with the SCOPE OF WORK as outlined in Section III above.

5. Additional Services

Please describe any services not previously covered which you believe may be of particular value to the ENTITY, such as provider or facility networks, on-line access to claim files, litigation management, etc.

6. Service Fee Schedule

Please provide a proposed Service Fee Schedule including an estimated annual cost to the Town for each of the two years of the contract.

- a. It is expected that there will be approximately 30 open indemnity files that will be transferred to the new TPA. The proposer must state whether or not the cost of handling these existing open files are included in the annual fee quoted above. If not, then proposer shall indicate the costs for these existing open files. In addition, the proposer shall indicate the costs for these existing open files. In addition, the proposal should discuss how the new TPA would organize and plan for a smooth transition of files with the least amount of disruption to the ENTITY and its employees.

7. Proposal Agreement

The proposal must indicate that the TPA agrees to be bound by the proposal and shall enter into a contract to provide services in a form as approved by the ENTITY.

8. Report Samples

Samples of computer-generated reports must accompany the proposal.

9. Proposal Exceptions

Include a discussion of any exceptions or requested changes that the Proposer has to the Town's RFP conditions, requirements and sample contract (Attachment D). If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment 1 - "Sample

Agreement for Services.” Items not excepted will not be open to later negotiations.

10. Proposal Submittal Requirement

Submit 5 copies of your Written Proposal and any other information concerning your services to the address shown below. Proposals must be delivered and received by no later than 5:00 p.m., on August 19, 2019.

Human Resources Department
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

Late proposals will be rejected. All proposals whether selected or rejected shall become the property of the ENTITY. Costs of preparation or proposals will be borne solely by the proposer. Proposals may not be submitted electronically or by fax machine.

The TPAs whose proposals are selected as finalists for consideration may be asked to appear, at their own expense, before an evaluation panel to discuss their proposal. Please indicate whether this is acceptable.

Questions concerning this Request for Proposal should be addressed to:

Lisa Velasco
Human Resources Director
Town of Los Gatos
110 E. Main Street
Los Gatos, CA 95030

Phone: (408) 354-6829
Fax: (408) 395-8640
E-mail: LVelasco@losgatosca.gov

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget amount. A sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be net 30 on a per task basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the Town as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as but not limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements (Attachment E), business license requirements (Attachment F), and any other required fees as stipulated in the contract. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in item 10 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the Town, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

Each proposal must include a valid certificate of insurance as outlined in Attachment E. The purpose of this submittal is to generally assess the adequacy of the Consultant's insurance coverage during proposal evaluation.

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain required insurance as outlined in Attachment E.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Town Attorney as to form and content. These requirements are subject to amendment or waiver if so approved by the Town Attorney. The selected Proposer agrees to provide the Town with a copy of said policies, certificates and/or endorsements upon award of contract.

8. REVIEW AND SELECTION PROCESS

The Town will evaluate the proposals based on the following criteria:

- Qualifications and experience of the applicant;
- Cost to the Town;
- Established record of consistent professional service and reputation within the industry;
- High quality references from public entities, particularly full service municipalities;
- Staffing and experience levels;
- Cost effectiveness of medical and legal cost containment services and activities;
- Overall cost-benefit advantages;
- Ability to meet the performance standards set by LAWCX and each agency;
- Customer service standards and track record;

- Commitment, experience, and ability to assist agency with implementation of workers' compensation best practices to achieve efficiencies and reduce costs.

The proposals will be evaluated by a panel of Town staff. The candidates will be asked to participate in an interview with the panel to select a final consultant.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the Town of Los Gatos. At such time as the Town is able to successfully negotiate an agreement with a proposer or determines that the RFP will result in no award, then all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The Town shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town of Los Gatos may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the Town shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- Any attempt to improperly influence any member of the evaluation team;

- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the Town;
- Evidence of incorrect information submitted as part of the proposal;
- Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- Proposer's default under any previous agreement with the Town, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSALS

A proposal shall be prepared and submitted in accordance with provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the Town.

13. GRATUITIES

No persons shall offer, give or agree to give any Town employee any gratuity, discount or offer of employment in connection with the award of contract by the Town. No Town employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a Town contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT

In order to avoid any conflict of interest or perception of a conflict of interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contract or subcontractor in the ultimate procurement.
- The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~

ATTACHMENT A – Proposer’s Information Form

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the RFP specifications.
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification of this proposal.

PROPOSER (please print):

Firm Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal: Addendum number(s) received: 1; 2; 3; 4; 5; 6;
Or, ___ ___ No Addendum/Addenda Were Received (**check and initial**)

PROPOSER’S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is INDIVIDUAL, sign here

Date: _____
_____ Proposer's Signature

Proposer's typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
_____ Member of Partnership or Joint Venture Signature

Date: _____
_____ Member of Partnership or Joint Venture
Signature

3. If Proposer is a CORPORATION, the duly authorized officer shall sign as follows:
The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

ATTACHMENT B - Scope of Services

During the Term of this Agreement, Consultant shall provide the following services to ensure compliance with workers' compensation statutes and regulations as established by the Department of Industrial Relations:

A. WORKERS' COMPENSATION CLAIMS MANAGEMENT AND ADMINISTRATION:

1. To review on behalf of the Town all reports of injury as defined by California Labor Code Sections 3208 and 3208.1 that are reported by the Town to Consultant.
2. To determine on behalf of the Town for each reported employee Injury those benefits, if any, that should be paid or rendered under the California Workers' Compensation laws (the "WC Laws").
3. To establish and maintain a claim file on each reported claim, which file shall be available to the Town for inspection. The maintenance of such files shall exhibit handling practices which meet or exceed minimum industry standards for California workers' compensation claims.
4. To maintain current cost-benefit figures and an estimate of the total costs of all reasonable and foreseeable benefits and related expenses on each case.
5. To prepare and file on behalf of the Town all legally required forms and reports with the Administrative Director or Self-Insurance Plans, or any other report required by the State.
6. To pay on the behalf of the Town, from a segregated bank workers' compensation account funded and maintained by the Town, those sums that should reasonably be paid for claims and claims-related expenses under the California Workers' Compensation Laws for each reported claim.
7. When required and appropriate, to refer cases where an employee of the Town files an application with the California Workers' Compensation Appeals Board or any other activity involving litigation to attorneys selected and approved by the Town and not to any other attorneys without the prior written consent of the Town.
8. To render assistance as is reasonably necessary in the preparation of litigated cases.
9. To pay on behalf of the Town out of the bank workers' compensation trust account funded by the Town all "Allocated Loss Expense" which is defined to include all fees of attorneys, witnesses, court reporters, process servers, independent investigators, any court or Workers' Compensation Appeals Board, for depositions, surveillance or

the necessary engagement of personnel in the handling of any claim subject to this Agreement.

10. To provide computerized loss analysis and financial claim detail reports within ten days following the end of the month. At no additional charge, Consultant will provide the following reports:
 - a. Annual graphic reports reflecting the highest cost department and loss-types. Annual recaps, litigated claims and other mutually accepted categories.
11. To provide and make appropriate claims reports to excess carriers and collect excess recoveries, including the return of excess recoveries to Town, subject to the Town providing Consultant with a list of excess carriers for all preceding years, and identifying the policy numbers and the parties to whom reports are to be directed.
12. To attend Workers' Compensation Appeals Board hearings, rehabilitation hearings, meetings with defense counsel, and meetings with Town staff, departments, and employee groups as necessary and as requested to do so.
13. To provide monthly summaries of all Town of Los Gatos workers' compensation bank trust account activities undertaken by Consultant.
14. To advise the Town on any material problems or need for improvement in the claims reporting, administration or other aspects of the workers' compensation program.
15. To employ, as necessary, outside vendors subject to obtaining the Town's prior written approval of all vendors eligible to provide services, directly or indirectly, on behalf of, or for the Town pursuant to this Agreement.

B. PROGRAM IMPLEMENTATION SERVICES:

Consultant will provide the following services:

16. Storage of all closed files, even those assumed from the prior administrators.
17. Develop and print up to fifty copies of a claim reporting procedure manual (including the most recent workers' compensation reform information) for distribution to all departments and key employees, should any major changes in procedures be required.
18. Implementation visits to the Town to distribute claim manuals and discuss self-insurance and TPA service program with key personnel, should any major changes in procedures be required.

19. Design and implement all accounting and trust fund procedures, should any changes be required.
20. Produce and design all necessary reports.

ATTACHMENT C – Proposer References

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully at least three (3) recently completed (within the last three (3) years) similarly sized local government contracts, similar in size and scope of work, performed by your firm that demonstrate your ability to provide the services included within the scope of the specifications, name of the municipality and population. Attach additional pages if required. The Town reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Failure to provide at least three references may result in disqualification.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services:	
Project Outcome:	

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on _____ (DATE) by and between TOWN OF LOS GATOS, a California municipal corporation, (“Town”) and _____ NAME OF COMPANY, (“Consultant”), whose address is _____ ADDRESS OF COMPANY. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide BRIEF DESCRIPTION OF SERVICES TO BE PERFORMED.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain NAME OF DOCUMENT (EX: ENGAGEMENT LETTER, PROPOSAL, ETC.) sent to the Town on DATE DOCUMENT SENT, which is hereby incorporated by reference and attached as Exhibit A. IF NO DOCUMENT DESCRIBES SERVICES, then INSERT DESCRIPTION OF WHAT CONSULTANT WILL BE DOING HERE.
- 2.2 Term and Time of Performance. This contract will remain in effect from _____ to _____. Consultant shall perform the services described in this agreement as follows: ENTER DESCRIPTION OF SERVICE SCHEDULE.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the

INCLUDE THE NAME OF THE AGREEMENT IN THE FOOTER ON EVERY PAGE – IF YOU HAVE MULTIPLE AGREEMENTS WITH THE SAME VENDOR IDENTIFY WHAT THE AGREEMENT IS FOR

Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$AMOUNT**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not

obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Minimum Scope of Insurance:
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to

INCLUDE THE NAME OF THE AGREEMENT IN THE FOOTER ON EVERY PAGE – IF YOU HAVE MULTIPLE AGREEMENTS WITH THE SAME VENDOR IDENTIFY WHAT THE AGREEMENT IS FOR

an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence

INCLUDE THE NAME OF THE AGREEMENT IN THE FOOTER ON EVERY PAGE – IF YOU HAVE MULTIPLE AGREEMENTS WITH THE SAME VENDOR IDENTIFY WHAT THE AGREEMENT IS FOR

of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving **not less than fifteen days (15)** written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk

110 E. Main Street
Los Gatos, CA 95030

CONSULTANT NAME

ADDRESS HERE

Attn:

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

Laurel Prevetti, Town Manager

Recommended by:

Department Head

Printed Name and Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk

ATTACHMENT E – Insurance Requirements



TOWN OF LOS GATOS

CLERK DEPARTMENT

PHONE (408) 354-6888

FAX (408) 354-8431

clerk@LosGatosCa.gov

CIVIC CENTER
110 E. MAIN STREET
LOS GATOS, CA 95030

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE HOLDER

Town of Los Gatos, 110 East Main Street, Los Gatos, CA 95030.

DESCRIPTION OF OPERATIONS

Town of Los Gatos, its officers, officials, employees and volunteers are named Additional Insured under this policy, as per attached endorsement as respects all operations of the Named Insured on a primary and non-contributory basis.

ENDORSEMENT

SEPARATE ENDORSEMENT FOR REQUIRED ADDITIONAL INSURED

Must include: policy number, date, insured, agency, and code.

NAME OF PERSON OR ORGANIZATION

It is hereby agreed that the Town of Los Gatos, its officers, officials, employees and volunteers are named as additional insured under this policy.

PRIMARY WORDING

The primary wording is usually located on the endorsement but is sometimes found in the description box on the certificate. It must be located somewhere in the insurance documents and must say something similar to the following:

"The insurance coverage extended under this endorsement is PRIMARY and will not seek contribution from any other insurance available to the organization or persons shown in the schedule. The Town of Los Gatos will not be responsible for providing insurance for indemnification or defense of the contractor / developer as part of this project / contract."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BUILDERS RISK

For all construction projects, Builders Risk Insurance (Builders All-Risk or Course of Construction Insurance) must be provided. The minimum amount of coverage is the "Completed Value of the Project."

Samples of acceptable language and forms are attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
ENTER DATE

PRODUCER Name of insurance broker	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Vendor Name and Address (Should match name on contract, requisition, or purchase order)	INSURER A: NAME OF INSURANCE CARRIER	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	policy number	effective date	expiration date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	policy number	effective date	expiration date	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	policy number	effective date	expiration date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER Professional Liability Errors and Omissions				enter amount if required by contract	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Town of Los Gatos, its officers, officials, employees, agents, and volunteers are named Additional Insured under the General Liability policy as per the attached endorsement as respects all operations of the Named Insured on a primary and non contributory basis.

****A SEPARATE ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE INSURANCE CERTIFICATE.****

CERTIFICATE HOLDER

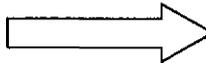
CANCELLATION

Town of Los Gatos Attention: Clerk Department 110 East Main Street Los Gatos, CA 95030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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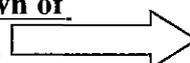
SAMPLE ENDORSEMENT

An Additional Insured Endorsement form must accompany the Certificate of Liability Insurance.

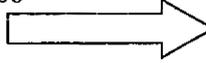
**1. Policy No. must match certificate.
2. Must list the Insured's Name as listed on Certificate.**



Name of Person or Organization: The Town of Los Gatos, its officers, officials, agents, employees, and volunteers are named Additional Insured under the General Liability Policy as respects all operations of the Named Insured on a primary & noncontributory basis.



Endorsement must also state that coverage afforded by the endorsement shall apply as Primary (wording may vary).



POLICY NUMBER: XXXXXXXXXXXX COMMERCIAL GENERAL LIABILITY
INSURED: XXXXXX XXXX XXXXXXXXX
THIS ENDORSEMENT CHANGES THE POLICY. PLEAES READ IT CAREFULLY.

ADDITIONAL INSURED – Endorsement

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE

Name of Person or Organization: The Town of Los Gatos, its officers, officials, agents, employees, and volunteers are named Additional Insured under the General Liability Policy as respects all operations of the Named Insured on a primary & non-contributory basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

PRIMARY INSURANCE

The insurance coverage extended under this endorsement is PRIMARY and will not seek contribution from any other insurance available to the organization or persons shown in the schedule. The Town of Los Gatos will not be responsible for providing insurance for indemnification or defense of the contractor / developer as part of project / contract.

**The wording for the additional insured must be exact. No abbreviations or changes in the structure of the sentence will be accepted. If you find it difficult to fit the wording in the space provided on your endorsement you may simply list "See Exhibit A" under Schedule and attach a separate "Exhibit A" (additional sheet with the proper wording). Please remember to list the policy number on the additional sheet.



APPLICATION

BUSINESS TAX AND LICENSING

Professional/Semi-Professional

Business #: _____
SIC Code: _____

[] NEW APPLICATION [] RENEWAL

INSTRUCTIONS:

- \$ All questions on this form must be answered or designated not applicable (N/A) where appropriate.
\$ Additional information may be required pursuant to Los Gatos Town Code, Chapter 14.
\$ In compliance with requirements of the State Controller's Office, a Business Tax Certificate (License) will not be issued without the following information.

PLEASE PRINT ALL INFORMATION:

1. Business Name: _____ E-Mail: _____

Business Address: _____
Number Street City State ZIP

Business Telephone #: _____ Fax: _____

Billing Address: _____
(If different) Number Street City State ZIP

Type of Business (Please be specific): _____

2. Type of Ownership (Check one only):

[] Partnership [] Corporation [] Trust [] Sole Proprietorship

Owner(s) Name: _____

Owner(s) Telephone #: _____ Owner(s) Cellphone #: _____

Owner(s) Residence: _____
Number Street City State ZIP

3. At least one of the following is required:

- \$ Federal Employer ID #: _____
\$ State Employer ID #: _____
\$ Social Security #: _____

Complete the following:

a. Fee (Please check the appropriate box)

- [] \$200.00* per professional plus \$15.00 per support staff member annually January 1 through December 31
[] Prorate* - \$150.00 per professional plus \$11.25 per support staff member After April 1
[] Prorate* - \$100.00 per professional plus \$7.50 per support staff member After July 1
[] Prorate* - \$50.00 per professional plus \$3.75 per support staff member After October 1

SELECT ONE: [] \$40.00 In-Town BL Processing Fee [] \$20.00 Out of Town BL Processing Fee [] \$30.00 BL Renewal Processing Fee

[X] Plus \$4.00 SB 1186 State Mandated Fees PER BUSINESS (See notation on reverse side)

Number of Professional: _____ Number of Support Staff: _____ Total Amount Due: \$ _____

CHIROPRACTIC/MEDICAL OFFICES – PLEASE DECLARE THE NUMBER OF MASSAGE THERAPISTS: _____

- The license period is from January – December, renewable annually.
It shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the Town without first having procured a license from the Town. Sec.14.10.015
If a business plans to establish within Town limits, the Planning Division of Community Development requires approval/compliance of zoning requirements for the pending business location.
I understand that obtaining this business license will not authorize me to use the property or conduct the business in violation of any Local, State, or Federal law. I understand that it is my obligation to determine the legal restrictions involved before beginning or changing the business.

I DECLARE UNDER PENALTY OF PERJURY that the foregoing is true and correct and if called as witness I could competently testify to the facts contained herein.

SIGNATURE: _____ TITLE: _____ DATE: _____

* Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with building open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx.

The Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

TOWN OF LOS GATOS

Open Claims

<u>Claim#</u>	<u>DOI</u>	<u>Loss Type</u>	<u>Future Med?</u>	<u>Paid Total</u>	<u>Reserves</u>	<u>Incurred Total</u>
LOG0900019	05/07/2009	Indemnity	N	\$161,623.34	\$58,357.00	\$219,980.34
LOG1500012	11/19/2014	Indemnity	N	\$47,420.22	\$66,336.00	\$113,756.22
LOG1700002	01/26/2015	Indemnity	N	\$58,003.11	\$106,653.10	\$164,656.21
LOG1800009	06/19/2018	Indemnity	N	\$52,488.69	\$25,262.22	\$77,750.91
LOG1900018	03/30/2019	Indemnity	N	\$8,677.06	\$7,546.26	\$16,223.32
950021	03/12/1995	Indemnity	Y	\$101,696.21	\$21,435.60	\$123,131.81
LOG1400008	12/07/2013	Indemnity	Y	\$12,698.41	\$19,090.00	\$31,788.41
LOG1900002	07/05/2018	Indemnity	N	\$55,289.78	\$31,990.63	\$87,280.41
LOG1900004	07/18/2018	Indemnity	N	\$2,430.24	\$6,903.12	\$9,333.36
LOG1600010	12/18/2015	Indemnity	N	\$161,224.78	\$292,111.87	\$453,336.65
LOG1900014	02/09/2019	Indemnity	N	\$2,342.09	\$7,373.97	\$9,716.06
LOG1800002	09/07/2017	Indemnity	N	\$43,905.37	\$119,606.66	\$163,512.03
LOG0400008	08/19/2003	Indemnity	N	\$1,087,540.32	\$416,431.83	\$1,503,972.15
0011001799	11/29/2000	Indemnity	Y	\$235,211.58	\$105,799.31	\$341,010.89
LOG1300014	10/26/2012	Indemnity	N	\$333,028.00	\$120,699.74	\$453,727.74
LOG1600004	07/18/2015	Indemnity	N	\$20,704.16	\$71,388.56	\$92,092.72
LOG1900003	04/09/2018	Indemnity	N	\$0.00	\$2,000.00	\$2,000.00
94FM05	08/15/1993	Indemnity	Y	\$100,280.01	\$22,937.58	\$123,217.59
89520002	12/25/1988	Indemnity	Y	\$143,184.44	\$66,162.87	\$209,347.31
LOG1900020	06/12/2019	Indemnity	N	\$0.00	\$18,610.00	\$18,610.00
LOG1500004	06/24/2014	Indemnity	N	\$113,516.06	\$95,516.70	\$209,032.76
70FM0006	08/26/1998	Indemnity	Y	\$245,628.34	\$29,323.70	\$274,952.04
LOG1700005	01/01/2017	Indemnity	N	\$94,023.69	\$48,647.12	\$142,670.81
LOG1700006	01/29/2017	Indemnity	Y	\$20,586.97	\$22,465.60	\$43,052.57
LOG1800007	05/30/2018	Indemnity	N	\$1,592.35	\$18,268.73	\$19,861.08
LOG1900012	12/10/2018	Indemnity	N	\$1,378.49	\$550.00	\$1,928.49
LOG1900006	09/01/2018	Indemnity	N	\$7,245.32	\$37,423.88	\$44,669.20
LOG1500014	03/11/2015	Indemnity	N	\$42,394.79	\$13,050.00	\$55,444.79
LOG0600009	09/30/2005	Indemnity	N	\$1,275,277.91	\$706,874.21	\$1,982,152.12
LOG1200016	10/10/2011	Indemnity	Y	\$62,289.29	\$56,624.32	\$118,913.61

TOWN OF LOS GATOS

Open Claims

<u>Claim#</u>	<u>DOI</u>	<u>Loss Type</u>	<u>Future Med?</u>	<u>Paid Total</u>	<u>Reserves</u>	<u>Incurred Total</u>
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