

1 **AGREEMENT PURSUANT TO WORKERS' COMPENSATION**
2 **ALTERNATIVE DISPUTE RESOLUTION PROGRAM FOR CITY OF LONG BEACH**

3 THIS AGREEMENT is made and entered, in duplicate, as of July 6, 2015 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on October 9, 2007, by and between SEYMOUR LEVINE,
6 M.D., RHEUMATOLOGIST, INTERNAL MEDICINE, whose address is 150 N. Robertson
7 Blvd., #350, Beverly Hills, CA 90211, ("Physician"), and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, the City requires independent and experienced physicians to
10 provide Independent Medical Evaluations with respect to workers' compensation claims
11 filed by Long Beach Police Officers and Firefighters injured while in the employment of the
12 City of Long Beach; and

13 WHEREAS, the City of Long Beach wishes to reduce the delays inherent in
14 the workers' compensation system which lead to increased costs and the unacceptable
15 treatment of injured workers; and

16 WHEREAS, the above mentioned Physician is willing and able to
17 expeditiously provide said Independent Medical Evaluation required by the City at the rates
18 indicated in Exhibit "A";

19 NOW, THEREFORE, in consideration of the mutual terms, covenants and
20 conditions herein, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES:

22 A. The Physician shall provide the following medical services to
23 the City at the rates shown on Exhibit "A" attached hereto and incorporated herein
24 by this reference:

- 25 i. AOE - COE EXAMS, (exams for the determination of
26 industrial causation).
- 27 ii. Evaluation for necessity of appropriate medical
28 treatment.

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 iii. Assessment of employee's present ability to return to
2 work, whether full duty or modified.

3 iv. Advise on condition of maximum medical improvement
4 status.

5 v. Determine nature and extent of permanent disability,
6 including factors of apportionment and need for future medical care.

7 vi. Resolve utilization review disputes.

8 vii. Determine the need for spinal surgery pursuant to Labor
9 Code section 4062(b).

10 B. Physician shall perform the evaluation in full accordance with
11 the standards defined by the Division of Worker's Compensation of the State of
12 California and the AMA Guides to the Evaluation of Permanent Impairment, Fifth
13 Edition. This requires a report of the injury, prior status, clinical chronology, current
14 status, and past medical history. The physical examination will document all
15 pertinent positive, negative, and non-physiological findings. For extremity injuries,
16 measurements must be documented bilaterally. Additionally, Physician agrees to:

17 i. Provide that medical exams will be set within thirty (30)
18 days of the date of appointment request, and

19 ii. Prepare a written report of medical findings within thirty
20 (30) days of the date of exam or evaluation and provide a copy to the parties
21 within said time frame. If testing is required to complete the report, the testing
22 shall be completed within fourteen (14) days of the date of the exam and the
23 report shall issue within thirty (30) days of the completion of testing.

24 C. The parties agree that the City is not obligated to pay
25 compensation to the Physician except for agreed upon medical services and care.
26 Failure of Physician to provide a written medical report within thirty (30) days of the
27 date of the exam or the completion of testing, if required, subjects Physician to non-
28 payment for services rendered.

1 D. Physician billing shall conform to the requirements listed in
2 Section 9795 of Title 8 of the California Code of Regulations. Charges for services
3 rendered will be reviewed in accordance with Section 9795 to determine appropriate
4 level of service.

5 E. City shall pay Physician pursuant to Exhibit "A" within forty-five
6 (45) days following receipt from Physician of invoices for services rendered and for
7 which payment has not previously been made, provided that: Physician shall submit
8 all invoices within ninety (90) days after the date of service.

9 2. TERM:

10 A. The term of this Agreement shall be for the duration of the
11 Labor-Management Workers' Compensation Supplemental Dispute Resolution
12 Agreement ("Dispute Resolution Agreement").

13 B. Either party hereto may terminate this Agreement at any time
14 by giving to the other party written notice thereof at least thirty (30) days prior to the
15 effective date of such termination. Physician agrees that withdrawal from this
16 agreement is conditioned upon completion of all work in progress.

17 C. Any notices required or desired to be given hereunder shall be
18 in writing and personally served or deposited in the U.S. Postal Service, first class,
19 postage prepaid to: Jamelle Peck, Claims Manager, 333 West Ocean Boulevard,
20 8th Floor, Long Beach, California 90802. Notice shall be deemed given on the date
21 deposited in the mail or on the date personal delivery is made, whichever occurs
22 first.

23 3. INSURANCE:

24 As a condition precedent to the effectiveness of this Agreement, Physician
25 shall procure and maintain at Physician's expense for the duration of this Agreement from
26 insurance companies that are admitted to write insurance in California or from authorized
27 non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best
28 Company:

1 (a) Commercial general liability insurance equivalent in scope to ISO
2 form CG 00 01 11 85 or CG 00 01 1093 in an amount not less than One
3 Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars
4 (\$2,000,000.00) general aggregate. Such coverage shall include but not be
5 limited to broad form contractual liability, cross liability independent
6 contractors liability, and products and completed operations liability. The
7 City, its officials, employees and agents shall be named as additional insured
8 by endorsement on the City's endorsement form or on an endorsement
9 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85, and this
10 insurance shall contain no special limitations on the scope of protection given
11 to the City, its officials, employees and agents.

12 (b) Workers' Compensation insurance as required by the Labor Code
13 of the State of California and employer's liability insurance in an amount not
14 less than One Million Dollars (\$1,000,000.00) per occurrence.

15 (c) Professional (Medical Malpractice) or errors and omissions liability
16 insurance in an amount not less than One Million Dollars (\$1,000,000.00) per
17 claim.

18 Any self-insurance program, self-insured retention, or deductible must be
19 separately approved in writing by City's Risk Manager or designee and shall protect City,
20 its officials, employees and agents in the same manner and to the same extent as they
21 would have been protected had the policy or policies not contained retention or deductible
22 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
23 reduced, non-renewed or canceled in coverage except after thirty (30) days prior written
24 notice to City, and shall be primary and not contributing to any other insurance or self-
25 insurance maintained by City, its officials, employees and agents. Physician shall notify
26 the City in writing within five (5) days after any insurance required herein has been voided
27 by the insurer or cancelled by the insured.

28 Physician shall require that all contractors and subcontractors which

1 Physician uses in the performance of services hereunder maintain insurance in compliance
2 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

3 Prior to the start of performance hereunder, Physician shall deliver to City
4 certificates of insurance and required endorsements, including any insurance required of
5 Physician's contractors and subcontractors, for approval as to sufficiency and form. The
6 certificates and endorsements for each insurance policy shall contain the original signature
7 of a person authorized by that insurer to bind coverage on its behalf. In addition, Physician
8 shall, within thirty (30) days prior to expiration of the insurance required hereunder, furnish
9 to City certificates of insurance and endorsements evidencing renewal of such insurance.
10 City reserves the right to require complete certified copies of all said policies of Physician
11 and Physician's contractor and subcontractors at any time. Physician shall make available
12 to City all records and other information relating to the insurance coverage required herein
13 during normal business hours.

14 Any modification or waiver of the insurance requirements herein shall only be
15 made at the request of the City department administering this Agreement and with the
16 written approval of the City's Risk Manager or designee. Not more frequently than once a
17 year, the City's Risk Manager or designee may require that Physician, Physician's
18 contractors and subcontractors change the amount, scope or types of coverages required
19 herein if, in his or her sole opinion, the amount, scope, or types of coverages are not
20 adequate.

21 The procuring or existence of insurance shall not be construed or deemed as
22 a limitation on liability relating to Physician's performance of services or as full performance
23 of or compliance with the indemnification provisions of this Agreement.

24 4. INDEPENDENT CONTRACTOR:

25 In performing services hereunder, Physician is an independent contractor
26 and not an employee, agent, or representative of the City. Physician acknowledges and
27 agrees that the City will not secure workers' compensation or pay unemployment insurance
28 to, for on Physician's behalf nor provide any of the usual rights, benefits or privileges of

1 City employees.

2 5. INDEMNITY:

3 Physician shall defend, protect, indemnify and hold the City, its officials,
4 employees, and agents harmless from and against any and all claims, suits, causes of
5 action, losses, damages, demands, liabilities, costs and expenses including reasonable
6 attorney's fees, whether or not reduced to judgment or paid through settlement, which may
7 be asserted against City, its officials, employees and agents attributable to or caused
8 directly or indirectly by Physician, its employees or agents in the performance of this
9 Agreement, or caused by any alleged negligent or intentional act, omission or
10 misrepresentation by Physician, its employees or agents, which act, omission or
11 misrepresentation is connected in any way with performance of this Agreement.

12 6. AMENDMENT:

13 This Agreement, including all exhibits, shall not be amended nor any
14 provision or breach thereof waived except in writing signed by the parties.

15 7. LAW:

16 This Agreement shall be governed by and construed according to the laws of
17 the State of California. Physician shall comply with all laws, ordinances, rules and
18 regulations of and obtain such permits, licenses, and certificates required by all federal,
19 state, and local governmental authorities.

20 8. CONFLICT OF INTEREST:

21 Physicians who act as an employee's independent medical examiner ("IME")
22 under this agreement shall not act as the same employee's treating physician for the injury
23 in dispute, unless otherwise mutually agreed by the City and the employee.

24 9. ENTIRE AGREEMENT:

25 This Agreement including all exhibits constitutes the entire understanding of
26 the parties and supersedes all other agreements, oral or written, with respect to the subject
27 matter herein.

28 10. COSTS:

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 In the event that there is any legal proceeding between the parties to enforce
2 or interpret this Agreement or to protect or establish any rights or remedies hereunder, the
3 prevailing party shall be entitled to its costs and expenses, including reasonable attorney's
4 fees.

5 11. WAIVER:

6 The acceptance of any services or the payment of any money by the City
7 shall not operate as a waiver of any provision hereof, or of any rights or remedies
8 hereunder. The waiver of any breach of any provision of this Agreement shall not constitute
9 a waiver of any other or subsequent breach.

10 IN WITNESS WHEREOF, the parties have caused this document to be duly
11 executed with all formalities required by law on the date first stated above.

12 SEYMOUR LEVINE, M.D.

13
14 JULY 10, 2015 By SEYMOUR LEVINE, MD
15 Physician
16 Seymour Levine, MD
17 Type or Print Name
18 "Physician"

19 CITY OF LONG BEACH, a municipal corporation

20 November 21, 2015 By T. Bill EXECUTED PURSUANT
21 City Manager TO SECTION 301 OF
22 "City" ASSISTANT CITY MANAGER THE CITY CHARTER.

23 This Agreement is approved as to form on 10/29, 2015.

24 CHARLES PARKIN, City Attorney

25 By Gene Hartman
26 Principal Deputy
27
28

EXHIBIT A FEE SCHEDULE

AOE-COE Exam

In the case of a simple AOE-COE examination for the determination of Industrial causation, reimbursement will be at the basic rate with a modifier of 1.35. This would equal \$675.00. Conditions anticipated in this category would be hearing loss, skin cancer, hernia, conjunctivitis, eye strain and dermatitis. This may not include all types in this category.

A more complex exam that involves review of records, tests and expert opinion will be reimbursed at the ML 103 with the 1.35 modifier. This would be at \$1,012.50. It is anticipated this would include new vs. old injuries, internal exams, orthopedic exam with prior injuries or non-industrial conditions, cardiovascular cases, respiratory conditions, pneumonia, bronchitis, blood born pathogens, overuse syndromes and any CT type claim.

TREATMENT AND TEMPORARY DISABILITY ISSUES

When there is an issue on treatment or the employee's ability to perform some modified duty and an exam is not necessary the reimbursement would be at the ML 102 with the 1.35 modifier. This would be \$675.00. If an exam is needed to resolve the issue the payment would be \$1012.50. This would include issues regarding spinal surgery.

PERMANENT AND STATIONARY (MMI)

All Permanent and Stationary exams will be at the \$1012.50 level. If the parties agree the exam will reach a ML 104 the reimbursement will be at rate of \$350.00 per hour. The factors needed to support the ML 104 are outlined in Cal. Code of Regulations 9795.

DEPOSITION FEE

The hourly rate for depositions will be \$350.00, payable in quarter hours.

REVIEW OF RECORDS

The hourly rate for review of records will be \$350.00, payable in quarter hours.



COOPERATIVE OF
AMERICAN PHYSICIANS

CERTIFICATE OF COVERAGE AND CLAIMS HISTORY

Coverage through December 31, 2015

Member: Seymour Levine, MD
Address: 150 N Robertson Blvd # 350
Beverly Hills, CA 90211

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

Membership Number	Medical Specialty	Coverage Date	Retroactive Coverage Date
20075	Rheumatology	October 1, 2010	October 1, 1977
	Subspecialty Internal Medicine		
Coverage (Claims made and paid)		Current Limits of Liability	
Medical Professional Liability Coverage		\$1,000,000	for all Claims based upon an Occurrence
		\$3,000,000	each calendar year aggregate

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

Claims History
No Claims Reported
The Claims history listed above includes all Claims that are currently open and those that were closed within the last five years. The Claims history does not include payments for emergency or other remedial expenses that may have been made to patients through MPT's Patient Assistance Services program.

Cooperative of American Physicians, Inc.

November 17, 2014

Hammon P. Acuna
Vice President, Membership Services
Mutual Protection Trust

Date

ANNE C. LATTIME
Principal Deputy City Attorney

Reviewed by:

Risk Management
Consultant 10-13-15

OCT 29 2015
Approved as to Form

CITY OF LONG BEACH
DATE: 10/19/15



34096

CERTIFICATE OF LIABILITY INSURANCE

KMW R001

DATE (MM/DD/YYYY) 4/30/2015

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

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

PRODUCER: USAA INSURANCE AGENCY INC/PHS... CONTACT NAME: USAA INSURANCE AGENCY INC/PHS... INSURED: SEYMOUR LEVINE MD A PROFESSIONAL CORPORATION... INSURER A: Sentinel Ins Co LTD

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

Reviewed by: [Signature] Risk Management Consultant 10-13-15

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an Additional Insured - Designated Person or Organization, per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate holder per the Business Liability Coverage Form SS0008 attached to the policy.

CERTIFICATE HOLDER CANCELLATION

County of Kern and its board members, officials, officers, agents & employees C/O Insurance Tracking Services, Inc PO BOX 198 LONG BEACH, CA 90801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

[Signatures: Michael Alessi, Anne C. Lattime] ANNE C. LATTIME Principal Deputy City Attorney

CITY OF LOS ANGELES DATE: 10/19/15 OCT 29 2015

Policy Number	Policy Period	
	From	To
DR 0306241 13	04/01/2015	04/01/2016
<small>12:01A.M. Standard Time at the address of the Insured as stated herein</small>		

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier # 31283		WCIRB CARRIER# 00920		
1. Named Insured and Address			Agent	
LEVINE, SEYMOUR M.D. (IND) DBA SEYMOUR LEVINE M.D. 150 NORTH ROBERTSON BLVD#350 BEVERLY HILLS CA 90211			BIZLINKS INS SERVICES INC WESTERN ELITE INS SOLUTIONS 140 DIAMOND CREEK PLACE ROSEVILLE, CA 95747 Telephone: 9162596900	
Customer #	Carrier # 31283	FEIN # 954802962	Risk ID #	Entity of Insured SOLE PROPRIETOR

Additional Locations:

2. The Policy Period is from 04/01/2015 to 04/01/2016 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
- | | | |
|---------------------------|--------------|---------------|
| Bodily Injury by Accident | \$ 1,000,000 | each accident |
| Bodily Injury by Disease | \$ 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY, AK, CT, DE, HI, LA, ME, MA, MI, NE, NH, NY, RI, SD, VT, WV and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$ 750	Expense Constant	\$ 220
		Premium Discount	\$
Assessments and Taxes	\$	Total Estimated Annual Premium	\$ 1,238

This is a Three Year Fixed Rate Policy

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,

Issued Date: 03/13/2015

Issuing Office **EMPLOYERS PREFERRED INS. CO.**
7110 NORTH FRESNO STREET, SUITE 250
FRESNO, CA 93720-2999


Authorized Representative