



**OFFICE OF THE DIRECTOR OF FINANCE
RISK MANAGEMENT DIVISION
1515 ARCH STREET – 14TH FLOOR
PHILADELPHIA, PA 19102-1579
FAX (215) 683-1718**

January 27, 2006

**Re: City of Philadelphia
Request For Proposal for the City Administered
Employee Disability/Workers' Compensation Program**

The City of Philadelphia is issuing this Request for Proposal (RFP) to obtain proposals from qualified Third Party Administrators (TPA) to work with the Office of the Director of Finance, Risk Management Division, to provide all medical health care and claims and litigation management services for employees who sustain service connected injuries. Respondents must demonstrate their capabilities to adequately meet the demands of the City with respect to the requirements of this RFP.

In order to be considered, proposals must be delivered no later than Monday, March 6, 2006 to:

Mr. Sam Nicholson
Employee Disability Manager
City of Philadelphia
Office of the Director of Finance
Risk Management Division
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1595

In its proposal, each Respondent is encouraged to provide alternative or innovative business solutions in accordance with the requirements of this RFP. The City, in its sole discretion, will select the qualified TPA on the basis of their proposal, qualifications and capabilities.

The TPA selection will be announced by Monday, May 22, 2006 and the TPA shall enter into a professional service contract with the City and be prepared to deliver services no later than July 1, 2006.

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Employee Disability/Workers Compensation Program
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The City is soliciting proposals on the basis that such a process best serves the interest of the City. The City reserves the right and may exercise one or more of the following rights and options with respect to this RFP: to accept one or more proposals; to reject any or all proposals; to use criteria other than price in determining the TPA with which it will contract; to supplement, amend or otherwise modify this RFP; to cancel this RFP with or without the substitution of another RFP; to issue additional or subsequent solicitations for proposals; to conduct investigations with respect to the qualifications of any TPA; to change any time for performance set forth in this RFP; to waive any non-compliance of any proposal with the requirements of this RFP; to permit any TPA to supplement, amend or otherwise modify its proposal; to negotiate with one, or more than one TPA; all as the City in its sole discretion may deem to be in its best interest.

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SECTION I – INTRODUCTION

The City of Philadelphia is currently seeking proposals from contractors to work with the Division of Risk Management to provide all medical health care and claims management services for employees who sustain a legitimate service connected injury. The City is a qualified self-insurer with approximately 27,849 full-time active employees and currently receives an estimated 4,500 new claims each year.

Prior to 1994, the City of Philadelphia had in-house staff managing the disability program with key medical providers. In 1994, the City implemented a capitated medical program with an independent third party administrator.

Eligible City employees have the option to elect salary replacement under Civil Service Regulation 32 or Workers' Compensation pursuant to the Commonwealth of Pennsylvania's Workers' Compensation Act (hereafter referred to as the Employee Disability Program). Eligible uniformed employees in the Police & Fire Departments have the option to elect salary replacement under Civil Service Regulation 32, Workers' Compensation or the Pennsylvania Heart and Lung Act. Presently an employee seeking a work-related disability has the option to participate in one of three programs with participation as indicated (Heart and Lung participation limited to eligible uniformed Police and Fire personnel):

PROGRAM OPTION	AVERAGE NUMBER OF CLAIMS FILED July 1, 2004 – June 30, 2005
Regulation 32	3497
Workers' Compensation	296
Pennsylvania Heart & Lung Act	794

Intention: Proposer Responsibility For Costs

It is the intention of the City of Philadelphia to solicit proposals at this time and to award a contract to the chosen respondent(s) although this Request For Proposals (RFP) does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any proposer, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any proposer to this RFP, will become the property of City and may be subject to public disclosure by City, or any authorized agent of City. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

Communications and Inquiries

Verbal responses or information given by any City employee or agent of the City shall not be binding on the City and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing will be considered binding on the City.

All questions concerning this RFP must be submitted in writing, by fax or via e-mail no later than February 10, 2006 to:

Mr. Sam Nicholson
Employee Disability Manager
Risk Management
1515 Arch Street – 14th Floor
Philadelphia, PA 19102
Fax: (215) 683-1718
Sam.Nicholson@phila.gov

Respondents intending to submit a proposal are requested to submit notice of that intention to the above address by no later than February 10, 2006.

Written responses from the City of Philadelphia to questions will be distributed at the February 28, 2006 Pre-Proposal Conference.

Submissions

The City of Philadelphia encourages companies that have proven superior experience in providing acute or chronic medical care and claims administration for clients of similar demographics to respond to this RFP. Each proposal will receive a full and fair evaluation.

Objectives of the City of Philadelphia:

- Improve the quality of health care for injured workers
- Return injured employees to work promptly and safely
- Reduce the City's work-related injury costs
- Provide a smooth transition from current program to any new program
- Promote confidence and good will in the management and treatment of injured City employees
- Assure compliance with all applicable laws, regulations and guidelines to Pennsylvania Workers' Compensation Act, Civil Service Regulations and Pennsylvania Heart & Lung Act.

Proposals Binding

Through submission of its proposal by an official authorized to legally bind its company, each respondent agrees that the contents of its proposal is available for establishment of final contractual obligations for a minimum of 180 calendar days from the proposal due date listed at Section II – Timeline.

Effective Date

The selected respondent(s) is expected to enter into a contract with the City of Philadelphia substantially in the form attached here as Exhibit 7, effective on or before July 1, 2006, with program transition to begin as early as May 17, 2006.

Period of Coverage

The initial contract award for the City Employee Disability Program is anticipated to be on or before July 1, 2006.

The term of the contract resulting from this RFP will be for a period of 12 months and may be renewed by the City at its sole discretion on an annual basis for up to three (3) additional one-year terms.

General Reservation of Rights

The City reserves the right to reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract, issue a new RFP with terms and conditions substantially different from those set forth in this RFP, or cancel this RFP with or without issuing another RFP.

The City reserves and may exercise any one or more the following rights and options with respect to this selection process:

- To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP or it is otherwise in the best interest of the City to reject the proposal;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation;

- To reject the proposal of respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially, or technically incapable or is otherwise not a responsible respondent;
- To reject as informal or non-responsive any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations or items of work not called for by this RFP;
- To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information alterations and/or corrections to proposals by some or all of the respondents following proposal submission.
- The City reserves the right to request respondents to make one or more presentations to the City at the City's offices at respondent's sole cost and expense, addressing respondents' ability to achieve the objectives of this RFP.
- The City reserves the right to conduct on-site investigations of the respondents' facilities or of those facilities where respondent performs its services.
- The City reserves the right to enter into negotiations with any or all respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents seriatim. Negotiations with respondents may result in the enlargement or reduction in the scope of services, or changes in other terms that are material to the RFP and the submitted proposals. In such event, the

City shall not be obligated to inform other respondents of the changes, or to permit them to revise their proposals in light thereof unless the City, in its sole discretion, determines that doing so is in the City's best interest. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

- In the event negotiations with any respondents are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to enter into negotiations with providers that did not respond to this RFP; and/or solicit new proposals from providers that did not respond to this RFP. The City reserves the right not to enter into any contract with any respondent, with or without the re-issuance of this RFP, if the City determines that such is in the City's best interest.

SECTION II – TIMELINE

January 27, 2006	Release of Request for Proposal
February 10, 2006	Inquiry Deadline
February 28, 2006	Pre-Proposal Conference*
March 6, 2006	Proposal Due Date
April 28, 2006	Provider Selection
May 17, 2006	Contract Negotiations Completed
May 17, 2006	Transition Begins
June 30, 2006	Transition Ends
July 1, 2006	Effective Date of Program

- * The February 28, 2006 Pre-Proposal Conference will be held promptly at 10:00 a.m. and conclude at 12:00 p.m. on the 18th floor of One Parkway Building, Room 18013, located at 1515 Arch Street. In view of limited space available for the conference, it is requested that attendance be limited to one individual per contractor. Attendance at the Pre-Proposal Conference is not mandatory, but it will be the contractor's final opportunity to ask any and all questions.

SECTION III – SELECTION

Selection Requirements to Respond

It is the intention of the City of Philadelphia to select the respondent(s) that will provide the most advantageous health care provider program and third party administrator program for the employees of the City of Philadelphia.

In addition, the selected Third Party Administrator **must have the financial resources and stability to manage the City's Employee Disability Program.**

Submission of a proposal constitutes express acceptance by you and all subcontractors, of all provisions, conditions, and requirements of the RFP including all attachments and exhibits. All appropriate questions contained in **Section XII – Third Party Administrator Service Questionnaire** must be completed in their entirety.

The selected Third Party Administrator will be required to submit a document preparation fee to the City. (See Exhibit 8).

Selection Criteria

All proposals which meet the minimum respondent requirements, e.g. experience, financial capability, etc., and the minimum proposal submission requirements will be reviewed and evaluated for completeness and responsiveness by a selection review committee according to standards and selection criteria determined by the committee. Factors for consideration will be

selected from information supplied in response to the RFP. Selection criteria (with no particular order or priority attributable to each criterion) will typically evaluate:

1. Project understanding and soundness of project approach and methodology.
2. Specialized experience of the responding firm, particularly demonstrated experience to complete projects or similar scale and complexity.
3. Proposed project work plan.
4. Specialized experience and qualifications of project team members.
5. Responsiveness to MBEC participation requirements.
6. Cost or budget proposal.

Objections

All proposals submitted are subject to the terms and conditions of this RFP. The respondent, by signing and submitting its proposal, expressly acknowledges and agrees to all terms and conditions contained in this RFP including, without limitation, contract terms and conditions set forth in Exhibit 7. In the event the respondent objects to any term or condition of this RFP, including those stated in the form of Agreement, and wishes to preserve such objection for contract negotiation, such objection must be raised in the respondent's proposal by identifying, under a section clearly labeled "RFP Objections", the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Any such objection not raised in accordance with the requirements stated herein shall be deemed waived by the respondent.

Should the respondent object to any of the terms and conditions established in this RFP, the City reserves the right in its sole discretion to permit the respondent to rescind any or all such

exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the respondent objects to terms and conditions. In no event shall the City's selection of a respondent for further negotiations constitute acceptance of any objection or proposed alternative to terms and conditions established in this RFP.

SECTION IV – GENERAL INFORMATION

Civil Service “Regulation 32” Injured on Duty Program

The City offers a program “in lieu of” Workers’ Compensation, commonly referred to as “Regulation 32”, which offers employees who are required to make Social Security contributions, seventy-five percent (75%) of the base pay the employee was being paid on the date of disability. Employees who are not required to make Social Security contributions are paid eighty percent (80%) of the base pay the employee was being paid on the date of disability. This continuation of salary is tax-free for all employees with a work-related injury.

In addition to salary continuation, injured employees may also continue to earn most regular fringe benefits. Regulation 32 mandates employee cooperation with medical treatment within the City’s Network Program for the duration of the injury. (See Exhibit 2).

Workers’ Compensation

Employees who incur work-related injuries and do not wish to apply for benefits under Regulation 32 may apply for Workers’ Compensation benefits under the Pennsylvania Workers’ Compensation Act after ninety (90) days of medical treatment by a provider on the City’s designated panel listing. Employees are required to notify the City within five (5) days of the first visit to a non-panel physician.

Police Heart & Lung Agreement

This Act is only for eligible uniformed personnel in the Police and Fire Departments injured in the performance of their duties. The City has negotiated with Police and Fire unions several modifications to the Act specific to the City. Under this benefit, the employee receives 100% of their salary and benefits. The Police Heart & Lung Agreement is explained in detail in Exhibit 3.

Disability Pension Benefits

The City's retirement system provides benefits for employees whose disability is considered service-connected.

SECTION V – EMPLOYEE DISABILITY PROGRAM OBJECTIVES

Third Party Claims Administrator

The City is currently focused on obtaining superior claims administration with a strong focus on the overall administration of all Injured on Duty, Workers' Compensation and Heart & Lung Act claims filed by City employees such as:

- A system to accept notice of claims that is available 24 hours a day, 7 days a week, including holidays
- A process to make all state filings as appropriate on behalf of the City
- A process for payment of all workers' compensation indemnities and claims related expenses
- A process for payment of all medical services including those rendered outside the City network.

It is important that the successful candidate be able to provide:

- Claims Management/Investigation
- Legal Case Management
- Medical Case Management
- Reporting
- Risk Management Information System
- Vocational Rehabilitation System
- Subrogation/Supersedeas Services
- On-Site Financial Administrator

The City is currently focused on obtaining a superior medical health care program with a strong focus on occupational medicine, such as:

- Emergency services, surgical and short stay services and diagnostic testing
- Physical Therapy/Occupational Therapy
- Pharmaceuticals
- Durable Medical Equipment
- Professional Services

It is important that the successful candidate be able to arrange treatment at hospital-based sites geographically located to best serve the work site locations within the City.

The City is looking for an innovative respondent(s) of claims management services, which **anticipates and represents the needs of its client** organization and employee participants.

Customer Service must be a primary element in the claims administration and medical health care services structure. The primary element to aggressive customer service is the knowledge that there is no more effective customer service initiative to the City of Philadelphia than prompt and accurate claims processing.

SECTION VI – CURRENT EMPLOYEE DISABILITY PROGRAM DESIGN

A. Injured Employee’s Department

An injured employee’s department performs several primary functions when a work-related injury occurs. These include: reporting the claim, assisting in the investigation of the injury, assist in the determination of the injury’s service-connection, planning remedial activity and light duty assignment, as well as processing and monitoring the employee’s medical recovery process. Critical personnel involved in these activities, along with the third party administrator, are the injured employee’s supervisor and the Safety/Personnel Officer of the department. They direct their efforts to “fact finding”, along with claims administration and processing.

B. Office of the Director of Finance, Risk Management Division

Risk Management is responsible for overseeing all aspects of the Employee Disability Program, which includes the provision of administrative services and medical care provided by the TPA. In addition, Risk Management monitors litigation issues and appoints law firms to be contracted by the third party administrator, provides settlement authority and may assist in the determination of service-connected injuries.

C. Personnel Department

Permanently and partially disabled employees are referred to the Personnel Department for possible re-employment in a position compatible with their disability, skills and aptitude. The Personnel Department determines the employee's qualifications, ascertains classes of positions for which the employee is eligible and refers the injured employee for placement in a suitable departmental position.

D. Civil Service Commission

The Civil Service Commission adjudicates Regulation 32 appeals from employees concerning the determination of work-related injuries made by an employee's department or the decisions of duty status made by the City's Medical Director of the Employee Disability Program.

E. Heart and Lung Arbitration Panel

The Heart & Lung Arbitration Panel adjudicates Heart & Lung appeals from the City or eligible uniformed police department employees concerning the determination of work-related injuries and the decisions of duty status made by the primary care physician or the City's Medical Director of the Employee Disability Program.

SECTION VII – REGULATIONS AND LEGAL REQUIREMENTS

The Contractor must indicate its agreement to all statements listed in Exhibit 5. The Contractor must provide a statement, which references items 1-19 of Exhibit 5, REGULATIONS AND LEGAL REQUIREMENTS and which reflects its agreement to all of the these items. Please note that any proposal that does not satisfactorily address all matters outlined in this section will be subject to rejection as non-responsive and will receive no further consideration by the City.

MINORITY, WOMEN AND DISABLED BUSINESS ENTERPRISES

The respondent must agree to comply with the terms and conditions of the City's Minority, Women and Disabled Business Enterprises (MBEC) policy (Exhibit 6). In addition, the Respondent must comply with the standard established ranges set forth by MBEC. These ranges will be distributed at a later date.

SECTION VIII – GENERAL EXPECTATIONS OF PROPOSALS

News Release

Any press release, notification, advertisement or other public communication relating in any way to this RFP may not be made, or otherwise disseminated without the prior written approval of the City of Philadelphia.

Effective Date

The selected provider(s) is expected to enter into a contract with the City of Philadelphia effective on or before July 1, 2006, with a transition period to begin as early as May 17, 2006.

Completeness

It is anticipated that a response to this RFP will be complete, **providing all requested information.** Any proposal that is found to be incomplete may be eliminated from the review process without prior request for missing information.

Accuracy

It is expected that all information provided in a proposal will be accurate and without error. Should any information prove to be inaccurate, the City of Philadelphia's **acceptance of a proposal may be rescinded.**

Timeliness

Failure to respond to this RFP within the time frame described in Section II, Timeline, may eliminate a proposal from consideration.

Cost of Proposal Preparation

The City of Philadelphia, and any agent acting on its behalf, accepts no responsibility for any cost related to the preparation, production or mailing of a response to this RFP.

Delivery of Proposal

Respondents must respond via written proposal to the City of Philadelphia, Risk Management Division, by the specified date(s). In addition, proposals must also be submitted in an electronic form (CD). The CD responses must be readable in Microsoft Word, Excel and Adobe Acrobat 7.

Six (6) hard copies of a proposal must be provided.

SECTION IX – EXECUTIVE SUMMARY

Respondents must provide a summary, not to exceed 10 pages, describing the scope of the services you propose to provide, the results you expect to achieve, the extent to which you expect to use subcontractors and your organization's unique qualifications to provide managed Injured on Duty and Workers' Compensation services.

SECTION X – EXPERIENCE IN INJURED ON DUTY AND WORKERS’ COMPENSATION SERVICES

All Respondents:

Please restate each item below and provide your response. All Contractors must also provide this information for each of its major subcontractors, if any. The City may request additional information or more detailed information from any Contractor(s) at any time.

1. Describe your organization. Include history, ownership, location of headquarters and satellite office and size and structure of organization. Attach an organizational chart.
2. Describe the resources within your organization dedicated to management and treatment of workplace injuries. Provide a brief biographic sketch of key program personnel.
3. Provide evidence to demonstrate your organization’s financial viability. Please enclose an audited financial statement for each of the past two fiscal years.
4. Do you currently offer similar services in the City of Philadelphia service area?
5. Please list clients that are similar in size and characteristics to the City of Philadelphia that you currently serve. Include:
 - Name of the client
 - Name, address and phone number of individual who may be contacted for a reference
 - Please provide a brief description of the program concerning its size and number of eligible employees
6. Have the licenses of your organization or any of its affiliates ever been revoked by the Commonwealth of Pennsylvania or by any other state?

7. Have any of the owners or principal officers of the organization outlined above ever been convicted of a felony, any securities laws violation, received a plea bargain settlement in lieu of conviction or been subject to any regulatory or disciplinary action? If so, please explain.
8. Has your organization, its affiliates, subsidiaries or parent company ever filed for bankruptcy law protection? Has your organization, its parent, affiliate or any subsidiary company ever been subject to any regulatory action by the federal, state or securities authorities? Are there any pending, contemplated or ongoing administrative or judicial proceedings material to your organization's business or finances including, but not limited to, any litigation, debarment, consent orders or agreements with any state or federal regulatory agency issued to your organization or to any subcontractor you propose to use for the services described in this RFP?
9. Please identify any other organizations which will be providing services in connection with your contract with the City and, for each such organization, please provide a brief description of the services to be provided, experience in providing these services, history, ownership (please note if the company is certified by the City's Minority Business Enterprise Council), location of offices, size, structure and resources dedicated to this project.
10. Do you maintain professional liability coverage?
11. If yes, indicate amounts.
12. What amounts of professional liability insurance do affiliated providers and staff members maintain?

SECTION XI – THIRD PARTY ADMINISTRATOR (TPA) SERVICE REQUIREMENTS AND RESPONSIBILITIES

The respondent (TPA) must indicate its agreement to all statements listed below. The TPA must provide a statement, which reference items I - XII of Section XI THIRD PARTY ADMINISTRATOR SERVICE REQUIREMENTS AND RESPONSIBILITIES and which reflect its agreement to all of these items.

I. Claims Management/Investigation

1. The City requires that the Third Party Administrator (TPA) provide a system to accept notice of claims that is available twenty-four hours a day, seven days a week, three hundred sixty-five days a year.
2. Investigate claims to determine cause of disability, expected medical treatment and expected length of time off duty.
3. Provide employees with sufficient information concerning their obligations and rights pursuant to appropriate legislative acts in connection with their Worker's Compensation, Regulation 32 and Heart & Lung claims.
4. The TPA must have a process to receive and record all on-the-job injury reports and electronically make all State filings when appropriate on behalf of the City.
5. The TPA must coordinate with the City to establish a process for payment of all Workers' Compensation indemnities and claims related payments.
6. Index all claimants for multiple claims and possible causation unrelated to work injury such as an auto accident.
7. Interview every injured employee regarding the cause and nature of injury within 24 hours of the injury.

8. Interview the injured employee's supervisor and witnesses to the injury, as appropriate, regarding the cause of injury within 48 hours of the injury.
9. Interview every medical provider within 48 hours of the initial visit regarding the diagnosis, treatment plan for the injury and work status of the employee.
10. When necessary, conduct a visual inspection of the scene where the injury took place.
11. Coordinate with City representatives to determine service-connected disabilities.
12. Work in coordination with the Medical Health Care Provider(s) (MHCP) to establish protocols for directing injured employees for treatment.
13. Determine benefits payable (if any) in accordance with applicable Workers' Compensation laws, Regulation 32 or Heart & Lung.
14. Perform medical investigations and occupational assessments to confirm continuing disabilities.
15. For injured employees opting for Workers' Compensation benefits, collect information regarding applicable earned income offsets and other coordination of benefits offsets.
16. Obtain signed authorization for release of private medical records to be used in the ongoing investigation to determine if continued medical care is for service connected injury.
17. Review every claim for subrogation potential and identify claims with opportunities for subrogation against liable third parties and refer to the TPA's Subrogation Unit.
18. Identify indicators of potential fraud and refer the file to the City's Risk Management Division for handling.

19. Review every claim's supersedeas potential and prepare documentation for legal presentation.

II. Medical Health Care Services

The TPA is responsible for the provision of medical care services for employees who sustain a legitimate service-connected injury and must indicate its agreement with the following statements regarding the MHCP. Under the current arrangement the City, through their TPA, has a contract with its network of hospitals, physicians and medical care providers.

1. The MHCP must provide a system to coordinate the delivery of medical services among multiple disciplines (emergency department, referral to specialists, rehabilitation and/or social services).
2. The MHCP must provide for timely intervention by qualified health care professionals including prompt initial treatment, which may include hospitalization, appropriate follow-up by qualified specialists and rehabilitation therapies.
3. The MHCP must provide the full range of medical services necessary. Certain specialist or other services, which cannot be directly provided by the TPA, may be referred to appropriate service providers. The TPA must provide the City with a list of proposed referral service providers for pre-approval by the City.
4. With initial treatment of injury, the MHCP must establish firm estimate (prognosis) of return to limited and active duty based on Occupational Medicine Standards.

5. Except in emergency situations, medical care and evaluations may only be provided with proper authorization. Any care provided without such authorization shall be at the sole financial risk of the MHCP.
6. Protocols and guidelines established by the City's Medical Director for the medical care and treatment of patients must either be followed by the MHCP, or the treating physician must justify deviation from the guidelines in writing.
7. Specialist(s) must develop a treatment plan based on the patient's first visit to them. It will be the responsibility of the TPA to insure that such treatment plans are prepared and updated as needed.
8. All independent medical evaluations are to be performed by board certified or eligible physicians in the appropriate specialty. Independent medical evaluations require the advance authorization of the designated City representative(s) or the TPA.
9. All medical care and treatment must be provided under the on site supervision of a physician who is board certified or eligible in an appropriate field. No medical students, residents or physician assistants (PA) are to provide any definitive treatment to City patients.
10. Under the terms of Regulation 32, in the case of surgical procedures, the employee will have the right to introduce a second opinion from his or her own physician at the City's cost. Any conflicts between the opinion of the treating physician and the opinion of the employee's private physician shall be resolved by obtaining a third opinion from a neutral physician.
11. Communication will be established with the employee, claims representative and treating physician initially and on an ongoing basis.

12. The TPA will be responsible for the payment of all medical care provided to active and retired City employees with service connected injuries, regardless of whether the services are rendered in or out of the network and regardless of whether what benefit the claim is filed under.
13. The MHCP must develop a method to coordinate and transfer on a daily basis all information relating to the billing and payment of medical services to the TPA.
14. The TPA must work with the City and the MHCP to develop a process for the payment of all medical services rendered out of network.
15. The TPA must maintain a centralized record keeping system, which includes a highly integrated case management system to insure appropriateness and timeliness of care to employees injured on duty.
16. It is the responsibility of the TPA to maintain and store all medical records, files and patient history on behalf of the City.
17. The MHCP will provide for quality and timely reporting to the medical file and City.
18. The MHCP must provide services at costs lower than the Pennsylvania Workers' Compensation fee schedule.
19. At the request of the TPA or the City, the MHCP must make copies of medical records/files and radiographic films and other pertinent studies available as needed.
20. The TPA must agree that the City has the right to review cases and medical records and perform audit procedures of medical care provided.
21. The MHCP will provide status reports on injured employees to the TPA within one (1) business day of treatment by primary physician and five (5) business days of treatment by specialist.

22. Meetings related to the Medical Program may, with reasonable notice, be convened at the request of the City or the TPA. At the request of the City, the MHCP must present summary medical care information and treatment plans on the patients.
23. The MHCP must provide credentials to the City for all professional staff who will be providing services if so requested by the City. The City maintains the right to disqualify individuals from providing service based on prior work history or other concerns.
24. The MHCP will provide the TPA on a monthly basis a reconciliation report of all medical billings and payments made under the program.

III. Legal Case Management

1. Make all assignment determinations and timely referrals to counsel from the list of approved law firms provided by the City and maintain a tracking system of all case assignments made on behalf of the City.
2. Utilize appropriate techniques to contain costs of legal services.
3. Assist the City's chosen law firm(s) in evaluating and determining the appropriate legal strategy.
4. Assist the City's chosen law firm(s) in settlement negotiations.
5. Require all law firms(s) to provide standardized status reporting on all assigned cases.
6. Provide an evaluation of performance and utilization monthly report to the City.

IV. File Management

1. Create and maintain complete paper and electronic documented files on each reported claim incident. Maintain appropriate claim files to support workers' compensation hearings, benefit denial appeals and subrogation claims.
2. Assure the availability of all files for review by the City and provide upon request copies of claim files.
3. Store closed files in accordance with minimum City of Philadelphia requirements.

V. Medical Case Management

1. Provide a fully integrated medical case management program with resources, including but not limited to telephonic case management and field case management.
2. Provide an integrated electronic system between medical case managers and claim adjusters to assure file documentation is complete.
3. Medical case managers working on the City's program must be, at a minimum, registered nurses (RN).
4. Provide technical assistance to the City's Risk Management Division and Personnel Department as required.
5. Work with injured employees, treating physicians, vocational rehabilitation companies and the City's Personnel Department to identify appropriate secondary employment opportunities.

VI. Program Administration

1. Work with the City to develop communications to explain changes in the administration of the work injury program to department personnel including Commissioners, Deputy Commissioners, Safety Officers and Supervisors.
2. Schedule and attend periodic meetings with City representatives to review monthly reports and discuss concerns relative to program administration.
3. Assist the City in the administration of its Worker Safety Program as it relates to work related injuries.

VII. Reporting

1. Produce loss reports on a monthly basis for review by the City. These reports are to be inclusive of accounting and statistical data sufficient in nature to analyze and monitor the overall and departmental financial posture, expenditure and loss profiles of the program.
2. Complete and submit all forms and information in the format required by the Commonwealth of Pennsylvania for the establishment, maintenance and operation of a self-insured Work Injury Program and any and all forms required by this or other agencies external to the City.
3. Develop methods to incorporate the MHCP's billing and payment information into the Risk Management Information System on a daily basis.
4. Generate appropriate reports, including analyses of costs and utilization of health care services and days off duty, causes of injury and costs incurred by each City department to support potential budgetary charge backs.

5. Report to the City quarterly the number of times the MHCP continues treatment for pre-existing conditions after the service-connected injury was resolved.
6. Produce monthly reports, sorted by primary health care provider location or by City department, including paid days limited duty, paid days no duty and medical care costs.
7. Ad hoc reporting capabilities as required by the City.

VIII. Risk Management Information System

1. Provide a Risk Management Information System (RMIS) that is accessible to the City at all times. The system should at a minimum be on-line, provide all current available information and include e-mail capabilities.
2. The RMIS should include claim adjusters notes which should be current at all times on all claim files and indicate all activity on the claim file.
3. The RMIS should at a minimum have the capability of indicating all individuals, i.e., claim adjusters, nurse case managers, attorneys, etc., handling a particular claim.
4. The RMIS should allow access to the payment system for all claims and services and allow the City to view all payments made on behalf of the City for all services.
5. The RMIS should provide current reserve information as well as reserve history on all claims.
6. The RMIS should have the capability to allow the City to run reports from the City site locations.
7. Installation, training and support services should be available on a start-up basis and throughout the life of the contract.

IX. Vocational Rehabilitation Services

1. Provide vocational rehabilitation services so that disabled employees can be offered alternative employment and work with the Secondary Employee Unit in the City's Personnel Department.
2. Provide vocational services necessary to coordinate with the defense of Workers' Compensation claims.

X. Subrogation/Supersedeas Services

1. The TPA must assume the responsibility for actively pursuing negligence issues and recoveries on behalf of the City.

XI. Program Transition

1. Guarantee the confidentiality of all injury files. Under no circumstances will information contained in those files be divulged without the prior permission from the City of Philadelphia's Risk Management Division.
2. Provide the City with any and all services deemed necessary to make the transition to a new administrator as smooth as possible.
3. Provide whatever assistance and services necessary to assure that servicing of the City's Program is continued without interruption.

XII. General

1. Operate a service office during normal business hours (8:30 a.m. to 5:00 p.m.), located within a reasonable distance of City Hall with a dedicated Program

Manager, Financial Administrator, staff adjusters, claim supervisors, nurse case managers and claim managers. In addition, emergency contact information for key claims personnel and emergency after hours claim services must be available to the City.

2. Consent to independent file audits.
3. Provide an annual Service Auditor's Report to the City.

SECTION XII – THIRD PARTY ADMINISTRATOR SERVICE QUESTIONNAIRE

Please restate and provide a response that explicitly addresses each of the following items in the same order as presented in this section. Please note that any proposal that does not satisfactorily address all matters outlined in this section will be subject to rejection from consideration by the City.

I. Claims Management

1. Please describe how you will maintain separate claims information on each work-related occurrence as reported.
2. Please detail current procedures used by your organization in establishing and monitoring claim information and reserving practices.
3. Please detail the investigative and adjudicative actions used when handling claims for severe injuries. Outline the criteria used in deciding which claims are to be treated as severe in nature.
4. Please detail criteria used by your organization in determining claims that may require external investigative attention.
5. Identify procedures your organization uses for surveillance, fraud and loss reconstruction. For example, recommend methods for performing such services including the role the TPA will play and the role of any subcontractors.
6. Describe details regarding comprehensive vocational rehabilitative services available. The proposal should include the TPA's recommended methods for performing such services, the role the TPA itself will play and the role of any subcontractors as a method to perform such services.

7. What is your current approach to designing and administering client satisfaction programs?
8. Please specify any particular advantage which you feel your company can offer to the City of Philadelphia if selected as the administrator of its Employee Disability Program.

II. Claims Processing

1. What is the address of the proposed claims office for the City?
2. Explain your claims assignment philosophy, method or approach.
3. Indicate the number of employees you intend to dedicate to the administration of the Program.
4. Indicate the role and responsibility of each person and provide resumes.
5. How many claims are processed per day and per week and what is the average caseload?
6. What is the claims adjuster turnover rate for the past 12 months?

III. Medical Health Care Services

Access

1. Provide a listing of all health care providers in the network with their location including, but not limited to:
 - Hospitals
 - Durable Medical Equipment Suppliers
 - Pharmacies
 - Labs

- Free-standing outpatient facilities
 - Specialists (physicians and other professionals)
 - Physical Therapy Facilities
2. Describe the physician organization's (i.e. panel) special competencies and abilities to provide medical care service.
 3. Describe the parking facilities and transportation options available at treating centers.
 4. Please indicate the hours of operation of all treating facilities.
 5. Describe each treating facility's compliance with American with Disabilities Act.
 6. Outline your plan for meeting the conditions of the Health Insurance Portability and Accountability Act.

IV. Quality of Health Care

1. Describe the quality of health care to be provided to injured workers and how do you measure, evaluate and continuously achieve quality medical care.
2. Describe the types of protocols and treatment guidelines that you intend to establish for the City's work injury program.
3. Describe the MHCP's credentialing and re-credentialing process.
4. What clinical qualifications and experience does the MHCP possess in Occupational Medicine.
5. Describe your plan to handle employee complaints concerning quality of treatment.
6. Describe your policy for on-site evaluation of medical practice settings for all subcontractors or other providers. Include reference to frequency.

7. Please provide key quality of care criteria used to select various providers and subcontractors. Also, please describe your Quality Assurance program for providers.
8. Describe how subcontractor's performance is profiled. Please provide sample reports and describe how this information is compiled and used to improve performance.
9. Describe the provisions of the contracts your organization will have with participating subcontractors. Describe what measures you use with subcontractors to promote quality of care and procedures for subcontractor sanction. Describe how they are incorporated in your contracts.
10. Describe how you will train participating subcontractors and other providers of services.

V. Quality of Patient Care

1. How many participating providers are available to see injured workers immediately after the injury and to schedule follow-up visits promptly?
2. What strategies does the TPA use to assure providers see injured workers promptly? How long will an injured worker wait to obtain an initial treatment, an orthopedic evaluation, physical therapy and for scheduling of appointments?
3. What strategies does the TPA use to assure MHCPs treat patients with consideration?
4. How will the TPA insure that patients are referred to appropriate specialists and for only those diagnostic procedures necessary?

5. Please indicate the turn-around time that you will require for specialist to report on patient visits to the primary physicians.
6. Describe in detail your procedures to direct injured City employees for initial treatment and ongoing treatment.
7. Describe your strategy to ensure continuity of care for injured employees.
8. What is your current approach to designing and administering patient survey programs?
9. Describe how you would establish a comprehensive quality assurance program to be conducted on an ongoing basis.

VI. Managed Care and Cost Containment

1. The City, through the TPA, must assume financial responsibility for treatment of work-related injuries including treatment provided outside of the TPA's provider network such as emergencies, existing claims at inception of the contract, Workers' Compensation, retirees, etc. Please describe how you intend to monitor out of network care and manage coordination of benefit payments.
2. Describe how the MHCP will promote involvement in disability case management.
3. Describe any therapeutic guidelines that are used for common workplace injuries. Who developed these guidelines and how are they monitored?
4. Describe the treatment protocol that you would recommend for at least five (5) common Workers' Compensation injuries.
5. Describe your approach to return-to-work management.

VII. Transitioning Program

1. Discuss in detail your experience in assuming the responsibility of delivering health care to injured workers for a client who had been providing for these services elsewhere.
2. Provide samples of any transition plan or reports that you have developed.
3. How would you determine which open cases to transfer immediately and which, if any, to leave with the current medical provider?
4. Describe how you would handle the transition of problem or serious cases?
5. What problems, if any, would you expect to have getting medical information from existing providers?
6. Describe how you would communicate the takeover or transfer of medical treatment to the injured employees.
7. Discuss how long you believe it would take to make such a transition.
8. Please indicate the number of employees you intend to dedicate to the transition team of the City's Employee Disability Program. Please designate which of these individuals will be appointed as the City's "key contact person" concerning the transition of this Program.
9. Be specific as to the number of such programs you have taken over and provide a brief description of each program.
10. Be specific as to how you would plan the transition of open and closed injury cases.
11. Describe what you would do with archived medical records?
12. Detail those services your company will provide during the set-up and transition phase prior to assuming the administration of this program.

13. Specifically detail how your organization will handle data transfer during transition. Please identify those factors that may delay data transfer and provide information on how your organization would address these obstacles.
14. Please comment on your experience in taking over a self-insured Employee Disability Program from another service provider. If you have not done so, please comment on how you would take over claims management of the City's Program.
15. Describe in detail how you plan to load information on open claims. Which closed claims, if any, would you load onto your system?
16. Describe how you would coordinate transition responsibilities with the MHCP.
17. Provide samples of any transition plans including transition reports you have developed for transition of other clients.

VIII. Cost Containment

1. Please detail standard cost control and internal loss procedures utilized by your organization during routine claims adjudication.
2. Please detail actions taken and recommendations made by your organization with regard to the control of overall work injury costs (both direct and indirect) in your administration of other accounts.
3. Please describe your company's reserving philosophy and provide details of the methods used by the adjusters when establishing initial or adjusting existing reserves.
4. Please detail hypothetical circumstances that might be involved with the type of work injury case your company would recommend to the City for structured settlement and the reasons why.

5. Please detail hypothetical circumstances that might be involved with the type of work injury case your company would recommend to the City for commutation and the reasons why.
6. Please provide any recommendations or ideas on cost containment in respect to this type of program.

IX. Reporting

1. Please describe how you will maintain loss statistics and experience information on both a Citywide basis and on a departmental basis.
2. Please describe how you will provide monthly, quarterly and year-end loss reports. Please provide samples of these reports. Indicate whether or not these reports can be modified to accommodate the special needs of the City of Philadelphia.
3. Provide management reports (other than monthly, quarterly and year-end loss reports) currently available in conjunction with the administration of similar plans and any other reports. Please provide copies.
4. Provide samples of any other reports that you will be able to produce for the City.
5. Reporting capabilities must include the ability to sort data by Program type and City department and any other subsets as required. Describe your system capabilities to provide these types of reports.
6. Accurately report the number of no duty (lost time) days, number of light duty days and various other requirements by line of coverage. Describe your system capabilities to provide these types of reports.

X. Risk Management Information System

1. Describe your current computer system (e.g. type of hardware, software, etc.) and information regarding the compatibility of your present data systems with other systems.
2. Indicate if your system is accessible via the Internet or by dial up.
3. Indicate if your system is “present time” or if it has lag time.
4. Indicate if your system will provide adjuster notes, payments, reserving schedules and e-mail access and provide samples of each.
5. Indicate if your system has package and ad hoc reporting capabilities and provide samples.
6. Indicate what training and ongoing services will be associated with your system and if there will be any costs associated with training and ongoing services.
7. The City of Philadelphia requires the ability to interface with your database in order to allow various City departments (at a minimum 10) to access and retrieve information and to generate reports on its work injury claims for in-house claims review, audit analysis and statistical purposes. Please describe your proposed set-up under such an arrangement. Please specify whether the cost to accommodate such an arrangement is included in your fee. Be specific as to what is necessary to accomplish this and as to what, if any, these costs are.

XI. Medical Case Management

1. Describe the types of case management services you will be providing.
2. Indicate how many case managers you estimate are needed to handle the City's anticipated 4500 new claims per year. Will the expected caseload vary depending on whether the care is rendered within or outside the network?
3. Indicate how the case managers will control cases that are being treated outside the network.
4. Describe what type of information, reporting mechanisms and evaluation tools will be used to assure that the TPA, MHCP, work site supervisor and employee efforts are being coordinated.
5. What are your qualifications for medical case managers you intend to dedicate to the Program? Please provide copies of the individual's resumes.
6. Describe your approach to return-to-work management.
7. Describe your level of cooperation and coordination between claims adjusters and medical case managers. Explain how communication and cooperation generates a more effective outcome for the employee and City.

XII. General Practices

1. What reporting will be provided to the City to track large or potentially large claims?
2. Does your proposal include any Stop Loss insurance? If so, describe in detail.
3. In the event of a denial of benefits by the stop loss insurer for a claim paid by your organization, will you accept financial liability for the loss of coverage?

SECTION XIII – WARRANTIES

It is anticipated the City's contract may include performance warranties, which will fall into two categories:

- I. Guarantees or minimum standards such as; the Medical Health Care Provider(s) will perform 90% of initial medical care within 2 hours of presentation for treatment of the injury, or the Third Party Administrator, at a minimum, make 90% of all three-point contacts on claims within the required time frames.
- II. Incentives for better than anticipated performance such as; results of quality care or employee satisfaction surveys.

Contractor(s) are invited to propose guarantees and/or incentives for the City's consideration. The warranties, if any, will be determined during the contract negotiations.

SECTION XIV – PROPOSED PROGRAM FEES

Respondents (TPA) are encouraged to cooperate and combine to share the risk and work together to meet the City's needs. The TPA for all of the services in this proposal should provide the City with a detailed pricing model. The TPA is not limited to one pricing model and is in fact encouraged to provide the City with alternative pricing models. At a minimum, the TPA should provide pricing for a fixed cost program and a fee for services program. The TPA should include in any pricing model presented a detailed breakdown of the pricing related to services such as the transition of the program, RMIS information systems, medical managed care, vocational services, financial or banking considerations, surveillance, fraud functions and any other ad hoc service available by the TPA and included in the pricing model.

The TPA must disclose **all** assumptions used in establishing its price.

The TPA should assume being awarded a one (1) year contract with three (3) one year renewal options exercisable at the option of the City.

The TPA must include in their pricing model specific information regarding the assumption/transfer of the City's current open claims in inventory from its present vendor(s).

The TPA should assume a transfer (run-off) inventory of approximately 4500 files at the Program inception. These run-off files are comprised of 3497 Regulation 32 cases, 296 Workers' Compensation cases and 794 Heart & Lung cases.

SECTION XV – EXHIBITS

1. City of Philadelphia Personnel Count by Department
2. Civil Service Regulation 32
3. Police Heart & Lung Agreement
4. City of Philadelphia Geographic Work Site Locations
5. Regulations and Legal Requirements
6. City of Philadelphia Executive Order 02-05 – Participation of Minority, Women and Disabled
Business Enterprises (M/W/DSBE)
7. City of Philadelphia Sample Contract
8. City of Philadelphia Contract Fee
9. City of Philadelphia Claim Summary by Fiscal Year
10. City of Philadelphia Program Expenditures
11. City of Philadelphia Incurred Losses Greater than \$50,000.00
12. City of Philadelphia Summary Loss Report by Department
13. City of Philadelphia Open Claims Loss Report by Department
14. City of Philadelphia Claims Filed by Cause Description

Exhibit 1

**CITY OF PHILADELPHIA
PERSONNEL COUNT
2005**

<u>DEPARTMENT</u>	<u>PERSONNEL</u>
ATWATER KENT MUSEUM	5
AUDITING DEPT CITY COMPTROLLER	123
BOARD OF PENSIONS AND RETIREMENT	64
BOARD OF REVISION OF TAXES	128
BOARD OF TRUSTEES/FREE LIBRARY	718
CAPITAL PROGRAMS OFFICE	74
CITY COMMISSIONERS	90
CITY COUNCIL	195
CITY PLANNING	56
CITY TREASURER	10
CIVIL SERVICE COMMISSION	2
CLERK OF QUARTER SESSIONS	110
COMMISSION ON HUMAN RELATIONS	34
DEPARTMENT OF COMMERCE	712
DEPARTMENT OF HUMAN SERVICES	1,807
DEPARTMENT OF LICENSES & INSPECTIONS	401
DEPARTMENT OF PUBLIC HEALTH	1,158
DEPARTMENT OF PUBLIC PROPERTY	168
DEPARTMENT OF RECORDS	77
DEPARTMENT OF RECREATION	510
DEPARTMENT OF REVENUE	489
DEPARTMENT OF STREETS	1,788
DISTRICT ATTORNEY'S OFFICE	534

FAIRMOUNT PARK COMMISSION	183
FIRE DEPARTMENT	2,319
FIRST JUDICIAL DISTRICT	2,498
HISTORICAL COMMISSION	4
LAW DEPARTMENT	246
MANAGING DIRECTOR	88
MAYOR'S OFFICE	45
MAYOR'S OFFICE OF COMMUNITY SVCS	192
MAYOR'S OFFICE OF INFORMATION SVCS	110
OFFICE OF DIRECTOR OF FINANCE	167
OFFICE OF DIRECTOR OF HOUSING	64
OFFICE OF EMERGENCY SHELTER & SVCS	189
OFFICE OF FLEET MANAGEMENT	379
PERSONNEL DEPARTMENT	75
POLICE DEPARTMENT	7,524
PRISONS	2,152
PROCUREMENT DEPARTMENT	61
REGISTER OF WILLS	67
SHERIFF'S OFFICE	244
WATER DEPARTMENT	1,989
TOTAL	*27,849

*Excludes Part-Time and Board Members

Exhibit 2

Civil Service Regulations

32. INJURY AND DISABILITY

32.01 - PURPOSE, SCOPE AND EFFECTIVE DATE.

32.011 - PURPOSE. The purpose of this section of this regulation is to provide benefits for and it shall apply to all employees in the civil service except, temporary, emergency, seasonal, and part-time employees, and those paid at an established hourly rate. (Refer to Section [6.151](#).)

32.012 - SCOPE. This regulation deals with:

32.0121 - temporarily disabled employees;

32.0122 - permanently and totally disabled employees;

32.0123 - permanently and partially disabled employees.

32.013 - EMPLOYEES COVERED. This regulation applies to any employees entitled on or after January 1, 1961, to compensation as disabled employees. Employees who elect to receive Worker's Compensation benefits are not entitled to benefits under this regulation except as otherwise provided in these regulations.

32.014 - RETROACTIVE PAYMENTS. This regulation does not authorize payments for any period prior to the date the provision in it conferring the particular benefit on the particular class became operative.

32.02 - DEFINITIONS.

32.021 - DATE OF DISABILITY - the date of the earliest event which caused a specific disabling condition or conditions or proximately contributed to their development. If such disabled employee continued full, normal, active duties without interruption following the disabling event, the date of disability arising therefrom shall be the date of the first interruption in full, normal, active duties caused by said disability. The date of disability shall not be further deferred or restated by reason of any subsequent resumption of full, normal, active service.

32.022 - DISABILITY - a physical or mental condition caused by injury or occupational disease, including heart and lung ailments, which is service-connected and prevents an employee from performing the regular duties of the job classification to which the employee is assigned. Disability does not include any condition which is self-inflicted or caused by another person for reasons personal to the employee and not because of this employment.

32.023 - DISABILITY SALARY - Seventy-five percent (75 %) of the base pay an employee was being paid on the date of disability for all employees who are required by the tax code to make Social Security contributions and eighty (80 %) percent of the base pay an employee was being paid on the date of disability for all employees who are not required by the tax code to make Social Security contributions. This base pay shall be adjusted in accordance with any subsequent upward or downward revision of the rates of pay for positions in the employee's class plus any earned pay step increases which the employee would have received subsequent to the disability date had the employee not been disabled, and assuming the employee had received performance ratings of Satisfactory or better. Base pay shall exclude: overtime, holiday pay, and out of class. Deductions shall

be made for Social Security and pension except for employees represented by the Fraternal Order of Police and the International Association of Firefighters who shall have only deductions made for pension. Other deductions to be made according to the relevant provisions of the tax code. Disability salary payments are made in lieu of Workers' Compensation.

32.0231 - DISABILITY SALARY FOR POLICE OFFICERS INJURED ON DUTY. Notwithstanding any other provisions of these regulations, a Police Officer who is injured on duty as (1) an immediate result of the violent conduct of a third party that was directed towards the officer or a member of the public, or (2) an immediate result of performing other heroic action in an emergency situation in the line of duty, shall receive IOD pay at 100% of the officer's pre-injury base pay, including longevity. This regulation shall not cover injuries resulting from vehicular accidents in which the injured officer is a vehicular occupant at the time of the injury. The determination for the 100% pre-injury pay benefit shall be made at the sole discretion of the Police Commissioner.

32.024 - ELIGIBILITY FOR RETIREMENT - the possession of minimum service and age requirements to qualify for pension or retirement benefits from the Municipal Pension Fund of Philadelphia, provided however, that, for the purposes of this Regulation the minimum retirement age for Fire employees retiring under the provision of the Firemen's Pension Fund Plan (Fire Division-Old, Ordinance of December 3, 1956, Bill 907) shall be deemed to be fifty (50) years of age.

32.025 - MEDICAL BOARD - a committee consisting of three physicians designated, as needed, selected by the Philadelphia County Medical Society or other professional sources apart from the City government.

32.026 - PARTIAL DISABILITY - disability which prevents an employee from performing the normal duties of the employee's position, but which does not prevent the employee from performing the duties of some other position in the civil service.

32.027 - PERMANENT DISABILITY - disability determined as not medically correctable and likely to continue for the remainder of the employee's life.

32.028 - SERVICE-CONNECTED DISABILITY - any disability arising out of or occurring in the course of employment in the civil service.

32.029 - TEMPORARY DISABILITY - disability determined not to be permanent.

32.0210 - TOTAL DISABILITY - disability which prevents an employee from performing any kind of gainful employment.

32.03 - DETERMINATION AS TO THE NATURE AND SERVICE CONNECTION OF DISABILITY.

32.031 - TOTAL OR PARTIAL AND PERMANENT OR TEMPORARY DETERMINATIONS. Determination as to whether disability is *total* or *partial* or *permanent* or *temporary* shall be made as follows:

32.0311 - The Medical Director shall initially determine the nature and extent of the disability.

32.0312 - The disabled employee or the appointing authority has the right to ask that a Medical Board review the determination of disability. This request, in writing, must be filed with the Director not later than fifteen (15) days after receipt by the employee of a written notice from the Director of such determination made by the Medical Director.

32.0313 - Any employee, at the employee's own expense, may obtain and present to the Medical Board any medical histories, reports or testimony.

32.0314 - After the Medical Board completes its examinations and reviews the evidence, it shall report its findings and conclusions to the appointing authority and to the disabled employee or the employee's physician, which findings and conclusions shall prevail subject only to appeal to the Civil Service Commission.

32.032 - SERVICE-CONNECTED DISABILITY DETERMINATIONS.

Determination of whether a disability is service-connected shall be made by the employee's appointing authority on the basis of:

32.0321 - All the facts in the service history of the case.

32.0322 - The findings of the Medical Director and or the Medical Board.

32.0323 - Such evidence as the employee, at employee's own expense, may submit of the service-connection of the disability.

32.0324 - Other relevant evidence submitted to the appointing authority.

32.0325 - There shall be no presumption that any disability is service-connected, but such determination shall be made as provided herein.

32.033 - PRIOR DETERMINATIONS. A determination made prior to this regulation concerning the nature or service-connection of an employee's disability shall be accepted as a basis for benefits under this regulation.

32.034 - REVIEW AND REDETERMINATION OF DISABILITY STATUS. Upon written request filed with the Director an employee may, not more than once in each calendar year, obtain a review and redetermination of the status of the employee's disability.

32.04 - TEMPORARILY DISABLED EMPLOYEES.

32.041 - COMPENSATION. The compensation of a temporarily disabled employee shall be:

32.0411 - Disability salary; plus

32.0412 - Seventy-five (75 %) percent for all employees who are required by the tax code to make Social Security contributions and eighty (80 %) percent for all employees who are not required by the tax code to make Social Security contributions of any increments to which the employee becomes entitled during the period of disability prior to the employee's return to as provided by law.

32.0413 - Notwithstanding any other provision of these regulations, an employee shall not be eligible for compensation under these regulations unless the employee has complied with the provisions herein.

32.0414 - COMPENSATION FOR TEMPORARILY DISABLED POLICE OFFICERS INJURED ON DUTY. Notwithstanding any other provisions of these regulations, a Police Officer who is injured on duty as (1) an immediate result of the violent conduct of a third party that was directed towards the officer or a member of the public, or (2) an immediate result of performing other heroic action in an emergency situation in the line of duty, shall receive IOD pay at 100 % of the officer's pre-injury base pay, including longevity. This regulation shall not cover injuries resulting from vehicular accidents in which the injured officer is a vehicular occupant at the time of the injury. The determination for the 100 % pre-injury pay benefit shall be made at the sole discretion of the Police Commissioner.

32.042 - WORK ASSIGNMENTS. The appointing authority or the Director may assign a temporarily disabled employee to other duties during the period of disability. Such assignment shall be consistent with the employee's physical condition and shall be approved by the Medical Director.

32.043 - MEDICAL AND PHYSICAL RE-EXAMINATIONS. A temporarily disabled employee must remain under the care of a physician authorized by the Medical Director to be entitled to benefits under this regulation. At any time, and from time to time, the appointing authority may require a temporarily disabled employee to be re-examined and a redetermination made of the employee's disability status.

32.044 - RETURN TO DUTY. Any employee determined to be able to resume the employee's duties shall do so upon instructions of the appointing authority.

32.045 - TIME RESTRICTION. An employee determined to be temporarily disabled may be continued in such status for a period not to exceed one year for each work-related injury. Upon the recommendation of the Medical Director, the period in temporary total disability status may be extended in six (6) month increments at the discretion of the appointing authority. An employee may be continued in temporary total disability status for a period not to exceed three years in the aggregate, during an employee's employment with the City.

32.046 - RELATED COVERAGE AND BENEFITS. During the period of temporary disability, the said employee shall be entitled to pay pension contributions and shall continue to receive health-medical plan and group life insurance benefits, and accrue credits for sick leave, and the employee's absence from work during such disability shall not be charged against accrued sick leave.

Should such employee continue in temporary disability status and receive the maximum three (3) year benefits for temporary total disability, the employee shall, at the termination of such maximum payment period, be separated from City employment, and, in consideration of the maximum benefits received hereunder, he shall forfeit all claims or rights to accumulated sick leave, accumulated vacation leave, and compensatory time to the employee's credit, and shall receive, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, the medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.047 - COMPLIANCE WITH TREATMENT. An employee determined to be temporarily disabled shall cooperate with and accept all reasonable and appropriate City provided medical care including diagnostic testing, physical therapy, and established corrective surgical procedures in order to continue receiving benefits under this section.

A Regulation 32 employee who is instructed, by a physician authorized by the Medical Director, to accept reasonable medical treatment, and does not do so, is being insubordinate, even if the employee disagrees with the treatment. In such a situation, however, the employee may appeal to the Civil Service Commission. Should the employee file an appeal with the Civil Service Commission within thirty (30) days of such refusal to accept the treatment, the employee's absence from work for the period between the date of filing such appeal and the date a decision thereon is entered by the Commission shall be charged against accrued sick leave, vacation leave or holiday compensatory time. In the event that accrued sick and vacation leave and compensatory time are utilized and exhausted during the period

prior to the Commission's decision, the employee shall thereafter be carried without pay. A Commission decision adverse to the employee will entitle the City to recover wages paid by the City for sick leave so used retroactive to the date of the appeal. In the event the treatment ordered is to undergo surgery against the recommendation of the employee's private physician, this regulation provides for an intermediary step wherein a doctor shall be selected from a standing panel of surgeons chosen by the City and the unions to render a determinative opinion as to the efficacy of surgery. All appeals to the Civil Service Commission from this determinative opinion shall be made in accordance with the above section.

32.048 - VERIFICATION OF INCOME. An employee determined to be temporarily disabled shall provide copies of the employee's federal tax return(s) for the year(s) in which the employee was temporarily disabled.

32.05 - PERMANENTLY AND TOTALLY DISABLED EMPLOYEES.

32.051 - COMPENSATION. Any permanently and totally disabled employee shall:

32.0511 - Be continued to be compensated at disability salary for one year except in cases wherein the appointing authority extends the period in six (6) month increments, in which case, the compensation shall not exceed in the aggregate three (3) years.

32.0512 - Also receive, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.052 - MEDICAL AND PHYSICAL RE-EXAMINATIONS. At any time, and from time to time, during the three (3) year period, an employee may be re-examined and a redetermination made of the employee's disability status.

32.053 - WAIVER OF BENEFITS AND SEPARATION FROM EMPLOYMENT.

Any totally and permanently disabled employee who is paid compensation under this section shall, as of the date the employee is determined to be permanently disabled, be considered to be separated from City employment, and shall, in consideration of benefits hereby provided, forfeit the following rights and privileges;

- a. accumulated sick leave;
- b. accumulated vacation leave;
- c. compensatory time to the employee's credit

The said disabled employee shall nevertheless continue to receive health-medical plan and group life insurance benefits provided by the Civil Service Regulations until the expiration of the allotted period of disability payments, and shall receive, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, the medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.054 - COMPLIANCE WITH TREATMENT. An employee determined to be permanently and totally disabled shall cooperate with and accept all reasonable and appropriate medical care including diagnostic testing, physical therapy, and established corrective surgical procedures in order to continue receiving benefits under this regulation.

A Regulation 32 employee who is instructed, by a physician authorized by the Medical Director, to accept reasonable medical treatment, and does not do so, is being insubordinate, even if the employee disagrees with the treatment. In such a situation, however, the employee may appeal to the Civil Service Commission. Should the employee file an appeal with the Civil Service Commission within thirty (30) days of such refusal to accept the treatment, the employee's absence from work for the period between the date of filing such appeal and the date a decision thereon is entered by the Commission shall be charged against accrued sick leave, vacation leave or holiday compensatory time. In the event that accrued sick and vacation leave and compensatory time are utilized and exhausted during the period prior to the Commission's decision, the employee shall thereafter be carried without pay. A Commission decision adverse to the employee will entitle the City to recover wages paid by the City for sick leave so used retroactive to the date of the appeal. In the event the treatment ordered is to undergo surgery against the recommendation of the employee's private physician, this regulation provides for an intermediary step wherein a doctor shall be selected from a standing panel of surgeons chosen by the City and the unions to render a determinative opinion as to the efficacy of surgery. All appeals to the Civil Service Commission from this determinative opinion shall be made in accordance with the above section.

32.055 - VERIFICATION OF INCOME. An employee determined to be permanently and totally disabled shall provide copies of his federal tax return for the year(s) in which he was permanently and totally disabled.

32.06 - PERMANENTLY AND PARTIALLY DISABLED EMPLOYEES.

32.061 - PLACEMENT PROGRAM.

32.0611 - Any permanently and partially disabled employee shall be referred to the Personnel Department for possible re-employment in a position compatible with employee's disability, skills, abilities or aptitudes. (Such position will be referred to as a secondary position.)

32.06111 - A permanently and partially disabled employee who rejects a secondary job offer shall provide reports from the employee's physician(s) outlining any work-related medical restrictions.

32.0612 - The Personnel Department shall:

32.06121 - determine the employee's qualifications;

32.06122 - determine classes of positions for which the employee would be eligible;

32.06123 - refer the employee to a department(s) for placement in which an appropriate vacancy exists for consideration;

32.06124 - certify the employee for employment on a voluntary demotion basis at the earliest possible date.

32.0613 - Any employee, who, in the opinion of the Director, refuses to cooperate in the placement program, or in a rehabilitation program, or to accept or continue in the employment offered, shall, as of the date of any such refusal, be separated from municipal employment, and the employee's rights to disability benefits under this regulation shall be limited to a period of one year from the date of disability, provided however, that the employee may appeal to the Civil Service Commission, as herein provided. Following the date of

separation from municipal employment the employee shall, in consideration of the benefits hereby provided, forfeit the following rights and privileges:

- a. accumulated sick leave;
- b. accumulated vacation leave;
- c. compensatory time to employee's credit.

The employee shall nevertheless continue to receive hospital and group life insurance benefits provided by the Civil Service Regulations until the expiration of the one year period of disability payments, and shall receive, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, the medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.0614 - COMPLIANCE WITH TREATMENT. An employee determined to be temporarily disabled shall cooperate with and accept all reasonable and appropriate City provided medical care including diagnostic testing, physical therapy, and established corrective surgical procedures in order to continue receiving benefits under this section.

A Regulation 32 employee who is instructed, by a physician authorized by the Medical Director, to accept reasonable medical treatment, and does not do so, is being insubordinate, even if the employee disagrees with the treatment. In such a situation, however, the employee may appeal to the Civil Service Commission. Should the employee file an appeal with the Civil Service Commission within thirty (30) days of such refusal to accept the treatment, the employee's absence from work for the period between the date of filing such appeal and the date a decision thereon is entered by the Commission shall be charged against accrued sick leave, vacation leave or holiday compensatory time. In the event that accrued sick and vacation leave and compensatory time are utilized and exhausted during the period prior to the Commission's decision, the employee shall thereafter be carried without pay. A Commission decision adverse to the employee will entitle the City to recover wages paid by the City for sick leave so used retroactive to the date of the appeal.

In the event the treatment ordered is to undergo surgery against the recommendation of the employee's private physician, this regulation provides for an intermediary step wherein a doctor shall be selected from a standing panel of surgeons chosen by the City and the unions to render a determinative opinion as to the efficacy of surgery. All appeals to the Civil Service Commission from this determinative opinion shall be made in accordance with the above section.

32.062 - SUPPLEMENTARY COMPENSATION.

32.0621 - A permanently and partially disabled employee employed in a secondary position shall be paid in accordance with the pay rates for such position.

32.06211 - At the time of assuming the duties of such secondary position, the employee shall receive the minimum pay step of the pay range for the class.

32.06212 - The employee shall also be entitled to pay step increases in his new position under the Pay Plan.

32.06213 - In addition, the pay for the secondary position shall be supplemented by the difference between the salary rate of the secondary position and the pre-injury salary rate, provided that as the employee receives pay step increases in the secondary position, the supplementary pay shall be decreased accordingly. If and when the pay for the secondary position equals or exceeds the pre-injury salary, the supplementary pay shall cease.

32.0622 - If the pay rate for the position held by an employee at the date of disability is reduced, the reduced sum shall thereupon become the basis for computation of supplementary pay.

32.0623 - Supplementary pay for an employee shall cease, irrespective of his pay from the secondary position, upon the employee achieving eligibility for retirement or at the expiration of one year from the date of disability, whichever is later.

32.0624 - A permanently and partially disabled employee shall, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, also receive medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.0625 - A permanently and partially disabled employee shall provide copies of the employee's tax return(s) for the year(s) in which the employee was permanently and partially disabled.

32.063 - LOSS OF SUPPLEMENTARY COMPENSATION BECAUSE OF DISCHARGE OR FORCED SEPARATION.

32.0631 - The supplementary pay of an employee, who is discharged from the secondary position for disciplinary reasons, shall cease on the date of discharge, and the employee shall be compensated at the disability salary for a period not to exceed one year after the date of disability.

32.0632 - An employee determined to be unable, because of the employee's disability, to efficiently perform the duties of the secondary position, shall be separated from that position, and the Personnel Department shall attempt to place the employee in another secondary position with supplementary compensation.

32.06321 - Pending such subsequent placement, the employee shall be entitled to the benefits conferred by Section [32.064](#) to the extent the maximum amount the employee might be entitled to receive thereunder shall not have been paid to the employee either pursuant to the provisions thereof or by way of supplementary pay under Section [32.062](#).

32.064 - INABILITY TO RE-EMPLOY A PERMANENTLY AND PARTIALLY DISABLED EMPLOYEE.

32.0641 - The Personnel Department shall make placements under the provisions of Section [32.061](#) as early as possible following determination of permanent and partial disability.

32.0642 - So long as the Personnel Department is unable to place and maintain a disabled employee in a secondary position because of the employee's physical disability or because of lack of vacancies for which the employee is eligible, the employee shall be compensated at disability salary for periods after the date of separation from the appointing authority not to exceed

six (6) months. However, the appointing authority may extend this time for additional periods not to exceed in the aggregate one (1) year from the date of the determination of permanent and partial disability. During the period the disabled employee is awaiting placement in a secondary position, the employee shall continue to receive health-medical plan and group life insurance benefits and shall be entitled to pay pension contributions. During such period of awaiting placement the employee shall not earn or accrue sick leave, vacation leave, or compensatory time, and the employee's absence from work shall not be charged against accrued sick leave. Subsequent placement will entitle the employee to carry to the secondary position any previously accumulated sick leave and vacation leave. Should such employee not be placed in a secondary position, but receive the maximum one (1) year benefit during said disability, the employee shall, at the termination of such maximum payment period, be separated from City employment, and in consideration of the maximum benefits received hereunder, shall forfeit all claims or rights to accumulated sick leave, accumulated vacation leave, and compensatory time to the employee's credit, and shall receive, so long as the disabled employee is under active treatment with a physician authorized by the Medical Director, the medical care and hospitalization required in connection with such disability as approved by the Medical Director.

32.0643 - An employee performing any gainful employment while awaiting placement must report such employment and any income derived from it shall be deducted from the payments to which the employee would be entitled under this regulation. Employees failing to report such earnings may be denied by the Director of Finance part or all of the benefits under this regulation.

32.07 - DISABILITY INCURRED SUBSEQUENT TO ELIGIBILITY FOR RETIREMENT. If an employee becomes disabled after attaining eligibility for retirement and such disability is determined to be permanent and partial, this regulation shall apply, provided however, that the employee shall not receive after one (1) year after the date of disability any supplementary compensation to augment that received from the secondary position.

32.08 - CUT-OFF DATE OF BENEFITS. No benefits under this regulation shall extend beyond the date when the employee is required, because of pension or retirement age, to be separated from City employment.

32.09 - BENEFITS OF THIS REGULATION NOT TO DUPLICATE WORKERS' COMPENSATION.

- a. If as a result of service-connected injury or illness an employee becomes entitled to Workers' Compensation benefits under the Act of June 2, 1915, P. L. 736, as amended, the benefits to which the employee is entitled under the terms of this Regulation, including supplementary pay received in secondary positions, for any particular week, shall, to the extent and in the amount of Workers' Compensation benefits payable for that week, be considered a payment of wages in lieu of compensation, provided however, that this subsection (a) shall not apply to such physical losses as are governed by subsections (b) hereof.

- b. Payments to which an employee becomes entitled under the Workers' Compensation Act by reason of any permanent loss or losses of a physical organ or part of the body, or of its use, as defined by Section 306(c) of the Workers' Compensation Act, except:
 - 1. payments provided for under subsection (25) of that section, or
 - 2. payments related to the same injury or incident of disability supporting the award of benefits under this section, shall not be considered as wages in lieu of compensation.

- c. Nothing herein contained shall affect in any manner any right of the City to be subrogated as heretofore to the rights of the employee against any third party, as provided by Section 319 of the Workers' Compensation Act or by any other rule of law.

- d. If an employee receives Worker's Compensation disability benefits for a period for which the employee used sick leave, the City is entitled for a week for week credit for the sick leave against the Worker's Compensation benefits.

32.10 - BENEFITS OF THIS REGULATION NOT TO DUPLICATE PENSION

BENEFITS. The benefits of this Regulation shall not apply to an employee while the employee is receiving any pension payments from the Municipal Pension Fund of Philadelphia.

32.11 - REGULATION 32 EMPLOYEE REFUSING TO RETURN TO WORK ON INSTRUCTIONS FROM THE MEDICAL DIRECTOR OR THE MEDICAL DIRECTOR'S

DESIGNEE. A Regulation 32 employee who is instructed by a physician authorized by the Medical Director, to return to work, either on a full-active or limited duty basis, and does not do so, is being insubordinate, even if the employee feels physically unable to return to work. In such a situation, however, the employee may appeal to the Civil Service Commission. Should the employee file an appeal with the Civil Service Commission within thirty (30) days of such refusal to return to work, any absence from work for the period between the date of filing such appeal and the date a decision thereon is entered by the Commission shall be charged against accrued sick leave, vacation leave or holiday compensatory time. In the event that accrued sick and vacation leave and compensatory time are utilized and exhausted during the period prior to the Commission's decision, the employee shall thereafter be carried without pay. A Commission decision adverse to the employee will entitle the City to recover wages paid by the City for sick leave so used retroactive to the date of the appeal.

32.12 - APPEALS.

32.121 - The following employees may appeal to the Civil Service Commission from an action of their appointing authority or the Personnel Director depriving them of more than ten (10) days' benefit under this Regulation, provided that such appeal is filed with the Commission within fifteen (15) days of receipt by the employee of written notice of the action complained of:

32.1211 - Any employee aggrieved by a finding as to the existence, nature, or service-connection of the employee's disability.

32.1212 - Any employee who contends that the employee is justified in refusing an offer of employment made to him by the Personnel Department in accordance with this Regulation.

32.1213 - Any employee denied any benefits under this Regulation for failure to report earnings as required by Section [32.0643](#).

32.122 - The hearing on such appeals may be before one Commissioner.

32.123 - The Commission will not hear on appeal any evidence not presented by the employee to the appointing authority or the Medical Board, as the case may be, prior to the determination being appealed from unless such evidence was not reasonably capable of being so presented at that time. If the Commission determines additional evidence should be received the case will be referred back to the appointing authority or the Medical Board to receive it and reconsider the determination in light of it.

32.124 - The decision of the Civil Service Commission upon the appeal shall be final.

32.13 - EFFECT OF PENSION AND OTHER BENEFITS. Any and all payments by benefits from the City which an employee is entitled to receive or accrue, including hospitalization, sick leave, vacation leave, holiday leave, compensatory time, and disability payments to which an employee may be entitled under this Regulation, shall be suspended and not made for any period during which an employee is receiving pension benefits under an established or recognized pension fund of the City.

32.14 - EMPLOYMENT IN NON-CIVIL SERVICE POSITIONS. A permanently and partially disabled Regulation 32 employee may be offered a secondary position from among the positions exempt from Civil Service, and if the employee accepts such position, the employee shall, for the purpose of Regulation 32, retain the same rights and privileges, and be subject to the same duties and responsibilities as though his secondary position were a Civil Service position.

32.141 - The employee shall retain such position as a secondary position under Regulation 32 only so long as the compensation therefor is in accordance with pay rates approved by the Director.

32.142 - Conditions of employment in the secondary positions relating to hours of work, vacation, sick leave, holidays and other fringe benefits shall be based on the Departmental policies of the department in which employed.

32.143 - Vacation, sick leave and holiday compensatory time accrued to the employee at the time of acceptance of the secondary position, shall be considered to remain to the employee's credit; there shall be added thereto from time to time, such additional amounts as the employee may earn in the secondary position; there shall be subtracted therefrom such amounts as may have been used in the secondary position and upon the employee's leaving the secondary position, for any reason whatsoever, any balance remaining to the employee's credit shall be treated as though the employee were leaving from a Civil Service position.

32.15 - SCHOOL CROSSING GUARDS. A School Crossing Guard who suffers a service-incurred injury or disability shall be subject to the provisions, restrictions and benefits of Regulation 32 except that (a) the Placement Program as set forth in Section [32.061](#) and Supplementary Compensation as set forth in Section [32.062](#) shall not apply and (b) that benefits relating to continuance of salary status during injury or disability shall be limited to a period not to exceed in the aggregate of one year after the date of

disability irrespective of whether such injury is determined to be of a temporary, permanent and partial or total nature.

32.16 - ACCUMULATED SICK LEAVE. Notwithstanding any provision in this Regulation 32 providing for the forfeiture of accumulated sick leave, an employee shall not be deprived of any benefits to which the employee may be entitled under the terms of Section 21.14 of the Regulations. (Refer to Sections [32.046](#), [32.053](#), [32.0613](#) and [32.0642](#).)

32.17 - SERVICE-CONNECTED DISABILITY TO RELATE TO JOB

CLASSIFICATION IN WHICH INJURY OCCURRED. A non-uniformed employee who works in more than one job classification and also incurs a service-connected disability, causing the employee to be disabled and or entitled to the benefits of Regulation 32, shall during the period of disability, receive Regulation 32 benefits and compensation based on the job classification and tasks during which the injury occurred.

32.2 - REGULATION 32.2 IS HEREBY REPEALED (see REGULATION 32).

Regulation 32.2 is hereby repealed (see Regulation 32).

End of Regulation 32.

Exhibit 3

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into between the City of Philadelphia ("the City") and the Fraternal Order of Police, Lodge No. 5 ("the FOP").

WHEREAS, the FOP is the exclusive bargaining unit for the Fraternal Order of Police, Lodge No. 5;

WHEREAS, on or about June 7, 2002, the FOP and several of its individual members (collectively "the FOP") filed an action in mandamus in the Court of Common Pleas of Philadelphia County against the City and several City officials (collectively "the City") alleging that the City was not complying with the requirements of the Heart and Lung Act, 53 P.S. § 637, which provides benefits for police officers who are temporarily injured in the line of duty;

WHEREAS, the parties, through their respective legal counsel, entered into negotiations for a settlement of all alleged claims that the FOP may have against the City of Philadelphia involving the Heart and Lung Act and now desire to settle amicably any and all such claims to put to rest all controversy and to avoid the expense, inconvenience, distraction, uncertainties and delay of litigation and to enter into this Settlement Agreement, and release of claims.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of the mutual promises and obligations expressed and other good and valuable consideration, the receipt of which is acknowledged, the FOP and the City agree as follows:

1. **No Admission of Liability.** The parties agree and acknowledge that this Settlement Agreement does not constitute or imply any admission of liability by the City.

2. The City will continue to comply with its obligations under the Heart and Lung Act by paying benefits in the amount of 100% of salary (as it is currently being paid) to eligible officers who suffer work-related injuries.

3. The City will pay Heart and Lung benefits (100% of salary, as it is currently being paid) retroactively for the period from July 1, 1998 to June 30, 2000, to eligible officers who suffered work-related injuries in full satisfaction of its Heart and Lung Act obligation to those officers.

4. The FOP acknowledges that the City already has made such a retroactive payment for the period from July 1, 2000 to December 6, 2002, to eligible officers in full satisfaction of its Heart and Lung Act obligations to those officers.

5. The City acknowledges that the three-year lifetime cap on Injured on Duty ("IOD") payments under Regulation 32 is inapplicable to injuries covered by the Heart and Lung Act.

6. The City will provide officers with a hearing prior to terminating Heart and Lung benefits.

7. The parties will establish a specially-constituted Board of Arbitration (the "Board") to hear all Heart and Lung disputes on an expedited basis. With respect to the Board, the parties agree as follows:

a. The Board will be comprised of Arbitrator Thomas McConnell and Arbitrator Ralph Colflesh ("the Arbitrators").

b. Each hearing will be convened before a panel consisting of an Arbitrator, and one member appointed by the FOP and the City respectively (the "Arbitration Panel").

c. The City and the FOP will split the cost of the Arbitrator's services. Each party will bear any costs associated with its own representative on the Panel. Each party will bear its own counsel fees.

d. The parties will agree separately on the governing standards for this Board. If after bargaining in good faith the parties reach impasse on these standards, the Arbitrators named in this paragraph 7(a) will resolve any disputed issues.

8. With respect to medical treatment for officers with injuries covered by the Heart and Lung Act, the parties agree as follows:

a. Officers will continue to be treated by the City's network of workers' compensation medical providers for all work-related injuries. The City's providers are fully listed in the City's listing of City workers' compensation medical treatment providers.

b. The City will add to its medical treatment panel additional doctors and hospitals suggested by the FOP, provided these doctors and hospitals meet the City's medical certification requirements and execute the City's workers' compensation medical provider contract.

c. The City and the FOP agree to establish a joint committee to meet regularly to discuss and attempt to resolve any concerns about the provision of medical care to injured officers.

9. The FOP further acknowledges that this Settlement Agreement resolves the pending litigation between the parties over the Heart and Lung Act, as well as any other claims the FOP now has or could have brought, either on its own behalf or on behalf of any officer against the City, arising under the Heart and Lung Act or concerning implementation of the Heart and Lung Act.

10. The FOP's release of claims against the City includes, but is not limited to, any claims for costs and attorneys' fees.

11. The FOP, on behalf of itself and its subsidiaries, agrees that it will not seek out, pursue or provide financial support for claims by any current or former officers involving alleged Heart and Lung Act violations by the City allegedly committed prior to the date of this Settlement Agreement in consideration for the City's execution of this agreement.

12. The parties acknowledge that this Settlement Agreement does not preclude either the City or the FOP from modifying any provision of this Agreement in future collective bargaining negotiations and Act 111 interest arbitration proceedings.

13. **Counterparts.** The parties agree that this Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Settlement Agreement.

14. **No Filing of Agreement.** This Settlement Agreement shall not be filed with the Court.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereby execute this Settlement Agreement.

THE FRATERNAL ORDER OF POLICE, LODGE NO. 5

By: Robert V. Collier

Dated: 10-28-03

THE CITY OF PHILADELPHIA

By: E. Rau

Dated: 10/28/03

**MEMORANDUM OF UNDERSTANDING
PROVIDING FOR
PROCEEDINGS BEFORE
THE CITY OF PHILADELPHIA
HEART AND LUNG ACT
LABOR ARBITRATION PANEL**

**An Agreement Reached Through Collective Bargaining
Between the City of Philadelphia and the
Fraternal Order of Police, Lodge No. 5**

**ARTICLE I
GENERAL PROVISIONS**

Section 1. Scope.

This Agreement applies to all proceedings before Arbitrators selected by the parties to hear claims filed pursuant to the "Heart and Lung Act," 53 P.S. § 637. This Agreement may only be amended by mutual written consent of the parties or by arbitration pursuant to Act No. 111.

Section 2. Definitions.

(a) The following words and terms, when used in this Agreement shall have the following meanings, unless the context clearly indicates otherwise.

Act - The Heart and Lung Act (53 P.S. § 637).

Arbitrator - An Arbitrator who is a member of the Arbitration Panel and who has been selected to preside over and rule on any matters relating to a claim.

City Administrator - The office or entity designated by the City as the office responsible for administering claims filed under the Act.

City - the City of Philadelphia.

Claim - An initial claim, a petition, filed by either party relating to eligibility for benefits, modification of benefits, suspension of benefits, reinstatement of benefits, termination of benefits, review of benefits, or any matter relating to medical examinations or medical treatment, reasonableness or relatedness of medical treatment, discovery of evidence or the meaning or application of the Act to a member of the FOP.

Claimant - A represented employee who files a petition for or otherwise receives benefits under the Act.

Day - For purposes of computing time under this Agreement, a day shall mean a calendar day, except that when the time provided is less than thirty (30) days, the term day shall exclude Saturdays, Sundays and official City holidays.

Department - The Police of the City of Philadelphia.

Party - Includes the FOP or the City.

Section 3. Initial Claims for Benefits Under the Heart and Lung Act.

- (a) An initial claim for Heart and Lung Act benefits shall be filed with the City Administrator within one hundred twenty (120) days of the date in which the claimant knew or should have known of the work-related injury.
- (b) The initial claim must be submitted on the attached claim form.
- (c) The claimant shall provide the City Administrator with a list of all medical providers who have provided treatment for the claimed injury and shall execute a medical release authorizing the release of the medical providers' records to the City.
- (d) The City shall have the right to have all claimants examined by a physician of the City's choosing. Refusal of a claimant to attend a City requested examination shall be grounds for denial of a claimant's Heart and Lung Claim.
- (e) The City Administrator will make a written determination approving or denying any claim within twenty-one (21) days of receipt of the initial claim or it will be deemed denied automatically. Conditional denials will be issued when the City is not provided with medical authorization/medical records and the claimant does not attend a scheduled medical examination within twenty-one (21) days. The City will reexamine its conditional denial once all relevant medical records have been obtained and a City medical examination has been completed.
- (f) The initial claim shall provide the City with sufficient information to make a determination approving or denying the claim. A claimant's failure to provide such information, after being notified by the City of the need for additional information, shall stay the City's obligation to respond to the claim until such information is received. Failure to submit the claim form, provide the City with all relevant medical records and/or submit to a City medical examination shall result in a denial of a Heart and Lung Claim.

(g) In the event the City Administrator denies a claim, a "Notice of Denial" will be served on the claimant. Such Notice will advise the claimant of his or her right to file a claim petition, a general statement of the reason or reasons for denying the claim and the time period for filing a petition.

Section 4. Termination Suspension or Modification of Benefits.

(a) In the event that the City should file a Petition to Terminate, Modify or Suspend Benefits under the Heart and Lung Act pursuant to the terms of this Agreement, it shall serve both the claimant and the FOP.

**ARTICLE II
ARBITRATION PANEL**

Section 1. Rules for Selecting Arbitrators and the Arbitration Panel.

(a) Claims filed for benefits provided under the Heart and Lung Act shall be heard and decided only by an Arbitration Panel established pursuant to this Agreement and assigned cases in the manner described below.

(b) The Arbitration Panel shall be comprised of a neutral Arbitrator, selected in accordance with paragraph (c) of this Section, one (1) representative designated by the FOP and one (1) representative designated by the City.

(c) Selection of the Neutral Arbitrator.

(1) Thomas McConnell and Ralph Colflesh shall serve as the neutral Arbitrators. Mr. McConnell and Mr. Colflesh shall rotate as the neutral arbitrator by equally splitting, as much as possible, the arbitration hearings.

(2) In the event either of those Arbitrators should be unable to serve, the parties shall meet and attempt to agree upon a replacement neutral arbitrator. If agreement on a

replacement arbitrator cannot be reached within thirty days, the parties shall submit a request to the American Arbitration Association for a list of four arbitrators. The list must be provided to both parties within ten days. The parties, with the City striking first, will take turns striking arbitrators from the list. The parties shall each have five days to exercise their strike options.

Section 2. Authority of the Arbitration Panel.

(a) The Arbitration Panel shall have the authority to decide and resolve all issues arising between and among the parties hereto and the employees represented by the FOP regarding any claim made under this Agreement.

(b) The Arbitration Panel should be guided by judicial opinions interpreting the Heart and Lung Act.

(c) The Arbitration Panel is not bound by, but should also be guided by, prior decisions of the Arbitration Panel.

(d) The Arbitration Panel shall have the authority to grant, deny, or modify a claim. The Panel shall have the additional authority to terminate, suspend or modify Heart and Lung benefits, rule on the reasonableness and necessity of medical treatment, compel the production of documents, compel the submission to medical examinations, or to order any other action deemed necessary to expedite a fair and final resolution of any claim or petition.

Section 3. Assignment of Cases to the Arbitration Panel

(a) Unless otherwise agreed by the parties, the Arbitrator shall be assigned cases in rotation. Cases shall be assigned in chronological order based on the alleged date of claimant's injury.

(b) If an Arbitrator cannot hear and resolve the case within the time provided herein, that Arbitrator shall drop back in selection and shall be assigned the next available case.

Section 4. Arbitration Fees.

(a) The fees and expenses charged by an Arbitrator shall be split equally between the City and the FOP.

(b) Each party shall bear any costs associated with its own representative on the Arbitration Panel and its own attorney's fees.

(c) The Legal Fund established by the collective bargaining agreement and Act 111 awards between the City and the FOP may not be used to bear any costs under this Agreement, including attorney's fees for any unsuccessful proceeding. Any issue regarding whether the FOP prevailed shall be resolved by the arbitrator.

(d) Any claimant who files a Heart and Lung Claim and is represented by counsel shall be entirely responsible for his or her legal fees and costs.

**ARTICLE III
PRE-HEARING PROCEDURES**

Section 1. Depositions.

(a) Any party may, but is not required to, take the oral deposition of any medical expert or treating physician at any time subsequent to the initiation of proceedings hereunder in order to establish any disputed issue regarding any pending claim. The party taking the deposition shall solely be responsible for the costs/fees of the deposition.

(b) Unless the Arbitration Panel decides otherwise, such evidence also may be established through the introduction of written reports.

(c) Any party desiring to take an oral deposition shall provide notice prior to the date scheduled for the taking of the deposition to the witness, all counsel of record and the claimant, if the claimant is not represented by counsel of record.

(d) Any party, claimant or witness may object to the oral deposition in writing prior to the scheduled date of the deposition. The serving of the objection shall stay the deposition until such time as it is ordered by an Arbitrator to be held. Any party, claimant or witness may request a ruling on the objection by filing a written request with the Arbitrator assigned to hear the claim, with a copy to all parties, the claimant and the witness. The request for ruling shall be accompanied by a copy of the notice of oral deposition, any subpoena and the written objection required by this paragraph. The Arbitrator will, after giving the claimant, witness and parties due notice and opportunity to be heard, rule on the objection within five (5) working days after the opportunity to be heard. The Arbitrator is not required to hold a hearing on the objection, but instead may require that all responses be submitted in writing.

(e) Transcripts of oral depositions will be presumed admissible unless the opposing party objects prior to the hearing.

Section 2. Documents.

(a) Any party who intends to offer the following documents in evidence must give the other party notice of such intent accompanied by a copy of the document.

(1) Bills, records and reports of medical providers, including but not limited to, records of hospital, doctors, dentists, registered nurses, licensed practical nurses and physical therapists or other licensed health care providers.

(2) Bills for drugs, medical appliances and prescriptions. and

(3) A report of rate or earnings and time lost from work or lost compensation.

(b) These documents are presumed admissible without the need for additional testimony unless an objection to the document's admissibility is made prior to the hearing as described under Section 1 above. The Arbitrator shall rule on any objection as describe in Section 1 above.

(c) The claimant or any other party may subpoena the person whose testimony is waived by this rule to appear at the hearing and any adverse party may cross-examine him as to the document as if he were a witness for the party offering the document.

Section 3. Authorizations

The claimant must submit to the City any signed authorizations necessary for the City to obtain medical reports, medical records, medical bills, employment records or any other records, documents or information that may be relevant to the claim. Such documentation shall be used solely and exclusively for the purpose of complying with this Memorandum of Understanding and shall not be utilized for any other purpose.

Section 4. Subpoenas.

(a) A party in interest in any proceeding under this Agreement may request that the Arbitrator assigned to hear the claims issue a subpoena to compel the attendance of a witness or require the production of any books, documents, records, or items relevant to the proceeding at a scheduled hearing or deposition.

(b) The Arbitrator may, upon the filing of written objections by any person served with a subpoena or any party in interest, and upon due notice to all parties in interest and an opportunity to be heard, quash or limit the scope of any subpoena issued or served.

Section 5. Physical Examination of Claimant By City-Designated Doctor.

The City shall have the right to cause the physical examination of a claimant by a health care provider of the City's choice. Said examination shall only be conducted upon reasonable notice to the claimant. The City shall be responsible for all expenses arising from such examination. Immediately upon receipt of same, the City shall provide the claimant and the FOP with a true and correct copy of any report or other document issued by such health care provider.

**ARTICLE IV
ARBITRATION HEARING PROCEDURES**

Section 1. Arbitration Hearing.

- (a) It is the intent of both parties to provide a hearing within ninety (90) days of the filing of any petition and that all evidence be presented at such hearing.
- (b) All witnesses shall testify under oath administered by the Arbitrator.
- (c) The rules of evidence shall be applied to the same extent and in the same manner as in a labor arbitration.
- (d) It is the intent and desire of the parties that the Arbitration Panel hear and resolve as many claims as possible in a single proceeding. On any hearing day, claims shall be heard by the Arbitration Panel order of the chronological date on which they were initiated.
- (e) The F.O.P. shall have the exclusive jurisdiction to initiate proceedings, on behalf of union members, under this agreement.

Section 2. Briefs.

(a) The Arbitration Panel may require or the parties may submit proposed findings of fact, conclusions of law and legal briefs or memoranda to the Arbitration Panel for their review and consideration.

(b) All submissions referred to in paragraph (a) must be made within the time set by the Arbitration Panel but, except in extraordinary cases, not later than twenty (20) days following the completion of the evidentiary portion of the case.

Section 3. Decisions of the Arbitration Panel.

(a) Following the conclusion of the case, the Arbitration Panel shall issue a written decision within thirty (30) days of the close of the record. If requested, the Arbitration Panel shall issue a supporting opinion which may contain brief findings of fact, conclusions of law, and an appropriate order based upon such record as may be proper under the circumstances. Such opinion shall be issued within thirty (30) days of the close of the record.

(b) The decision of the Arbitration Panel shall be final and binding on all concerned and shall have full legal force and effect of, and shall in all respects be entitled to receive the finality accorded to, an arbitration award issued pursuant to and under the parties' Collective Bargaining Agreement.

Section 4. Legal Fees

All parties shall be responsible for payment of their own legal fees and costs. The Arbitration Panel shall have no authority to award legal fees or costs to any party as a result of a proceeding under the Heart and Lung Act or this memorandum.

**ARTICLE V
APPLICABILITY OF AGREEMENT**

Section 1. This Memorandum shall be without prejudice to the rights that either party, or any member of the FOP, might otherwise possess under law.

CITY OF PHILADELPHIA

by:

E. Rauties

Date 10/28/03

**THE FRATERNAL ORDER OF POLICE,
LODGE NO. 5**

by:

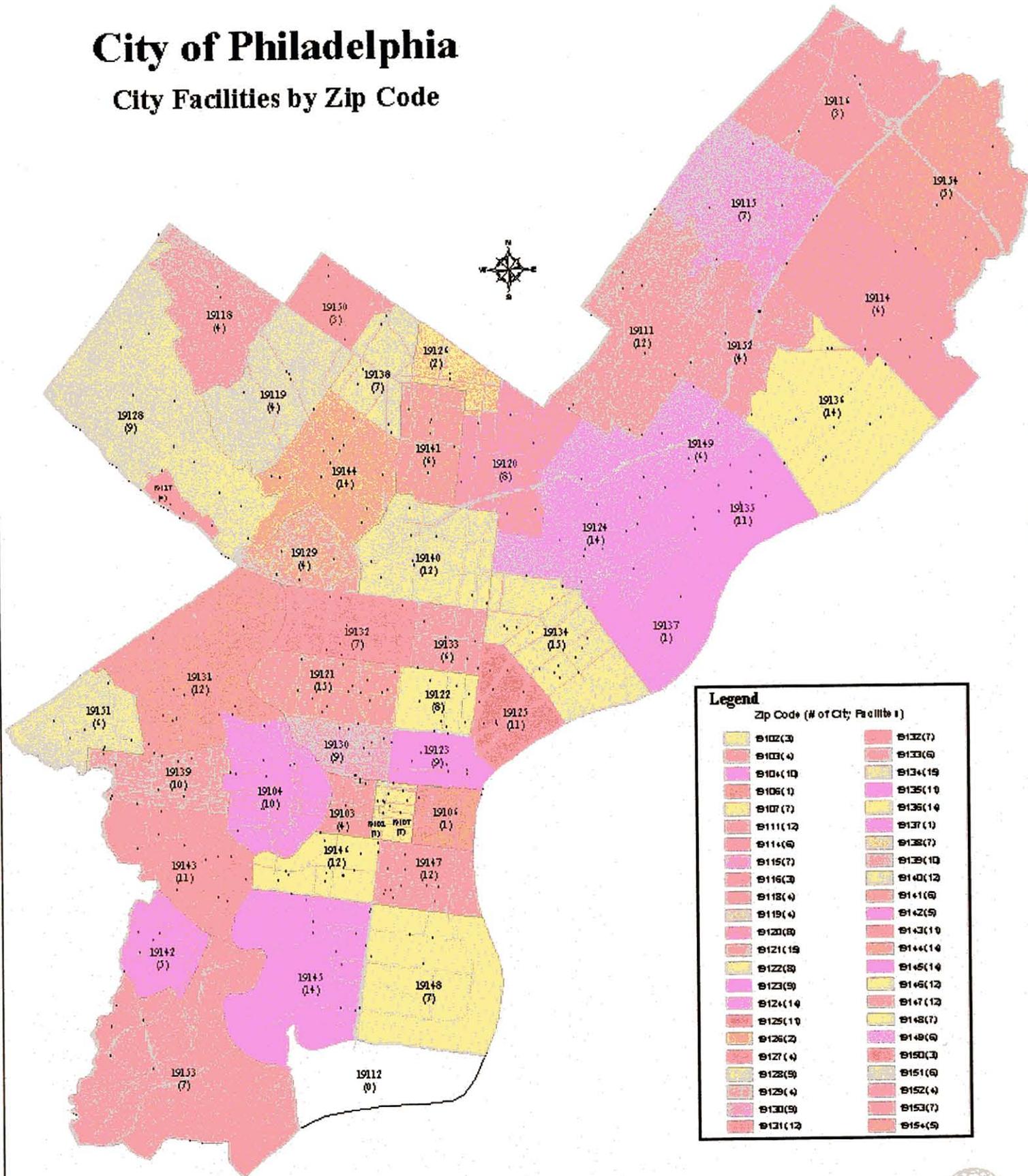
Robert V. Elders

Date: 10-28-03

Exhibit 4

City of Philadelphia

City Facilities by Zip Code



Scale

Date: March 25, 2002

Map Source: City of Philadelphia's GeoSpatial Data and Mapping Center

Data Source: Risk Management Division and GIS Central Warehouse



Exhibit 5

REGULATIONS AND LEGAL REQUIREMENTS

1. The selected Contractor will be required to assume financial and legal responsibility for all services offered in its proposal whether or not it furnishes them with its own work force or thru subcontractor(s).
2. With submission of a proposal, the Contractor, on behalf of itself, its subcontractors, and any other person claiming by, under, or through them, or any of them, remises, releases and forever discharges the City of Philadelphia, its officials (elected and appointed), officers, employees, and agents from any and all claims arising out of (i) the use of any information contained in this RFP and/or (ii) participation in this RFP process. In the event of any such claim(s), Contractor shall indemnify, defend, and hold harmless the City, its officials (elected and appointed), officers, employees, and agents from and against any and all losses, costs, damages, and expenses (including litigation costs and counsel fees) incurred by the City and/or its officials (elected and appointed), officers, agents, employees and consultants.
3. All material submitted becomes the property of the City and may be returned only at the City's option. Proposals submitted to the City may be reviewed and evaluated by any person other than competing Contractors at the discretion of the City. The City has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right. Any information that is incorporated into a

contract for services is available for review by any interested party. It is further understood that the Contractor will have independently evaluated the information in this RFP and the City makes no guarantee of data accuracy.

4. All costs of developing proposals, making presentations and any subsequent expenses relating to contract negotiation are entirely the responsibility of the Contractor and may not be charged to the City.
5. The Contractor shall not, in connection with this RFP or any related agreement with the City, directly or indirectly, offer, agree or promise to give to anyone any gratuity for benefit of or at the direction or request of any employee, agent or consultant of the City.
6. The Contractor agrees that in no case shall services be offered except by persons and contractors authorized and duly licensed by the Commonwealth of Pennsylvania and applicable federal regulatory agencies.
7. The Contractor agrees that all direct or indirect costs for services proposed are disclosed in this proposal.
8. The Contractor agrees that an officer who is authorized to commit the organization to its responses to this RFP signs this proposal.

9. The Contractor agrees to provide to the City, no later than ninety (90) days prior to the expiration of any contract period, renewal information including costs, benefit levels, etc.

10. The Contractor agrees to abide by and enforce the following standards:
 - a) All names and information concerning participants or eligible employees will be used only for Program purposes. The use of names for prospecting or any other purpose other than Program purposes will not be permitted.
 - b) The Contractor will remain fully responsible for the results of any subcontractor(s) services.
 - c) The Contractor will be required to conduct all business with the special care required in fiduciary situations.

11. The Contractor warrants that the proposal will be binding for a minimum of 180 calendar days from the proposal due date listed at Section II - Timeline.

12. Neither the Contractor nor its subcontractors or agents shall solicit or otherwise induce an employee with respect to any matters whatsoever relating to the Program nor use information obtained under the Program to directly solicit participants with respect to any other product of said organization nor use any information obtained for any other purpose without the express written approval of the City.

13. The City must approve the use of any written or visual communication materials or changes to materials being use in advance.

14. All information (including electronic data and e-mails) concerning the Program and participants is the sole property of the City and that information will remain confidential and will not be used or transmitted to others for any purposes whatsoever, except as required to conduct Program operations or as required by law.

15. All services provided are subject to audit by the City's Finance Department, Risk Management Division and the City Controller's Office and the City auditors or its independent contracted auditor will have access to all pertinent financial records and information concerning the Program and the Contractor will fully cooperate with them on a timely basis whenever requested.

16. The Contractor will allow the City to have access to all information including electronic data held by the Contractor(s), which pertains to the Program.

17. All records and materials, including database records, developed for the City under the Program by your organization will remain the property of the City and will be furnished to the City or its designated appointee as soon as reasonably possible upon request. Database records must be furnished in a standard machine-readable format as designated by the City.

18. The Contractor(s) agrees that any performance bond that may be required will incorporate the City's Standard Performance Bond Terms and Conditions in substantially the form as they appear in the appendix to this RFP.

19. Please provide information concerning any performance bonds or other safeguards that you are willing to provide to the City concerning your performance.

Exhibit 6



City of Philadelphia
Minority Business Enterprise Council (MBEC)
Mayor's Executive Order 02-05
INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE
PARTICIPATION OF MINORITY, WOMEN AND DISABLED
BUSINESS ENTERPRISES (M W DSBE)

This Request for Proposal (RFP) is subject to the Mayor's Executive Order 02-05. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

Respondent must submit a "Solicitation for Participation and Commitment Form (S C Form) identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M W DSBE participation in the contract; in the event that Respondent has not achieved the ranges, Respondent must respond to and submit, in addition to the S C Form, a brief narrative explaining its reasons for not submitting a proposal within the projected range(s) (more fully discussed herein).

The S C Form (and, in the event Respondent has not achieved the ranges, the brief narrative), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of a S C Form and a narrative, if required, is an element of responsiveness to this RFP and the failure to submit a S C Form and narrative may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

Under the authority of the Mayor's Executive Order 02-05, the MBEC has established the following MBE, WBE and DSBE participation range(s) for this Request for Proposal:

MBE Meaningful and Substantial

WBE Meaningful and Substantial

DSBE Encourages

These participation ranges serve exclusively as a guide in determining Respondent responsibility. These ranges represent the percentage of MBE, WBE and DSBEs participation that should be attained from business opportunities available in this RFP absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract.

A. Solicitation for Participation and Commitment.

1. Respondent must submit an S C Form responsive to each of the range(s) established for this Request For Proposal. If Respondent does not make commitments within each of the established ranges, Respondent must request a reduction of participation by providing a brief narrative statement for not achieving the participation range(s) on its firm's letterhead and signed by its Chief Executive Officer (CEO) or their designee.

(a) S C Form. Respondent must demonstrate that its firm did not discriminate in the subcontracting of work for the contract. To do so, Respondent must complete the S C Form. The S C Form shall contain:

- The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and Ds-BE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or DSBE(s) but receives no quotations, these MBE(s), WBE(s) or DSBE(s) must also be identified on the S C Form if you do not achieve the ranges for participation.

WBE and or DSBE partner, Respondent must complete and submit with the proposal, in addition to the S C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.

- A detailed description of the services supply effort that was solicited and a quotation received for each MBE, WBE or DSBEs. This description shall include the services or the supply effort solicited quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.
- Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10 %) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBEs), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and or DSBEs.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and or DSBEs.

Upon completion of the S C Form(s), Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business. If the total percentage commitment is less than that established for this RFP, Respondent must request a reduction of participation by providing a brief narrative of Respondent's reasons for not achieving the participation range(s).

Request for Reduction of Participation.

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must request a reduction of participation by submitting a brief narrative, on its company's letterhead, documenting Respondent's reasons for not making commitments commensurate with the participation ranges. The narrative shall contain and discuss, at a minimum, the following:

(a) If no MBE WBE DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

(b) Indicate whether any non-MBE WBE DSBEs were solicited for the type of services to be contracted for, whether quotes were received and whether any commitments resulted therefrom;

(c) Provide reasons for not committing with a MBE WBE DSBEs that have submitted a quote, regardless of whether the quote was solicited by Respondent.

(d) Provide any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the MBEC that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's affirmative actions, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

2. The Respondent's narrative will be reviewed to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The approval disapproval review will include consideration of the following:

(a) Whether the Respondent's actions were motivated by considerations of race or gender or disability. For example, the MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts;

(b) Whether MBE WBE DSBES were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE WBE DSBES are given the same information, access to the

RFP and amount of time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE WBE DSBES were accorded the same level of outreach as non-MBE WBE DSBES, for example whether Respondent short listed MBE WBE DSBES for participation in the contractor negotiated subcontract opportunities;

(c) Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE WBE DSBES.

C. Proposal Evaluation

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and DSBES participation, we will rebuttably presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether discrimination has occurred. After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation concurs that discrimination has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination) may result in the suspension of the Respondent from submitting future Proposal and or participating in any future City contracts for a period of up to three (3) years.

GENERAL PROVISIONS

1. Any M W DSBES that is listed on the S C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) to the RFP or in the case of a Joint Venture Agreement, prior to the contract award.

2. No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M W DSBES subcontractor shall be considered to meet the participation range(s) if the M W DSBES subcontractor does not perform a commercially acceptable function (CAF). A M W Ds-BE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M W Ds-BE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other

relevant factors in determining whether the M W DSBE is performing a CAF. If it is determined during the review of the S C Form that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of a M W DSBEs as a subcontractor on the S C Form, constitutes a representation by Respondent, that such M W DSBEs is capable of completing the subcontract with its own workforce, and that the Respondent has made a BINDING COMMITMENT with the firm prior to the submission of the S C Form. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar percentage amount(s) set forth on the S C Form, unless the City alters the scope of services prior to the commencement of the contract. M W DSBEs percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met in order to receive credit toward the participation range:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC;
- The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
- The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).
- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC for approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by a M W DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15 - 25 , the MBE participation must equal 14.5 or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S C Form, the percentage will govern.

6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and DSBEs or WBE and DSBE), will only be credited in one category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBEs) Business Enterprise; Respondents will designate on the S C Form which category, MBE, WBE or DSBEs, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M W Ds-BE submitting a proposal as a prime Respondent, Respondent must still respond to the participation range(s) specified in this RFP unless Respondent requests and receives a reduction in participation; a certified M W DSBE submitting a proposal as the prime Respondent will receive credit toward the ranges for its own work on this RFP, and must seek to fulfill the other applicable ranges. The participation of an MBE, WBE or DSBEs who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the S C Form or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and or listed dollar percentage amounts, shall be permitted.

- (a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
- (b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure
- (c) compliance with the change order amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

12. The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M W DSBES, invoices, telephone logs and correspondence with the M W DSBES, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M W DSBES participation commitments.

13. It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M W DSBES participation, the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- (a) Withhold payment(s) or any part thereof until corrective action is taken.
- (b) Terminate the contract, in whole or in part.
- (c) Suspend the successful Respondent from proposing on and or participating in any future City contracts for a period of up to three (3) years.
- (d) Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the shortfall toward the applicable M W DSBES commitment.

(NOTE: The total dollar amount of the contract shall include approved change orders and amendments.)

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Should you have any questions related to the Contract Provisions, please call
Ms. Candace Hitchcock, Deputy Director at (215) 686-3875 or fax (215) 686- 3878.

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (PROPOSAL) <i>Minority (MBE), Women (WBE), and Disabled Disadvantaged (DSBE) Business Enterprises</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)					
RFP TITLE - Employee Disability		Name of Proposer		Proposal Submission Date					
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.									
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE		Work to be Performed		Date Solicited		Commitment Made			
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								Give Reason(s) If No Commitment	
Contact Person				Quote Received		Amount Committed To			
Telephone Number				Fax #		YES	NO	Dollar Amount	
MBEC CERTIFICATION #								\$	
						Percent of Total Proposal %			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE		Work to be Performed		Date Solicited		Commitment Made			
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								Give Reason(s) If No Commitment	
Contact Person				Quote Received		Amount Committed To			
Telephone Number				Fax #		YES	NO	Dollar Amount	
MBEC CERTIFICATION #								\$	
						Percent of Total Proposal %			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE		Work to be Performed		Date Solicited		Commitment Made			
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								Give Reason(s) If No Commitment	
Contact Person				Quote Received		Amount Committed To			
Telephone Number				Fax #		YES	NO	Dollar Amount	
MBEC CERTIFICATION #								\$	
						Percent of Total Proposal %			
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE		Work to be Performed		Date Solicited		Commitment Made			
Company Name				By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								Give Reason(s) If No Commitment	
Contact Person				Quote Received		Amount Committed To			
Telephone Number				Fax #		YES	NO	Dollar Amount	
MBEC CERTIFICATION #								\$	
						Percent of Total Proposal %			

¹ M-DBE/W-DBE/DS-DBES listed above must be certified by the MBEC prior to proposal submission.
² Failure to give reason may result in rejection of your proposal. Use additional pages if necessary.

EXECUTIVE ORDER 05
RELATING TO THE PARTICIPATION OF
MINORITY, WOMEN AND DISABLED BUSINESSES
IN CITY CONTRACTS

BACKGROUND

WHEREAS, the City of Philadelphia is a racially and ethnically diverse city of 1.5 million people, approximately 55% of whom are non-white; and

WHEREAS, a recent study of minority and women owned business utilization conducted by the City through DJ. Miller & Associates, Inc. (the "Disparity Study") found that less than two percent of Philadelphia's contract dollars across all categories of City contracting are spent with businesses owned and controlled by minorities or women despite the availability of capable minority and women owned businesses in the Greater Philadelphia region; and

WHEREAS, since 1990, the City has, under Mayoral Executive Orders 6-90, 1-93 and 1-03, enacted race-neutral programs intended to overcome discrimination against minority, women and disabled owned businesses desiring to do business with the City through the implementation of various methodologies for issuing and evaluating bids, solicitations and proposals and awarding contracts; and

WHEREAS, it is the policy of the City of Philadelphia to provide an equal opportunity for any business to compete for City contracts and to assure that any contracts using public funds, sourced, administered or authorized by the City, including contracts requiring City Council approval, are not used to promote, reinforce or perpetuate discrimination; and

WHEREAS, the approximately 800 minority, woman and disabled owned businesses certified by the Minority Business Enterprise Council (the "MBEC") are well prepared to compete for and to participate in City contracts on an equitable basis with other businesses; and

WHEREAS, the Constitution of the Commonwealth of Pennsylvania prohibits discrimination on the basis of race, color or gender; and

WHEREAS, the Governor's Executive Order 2004-6, 34 Pa.B. 2685, directs all Commonwealth agencies to achieve an increase in the dollar value and percentage participation by minority and women owned businesses in contracts awarded by the State; and

WHEREAS, Section 8-200(2)(d) of The Philadelphia Home Rule Charter requires that City contracts contain provisions prohibiting contractors from discriminating against or permitting discrimination against any person because of race, color, religion or national origin; and

WHEREAS, in response to the findings of the Disparity Study and our belief that the City must do better, it is the intent of the City of Philadelphia to create an even playing field which will increase the number of prime contracts awarded by the City to minority, women and disabled owned businesses, as well as increase the overall dollar value and percentage participation by those businesses as subcontractors or joint venture partners on all contracts awarded by the City; and

WHEREAS, the City intends that all City employees engaged in the award of City contracts comprehend the City's policy and mission set forth herein and acknowledge that their job performance will be measured in part by whether they make diligent efforts towards achieving the goals and objectives of this policy.

NOW, THEREFORE, I, John F. Street, Mayor of Philadelphia, by the powers vested in me in accordance with Sections 1-102 and 4-100 of the Philadelphia Home Rule Charter, do hereby ORDER that:

SECTION 1. Purpose and Statement of Policy and Mission

The Background as set forth in the preamble to this Executive Order is incorporated herein by reference. Philadelphia is in the midst of an economic renaissance. The City, often by taking the lead, and sometimes through public/private partnerships, is working to attract and retain businesses in Philadelphia. The City believes that all businesses, including those owned and controlled by minorities, women and disabled persons, must be given the opportunity to fully participate in the City's economy and their participation is critical to the City's future economic growth. Unfortunately, as the Disparity Study documents and other evidence demonstrates, Philadelphia is still suffering from the historical effects of segregation in education and business. To address the impact of historical and present-day inequities in City contracting, the City is guided by the United States Supreme Court's pronouncement in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) and its most recent decision in Grutter v. Bollinger et al., 539 U.S. 306 (2003). The City acknowledges that the consideration of race as a remedy for past discrimination is subject to the constitutional test of "strict scrutiny." This test is not "strict in theory, but fatal in fact" as Justice Sandra Day O'Connor wrote in Adarand Constructors, Inc. v. Peña, 515 U.S. 200 (1995) stating that "the unhappy persistence of both the practice and the lingering effects of racial discrimination against minority groups in this country is an unfortunate reality, and government is not disqualified from acting in response to it." The law continues to allow for the implementation of remedies narrowly tailored to redress discrimination. Consistent with the law, the City is committed to a policy of diversity that does not seek to disadvantage or favor one race or ethnicity or gender over another. The City broadly defines "diversity" as encompassing not only race, ethnicity, gender and disability but also elements of socio-economic status, educational attainment and cultural insight and beliefs. The City believes that the benefits of achieving diversity in City contracting go far beyond statistical measurements of business participation of minority, women and disabled owned businesses and are best realized through the City's procurement of high quality and cost-effective goods and services under a broad array of contracts.

In furtherance of this policy and mission, the City of Philadelphia is committed to ensuring that all businesses desiring to do business with the City have an equal opportunity to compete. This Executive Order is designed to take the additional steps warranted and necessary to overcome the utilization disparities found in the City's contracting efforts with minority, women and disabled owned businesses. The City intends to create an environment of inclusion in Philadelphia and to meaningfully increase opportunities for the participation by minority, women and disabled owned businesses in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. The City will continue to enforce the prohibition against discrimination in City Contracts by taking any additional steps necessary to prevent majority owned business enterprises that participate in the City's contracting process from employing any business practices which would have an exclusionary impact on or discriminate against any other business because of its owners' race, color, religion, national origin, gender or disability. The City will monitor the activities and performance of majority owned business enterprises to ensure compliance with the goals and objectives of the City and where a violation of this Executive Order is found, the City will take swift and appropriate action in accordance with Section 7.

SECTION 2. Definitions

A. Benchmark. A Department's annual goal of projected purchasing/contracting with Minority ("MBE"), Woman ("WBE") or Disabled ("DSBE") owned business enterprises (collectively "M/W/DSBEs"), as approved by the MBEC, and expressed as a percentage of the overall contracting/purchasing by that Department in a given year.

B. Bid. A quotation, proposal or offer by a Bidder to provide labor, materials, equipment, supplies or services to the City for a price.

C. Bidder. Any person or business that submits a Bid.

D. Certification. The process by which the MBEC, or its designee, certifies businesses as eligible to participate on City contracts as M/W/DSBEs.

E. City Contract. A contract funded in whole or in part by the City or administered by the City, whether competitively bid or negotiated, within the following categories:

- Service, Supply and Equipment
- Public Works Construction
- Personal and Professional Services
- Concessions
- Miscellaneous and Small Order Purchases

E. City Related Special Project. A project, including without limitation any project of a Quasi-Public Agency, that requires approval, personnel, financial assistance or services from the City and/or the approval of City Council.

G. Commercially Acceptable Function. An M/W/DSBE performs a Commercially Acceptable Function when it (1) performs a distinct element of a City Contract (as required by the work to be performed in accordance with the bid specifications in a City Contract or on a City Related Special Project) which is worthy of the dollar amount of the M/W/DSBE's contract; and (2) the M/W/DSBE carries out its responsibilities by actually performing, managing, and supervising the work involved.

H. Compliance Plan. A written plan produced by a Department and approved by the MBEC that details how a Department will achieve the goals and objectives of this Executive Order, including its Benchmark in a given year.

I. Control. The power to make day-to-day operational decisions and policy decisions on matters of management, operations and finances.

J. Department. Any City of Philadelphia department, agency, board or commission, including the offices of the Mayor and each Cabinet member.

K. Disabled Business Enterprise or DSBE. A for-profit business certified by the MBEC that is:

- A sole proprietorship owned and controlled by a disabled person; or
- A partnership controlled by one or more disabled persons in which at least 51% of the beneficial ownership interests are held by one or more disabled persons; or
- A corporation or other entity controlled by one or more disabled persons in which at least 51% of the beneficial ownership interests in such corporation or entity are owned by one or more disabled persons.

O. Disabled Person. A person who has a physical or mental impairment that substantially limits one or more of his or her major life activities, such as caring for oneself, performing manual tasks, i.e., walking, seeing, hearing, speaking, breathing, learning and working.

P. Disadvantaged Business Enterprise or DBE. A for-profit small business, which is owned and controlled by socially and economically disadvantaged individuals as defined in Title 49 of the Code of Federal Regulations Part 26.

Q. Discrimination. Any action or pattern of disparate treatment because of race, color, gender, national origin, ancestry, disability or sexual preference in the solicitation and/or selection of City Contract participants, in the award of a City Contract or in the performance or administration of a City Contract.

R. Eligible Joint Venture. A joint venture in which one or more of the partners is a certified M/W/DSBE that is responsible for a Commercially Acceptable Function in the performance of a City Contract and that shares in the management, risks and profits of the joint venture commensurate with that partner's ownership and capital contribution to the joint venture.

For an Eligible Joint Venture to be certified as an M/W/DSBE, 51% of the beneficial ownership interests must be owned by one or more M/W/DSBEs, which must also control the joint venture.

P. Equitable Participation. A level of participation on a City Contract where M/W/DSBEs are not underutilized based upon the Benchmarks approved by the MBEC and upon the availability of M/W/DSBEs within the Greater Philadelphia region to participate on such City Contracts.

Q. Exclusion. Practices or policies, intentional or otherwise, which have the effect of barring or underutilizing ready, willing and able M/W/DSBEs on City Contracts.

R. Good Faith Effort. A Bidder's efforts, as evaluated by the MBEC, that are designed and taken to achieve the M/W/DSBE participation ranges set for a specific City Contract.

S. Goal Setting. The employment of various methodologies by the MBEC and Departments, including the establishment of contract-by-contract participation ranges, which shall aspire to increase the participation of M/W/DSBEs as prime contractors, joint venture partners and subcontractors on City Contracts. These methodologies may also include the implementation of race neutral and narrowly tailored race conscious methodologies based upon an analysis of factors such as historical contracting data, the Department Benchmark, the size and scope of the City Contract and the availability of certified M/W/DSBEs to perform the work of the City Contract.

T. Inclusion. The result of Goal Setting that yields equitable participation by M/W/DSBEs on City Contracts and City Related Special Projects.

U. Joint Venture. An association of two or more for-profit businesses carrying out a single purpose by creating a separate and distinct for-profit business venture in which they combine their resources, capital, efforts, skills and knowledge.

V. Majority Owned Business. Any for-profit business that is not beneficially owned and controlled by a minority, woman or disabled person.

W. Minority Business Enterprise Council (MBEC). A central services unit in the Office of the Director of Finance with the authority and responsibility to oversee the implementation and enforcement of this Executive Order.

X. Minority Business Enterprise or MBE. A for-profit business certified by the MBEC, that is:

- A sole proprietorship owned and controlled by a Minority Person; or
 - A partnership controlled by one or more Minority Persons in which at least 51% of the beneficial ownership interests are owned by one or more Minority Persons;
- or

- A corporation or other entity controlled by one or more Minority Persons in which at least 51% of the beneficial ownership interests in such corporation or entity are owned by one or more Minority Persons.
- Y. **Minority Person.** A person who is:
- African American or Black, having origins in any of the Black racial groups of Africa:
 - Hispanic American, including persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race:
 - Asian American, including persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; or
 - Native American, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

Z. Quasi-Public Agency. Any authority or quasi-public corporation which either:

- receives an appropriation from the City; or
- has entered into a continuing contractual or cooperative relationship with the City; or
- operates under legal authority granted to it by City ordinance, including, but not limited to, PHA, PIDC, RDA, Penn's Landing Corporation, the Hospitals and Higher Education Authority and PFMC (for PGW).

AA. Responsible Bid. A Bid, which in addition to satisfying all of the requirements under any applicable pre-bid or post-bid qualification procedure, including, but not limited to Section 17-101 of the Philadelphia Code, rebuttably demonstrates that the Bidder has not engaged in discriminatory or exclusionary conduct in the solicitation of contract participants as part of a Bid and that the Bidder will not engage in discrimination or exclusionary conduct in the performance of a City Contract if awarded.

BB. Responsive Bid. A Responsible Bid that, in addition to all other requirements of the bid specifications, request for proposals, or similar document, contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on a City Contract, if awarded, where the Bid satisfies the M/W/DSBE participation ranges for that City Contract. When a Bidder is unable to achieve the participation ranges set for a specific City Contract, a Responsive Bid consists of the submission of a Responsible Bid that contains the required documentary evidence along with a written request for the reduction of all or part of the M/W/DSBE participation requirements ("Request For Reduction/Waiver"), which is granted

based on a determination by the MBEC that the bidder exercised Good Faith Efforts to comply with the M/WIDSBE participation requirements.

CC. **Woman Business Enterprise or WBE.** A for-profit business certified by the MBEC that is:

- A sole proprietorship owned and controlled by a woman; or
- A partnership controlled by one or more women in which at least 51% of the beneficial ownership interests are held by one or more women; or
- A corporation or other entity controlled by one or more women in which at least 51% of the beneficial interests in such corporation or entity are owned by one or more women.

SECTION 3. The Minority Business Enterprise Council and Advisory Board

A. Reauthorization

The MBEC is hereby reauthorized. The MBEC shall be a central services unit in the Office of the Director of Finance, and the Executive Director of the MBEC shall report to the Director of Finance. The MBEC shall establish a program structured to fulfill the purposes set forth in Section 1. which program must be approved by the Director of Finance, and the MBEC shall be responsible to carry out the duties and responsibilities given to it under this Executive Order.

B. Minority Business Enterprise Council Advisory Board

1. The Mayor shall appoint a Minority Business Enterprise Council Advisory Board ("MBEC Advisory Board") to provide input and recommendations in support of the goals and objectives of this Executive Order. The Mayor shall appoint the Chair of the MBEC Advisory Board and all members, which must number at least fifteen (15). At least one member of the MBEC Advisory Board shall be appointed from each of the following constituencies:

- Certified MIW/DSBEs
- Building Trades
- Majority Owned Businesses
- Nonprofit Organizations
- Construction Contractors
- Architects and Engineers

2. The MBEC Advisory Board shall meet monthly and shall among other issues which may properly be brought before the Council consider:

- a. Recommending strategies to increase the employment of minorities, women and the disabled in the building trades.

- b. Recommending strategies to increase the employment of minorities, women and the disabled on publicly funded construction projects.
- c. Recommending strategies to increase the award of prime City Contracts to M/W/DSBEs.

C. Certification

1. The MBEC shall establish standards and procedures for certifying M/W/DSBEs, and the MBEC, or its designee, shall have the authority to certify M/W/DSBEs in accordance with those standards and procedures. The certification procedure adopted pursuant to this Executive Order must inspire public confidence that the certified businesses are in fact bona fide M/W/DSBEs. Any designee of the MBEC authorized to carry out the certification procedure authorized herein must be approved by the Director of Finance. The MBEC, with the approval of the Director of Finance may allow reciprocity for businesses certified by other reputable certifying agencies, provided that it gives routine public notice of which agencies and/or governmental certifications will be recognized.

2. Certification Appeal Process. Any business denied certification under this Section 3 C. 1. or removed from eligibility as a M/W/DSBE by the MBEC, may file a written appeal with the MBEC in accordance with MBEC procedures. The decision of the MBEC may be appealed, in writing, to the Director of Finance whose decision shall be final.

The MBEC shall maintain a directory of certified M/W/DSBEs. The MBEC directory shall list all M/W/DSBEs certified to do business with the City along with the commodity code classifications within which they are qualified to provide equipment, supplies, materials or services. The MBEC directory shall be updated on at least a quarterly basis.

4. The MBEC, as a member of the Pennsylvania Unified Certification Program, shall certify DBEs pursuant to 49 CFR Parts 23 and 26. Only firms certified as DBEs by the Pennsylvania Unified Certification Program may be counted towards DBE participation ranges on any federally assisted contracts requiring DBE participation. All DBEs will be listed in the Pennsylvania Unified Certification Program Directory. All denials of DBE certification or removal of DBE eligibility may be appealed, solely, through the Pennsylvania Unified Certification Program.

D. Compliance Plans and Race and Gender Neutral Strategies

1. The MBEC shall have the authority to direct the submission of Compliance Plan(s) by any Department and shall approve the Compliance Plans and Benchmarks proposed pursuant to Section 5(A)(1). No Compliance Plan or Benchmark shall become effective without the approval of the MBEC.
2. The MBEC shall have the authority to approve the MIWIDSBE participation ranges set for each City Contract pursuant to Section 5(A)(2) and no M/W/DSBE participation range proposed for a City Contract shall become effective without the approval of the MBEC. All M/W/DSBE participation ranges set pursuant to Section 5(A)(2) and approved pursuant to this Section 3(D)(2) shall be targeted to offer the maximum opportunity for M/W/DSBE participation on City Contracts.

The MBEC and Departments, with the approval of the Director of Finance, shall consider any and all appropriate race and gender-neutral strategies that allow the City to identify additional opportunities for M/W/DSBE participation that may have heretofore been overlooked or to relax contract requirements, which unduly restrict participation by M/W/DSBEs. Those strategies may include, subject to legal requirements, the relaxation of bonding, insurance, extensive experience and capitalization requirements. They may also include adjusting a proposed solicitation, where feasible, into smaller component parts, conducting aggressive outreach efforts to facilitate matchmaking between M/W/DSBEs and Majority Owned Businesses, providing access to the Procurement Department and purchasing officers throughout the City in a manner that does not discriminate against Majority Owned Businesses, and ensuring that M/W/DSBEs are receiving timely notification of bidding opportunities.

E. Award of City Contracts

1. The MBEC shall be invited by every Department to all pre-bid meetings.
2. The MBEC shall participate on all City Contract selection committees evaluating bids.
3. The MBEC shall review all Bids to determine whether they are Responsive to this Order before the award of a City Contract.
4. The MBEC shall determine whether a Department is awarding City Contracts consistent with and in pursuit of the Benchmark established in its Compliance Plan.

F. Investigations

The MBEC may perform investigations to ensure that Bidders are complying with the goals and objectives of this Executive Order. Such investigations may include site visits to a Bidder's office, other place of business and/or job site to ascertain whether a Bidder has discriminated against and/or excluded M/W/DSBEs in the submission of a Bid during the process to award a City Contract or during the performance of a City Contract.

G. Data Collection and Reports

1. The MBEC shall maintain records that set forth the dollar value and percentage participation of M/W/DSBEs on City Contracts for each Department on an annual basis. The MBEC shall assist Departments in maintaining Department records showing DBE participation on federally assisted City Contracts. The MBEC also shall keep records that show the aggregate dollar value and percentage participation of M/W/DSBEs on all City Contracts awarded on an annual basis.
2. The MBEC shall provide reports to the Mayor and City Council on January 31st and July 31st annually, setting forth the dollar value and percentage participation by M/W/DSBEs on City Contracts. The report to the Mayor and City Council shall set forth, as a measure of accountability, the performance of each Department as measured against its Benchmark during the immediately preceding period. The report shall also list the City Related Special Projects that included M/W/DSBE participation ranges and the federally assisted public projects in Philadelphia that had DBE participation ranges and the level of participation achieved on each project. The MBEC shall deliver its first report on July 31, 2005.
3. The City has held discussions with the leadership of the Building Trade Unions to discuss ways to increase membership for minorities and women in the unions and their apprenticeship programs. The unions have begun to discuss among themselves how to increase the participation of minorities and women as members. To emphasize the importance of this issue, the MBEC is hereby authorized to monitor the number of minority and female members in each of the Building Trade Unions and the number of minority and women annually admitted into each Building Trade apprenticeship program. Given the belief of the City that the leadership of the Building Trade unions and the leaders of its member unions support the need to improve diversity within the Building Trades, we look forward to their cooperation and collaboration in this effort to gather and maintain accurate information.

4. The City also desires to see an increase in the number of minorities and women working on public works projects funded pursuant to a City Contract. The MBEC shall devise methodologies for collecting workforce composition statistics, which will identify the number of minorities and women employed to work on those projects. The MBEC shall work with the Director of Finance and City Solicitor to develop strategies and contract language that will improve the City's ability to achieve this objective. The MBEC also shall devise methods for tracking the number of minorities and women working on City projects funded with federal and/or Commonwealth financial assistance.

H. Nonprofit Organizations

The City annually spends a substantial percentage of its contract dollars with nonprofit organizations and expects these organizations to share the City's commitment to diversity. Although City Contracts with nonprofit organizations are not subject to the City's M/W/DSBE participation ranges, all City Contracts with nonprofit organizations shall include provisions requiring that the nonprofit: (i) provide to the City annually, a written diversity program identifying the race, gender and ethnic composition of its board of directors, its employment profile, a list of all vendors that the nonprofit does business with in its M/W/DSBE procurement program and a statement of the geographic area(s) where its services are most concentrated and (ii) demonstrate, to the City's satisfaction, that the nonprofit's organization makes appropriate efforts to maintain a diverse workforce and board of directors and operates a fair and effective M/W/DSBE procurement program. The MBEC working with those Departments who contract with nonprofit organizations and with the approval of the Director of Finance, may adopt and publish a set of policies and procedures for the evaluation of nonprofit organizations that contract with the City.

1. Training and Outreach

1. The MBEC shall provide training programs for those City employees involved in the implementation of this Executive Order. Training programs shall be designed to provide the knowledge and develop the skills required by City employees to increase M/W/DSBE percentage participation in City Contracts and to improve the diversity of nonprofit organizations. Training programs shall be scheduled regularly and all City employees involved in the procurement and contracting processes of the City, including those who award nonprofit contracts, must attend at least one such program annually.
2. The City desires to increase the number and value of prime contracts awarded annually to M./W/DSBEs. The current number of prime contracts awarded by the City to M/W/DSBEs is unacceptable given the number of certified M/W/DSBEs in the Greater Philadelphia region. The MBEC shall conduct seminars for M/W/DSBEs to improve their understanding of the

City's procurement processes and their opportunities to compete successfully for prime contracts with the City. The MBEC shall work with the Procurement Department and other contracting officers within the City to ensure that there are no artificial business reasons or unreasonable resistance to awarding prime contracts to M/W/DSBEs. The MBEC shall deliver a quarterly report to the Mayor setting forth the number of prime contracts awarded to certified M/W/DSBEs by the City.

SECTION 4. The *Greater Philadelphia* Economic Opportunity Task Force

A. Diversity within the Greater Philadelphia Region

If we are to achieve an equitable distribution of contract opportunities and economic equity for M/W/DSBEs within the Greater Philadelphia region, improve their chances to grow as thriving businesses, and create an environment in which our corporate board rooms and executive suites better reflect the diversity of the Greater Philadelphia region, then we must achieve greater diversity in the private sector throughout the Greater Philadelphia region. The City desires to work with area Chambers of Commerce and business, civic, political, labor and religious leaders throughout the region both to create a greater commitment to diversity and to implement programs that produce results. In order for businesses within the region to attract the best and the brightest among young professionals from colleges and universities within our region as well as from around the country and the world, young professionals must believe that opportunities here equal or exceed other centers of commerce. Greater diversity on corporate boards and within the executive suites of our leading employers and corporate citizens along with increased contract opportunities for M/W/DSBEs within the private sector will strengthen our overall regional economy and improve our appeal to young professionals.

B. Task Force

1. To provide advice and counsel to the City on the issue of expanded diversity within the private sector, the Greater Philadelphia Economic Opportunity Task Force ("Task Force") is hereby established. The Task Force shall be chaired by the Director of Finance and shall consist of at twenty-five (25) members who shall be appointed by the Mayor. The Task Force shall consist of at least one representative from each of the following constituencies:

- AFL-CIO
- Business community
- City Council
- Colleges and Universities
- County Commissioners
- Financial or Accounting Institutions
- Health Care Community
- Hospitality Industry

- Law Firms
 - Management Consulting Firms
 - Nonprofit Organizations
 - State Economic Development Agencies
2. The Task Force shall advise the Mayor and shall make recommendations concerning:
- Increasing M./W/DSBE procurement opportunities with private sector businesses throughout the Greater Philadelphia Region.
 - Expanding opportunities for minorities and women to be appointed to seats on the boards of directors of private sector businesses throughout the Greater Philadelphia region.
 - Expanding opportunities for minorities and women to become senior level executives with private sector businesses throughout the Greater Philadelphia region.

SECTION S. Departments and Quasi-Public Agencies

A. Departments

1. Departments on or before May 1st of each fiscal year shall deliver a written Compliance Plan to the MBEC that includes their Benchmarks for the next fiscal year and their overall strategy for providing maximum opportunities for the participation of M/W/DSBEs in a Department's purchasing/contracting. In creating its Compliance Plan and in determining its Benchmarks and proposed participation ranges pursuant to subsection (2) below, each Department shall take into consideration the types of contracts that it intends to award, the number of M/W/DSBEs within the Greater Philadelphia region available to participate in those contracts, historic evidence of discrimination against minorities, women or disabled persons in the industries pertinent to the Department's contracts, including the extent of the City's passive participation in such discrimination, and any other appropriate factors. At the approval of the MBEC, certain classes of purchasing/contracting by a Department may be exempted from inclusion in the Compliance Plan.
2. Each Department shall propose M/W/DSBE participation ranges for each City Contract to be awarded by the Department, and shall submit such proposed ranges for approval by the MBEC. Departments shall seek to provide maximum opportunities for M/W/DSBE participation on each City Contract and in so doing may rely upon or incorporate any appropriate race or gender-neutral strategy including those described in Section 3 D. hereof. In addition, for each City Contract, the Department shall collect information from all Bidders concerning the Bidders'

commitment to the mission of diversity as enunciated under this Order. The MBEC may adopt and publish policies for the collection and review of this information which may include the submission by Bidder of a detailed statement of the number of minorities and women employed by Bidder and a list of M/WYDSBEs with which Bidder has contracted on private sector projects.

Departments shall invite MBEC staff to all pre-bid and pre-proposal meetings and all selection committee meetings, which the MBEC may attend at its discretion.

4. Departments shall work with the MBEC to conduct seminars, training programs and outreach activities for M/WIDSBEs both to improve M/W/DSBE opportunities to participate on City Contracts and to encourage qualified minority, women and disabled owned businesses to become certified with the City.
5. Each Department shall meet quarterly with the MBEC to monitor its progress toward achieving the Department's annual Benchmark.
6. Each Department shall cooperate with the MBEC with respect to requests for information from the Department relative to enforcing compliance with this Executive Order, including the furnishing of records and documents_

B. Quasi-Public Agencies

All Mayoral appointees to the board of any Quasi-Public Agency shall take all available steps to direct those agencies to establish an M/W/DSBE Economic Opportunity Plan, which incorporates the goals and objectives, contained in this Executive Order. The Director of Finance shall communicate this directive to all such appointees.

1. The MBEC may enter into cooperative agreements with Quasi-Public Agencies to help them establish M/W/DSBE programs and to provide support to Quasi-Public A^gencies during the implementation of their programs.

Any Quasi-Public A^gency that awards a contract for a City Related Special Project shall cooperate with the MBEC to establish the maximum participation ranges and to ensure that the M/WIDSBE participation ranges established for the project are met to the maximum extent feasible.

All of the terms and conditions of this Order that apply to City Contracts, as appropriate, shall apply equally to all contracts for City Related Special Projects.

SECTION 6. Bidders

A. Bidders shall be required to submit Bids which are responsible and responsive to the written bidding instructions issued by the City, which instructions may include requirements for the participation of M/W/DSBEs or DBEs. Bidding instructions related to this Order will require Bidders to document their solicitation of and commitment with M/W/DSBEs, and the failure to do so may result in the rejection of a submittal based on the MBEC's determination that the submittal is non-responsive. As part of their submission, Bidders shall identify only those M/W/DSBEs that perform a Commercially Acceptable Function. If a Bid contains participation by M/W/DSBEs at least equal to the M/W/DSBE participation ranges established by the MBEC and the Department, it will be rebuttably presumed that the Bid is responsive with respect to the requirements of this Order, and that the Bidder has not improperly discriminated against or excluded M/W¹DSBEs. When a Bid does not satisfy the M/W/DSBE participation ranges set by the MBEC and the Department, and a Bidder submits a Request For Reduction/Waiver of those participation ranges, the MBEC will evaluate whether the Bidder has made Good Faith Efforts to include M/W/DSBEs in its Bid.

B. If a Bidder does not satisfy the M/W/DSBE participation ranges on a Bid and fails to submit a Request For Reduction/Waiver for all or part of the M/W/DSBE participation ranges, or submits a Request For Reduction/Waiver but the MBEC determines that Bidder has not made a Good Faith Effort or fails to cooperate with the MBEC in its review of a Bid, the MBEC will determine that the Bid is nonresponsive and the Bid shall be rejected by the contracting Department.

C. Bidder Appeal Process. A Bidder whose Bid is deemed nonresponsive by the MBEC may file a written appeal with the MBEC in accordance with MBEC procedures. The decision of the MBEC may be appealed, in writing, to the Director of Finance or his/her designee whose decision shall be final.

D. If the MBEC determines that the Bidder has discriminated against a M/W/DSBE or intentionally excluded them from a Bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the Bidder including the debarment of the Bidder from submitting on and/or participating in future City Contracts for a period of up to three (3) years.

SECTION 7. Monitoring and Enforcement

A. The MBEC shall devise and implement strategies to monitor contracting activities and shall make findings and recommendations to the Director of Finance as are necessary and appropriate to enforce this Executive Order. These actions may include:

1. Monitoring contract performance by conducting on-site inspections and post-contract award compliance reviews to ensure that discrimination and/or exclusion does not occur in the course of the performance of any City Contract. The MBEC may also meet with M/W/DSBES working on City Contracts;
2. Monitoring prime contractors' payments to M/W/DSBES through electronic or other means;
3. Issuing guidelines and promulgating regulations, through the Office of the Director of Finance, in interpretation of this Executive Order;
4. Recommending to the City Solicitor contractual provisions to be included in all City Contracts in Furtherance of the goals and objectives of this Order;

Reporting findings of discrimination and/or exclusion to the Mayor, the Director of Finance, the City Solicitor, and other appropriate legal authorities;

6. Recommending withholding of payments or termination of a contract if the MBEC determines that a Bidder has failed to comply with contractual provisions requiring M/W/DSBE participation. The MBEC may recommend that the City exercise its legal remedies, including, if appropriate, debarment of the Bidder in accordance with the City's Policy and Procedure for the Debarment and Suspension of Vendors and Bidders; and
7. Recommending to the Director of Finance suspension of a Department's contracting authority when a Department consistently fails to achieve its Benchmark.

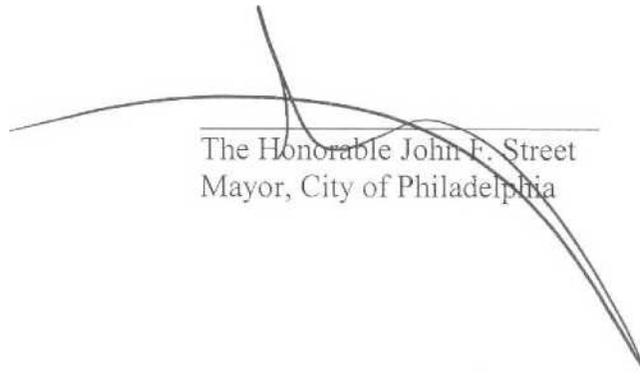
B. The Director of Finance, at his/her discretion, shall act upon the findings and recommendations of the MBEC. In the event the Director of Finance determines that any person has failed to comply with contractual requirements pursuant to this Executive Order, the Finance Director may, in addition to any sanctions provided under the City Contract or recommended by the MBEC, terminate the City Contract and/or pursue any remedies, that are available at law or in equity.

C. Any disputes that arise under this Executive Order between the MBEC and any Department or Quasi-Public Agency, shall be referred to the Director of Finance for resolution. The Director of Finance after consultation with the City Solicitor shall resolve such disputes.

SECTION S. Severability and Effective Date

The provisions of this Executive Order are severable, and if any provision or application is held illegal, such illegality shall not affect the remaining provisions. This Executive Order shall take effect immediately and shall apply to all City Contracts and City Related Projects for which Bids are solicited on or after the effective date of this Executive Order. One year after its effective date, the MBEC shall submit to the Mayor a report delineating the levels of M/W/DSBE participation achieved on all City Contracts for the 365-day period along with an evaluation of the necessity *for* further remedial action. Absent reauthorization, this Order shall expire 18 months after its effective date.

Date: March 4, 2005



The Honorable John F. Street
Mayor, City of Philadelphia

Exhibit 7

Contract Number _____

City of Philadelphia
_____ Department

PROVIDER AGREEMENT

(General Consultant Services)

THIS PROVIDER AGREEMENT is made as of the ____ day of _____
2001, by and between the City of Philadelphia (the "City"), by and through the
_____ Department (the "Department"), and _____
_____ ("Provider"), a _____, with its
principal place of business at _____.

BACKGROUND

The City and Provider desire that Provider render general consultant services to the City in accordance with the provisions of this Provider Agreement, the City of Philadelphia Professional Services Contract General Consultant Services General Provisions, as revised January, 2001 (the "General Provisions") and all of the other documents and exhibits which together constitute the Contract Documents as defined in the General Provisions. A copy of the General Provisions is attached hereto and incorporated herein by reference.

In consideration of the mutual obligations set forth herein, and intending to be legally bound, the City and Provider covenant and agree as follows:

ARTICLE I: GENERAL TERMS

1.1 **Incorporation of Background.**

The Background is incorporated by reference herein.

1.2 **Definitions.**

Capitalized terms shall have the meanings set forth in the General Provisions.

ARTICLE II: TERM

2.1. **Initial Term.**

The term of this Contract shall commence on _____ and shall terminate on _____, unless terminated earlier in accordance with the terms of the Contract.

2.2 **Additional Term(s).**

(a) This Contract may be amended by the City, in its sole discretion, in accordance with Section 2.2 (Additional Terms) of the General Provisions. Unless otherwise stated below [**Note -- delete "Unless otherwise stated below" if (b) and (c) are not applicable"**], the terms and conditions applicable during the Initial Term shall be applicable during any Additional Term.

(b) If any Additional Term (if exercised by the City) will be less than one (1) year, specify here [**Note -- delete this subsection (b) if not applicable**]:

(c) If terms and conditions during any Additional Term differ from those applicable during the Initial Term, specify here [**Note -- delete this subsection (c) if not applicable**]:

ARTICLE III: SERVICES AND MATERIALS

3.1 **Services and Materials.**

Provider shall perform the Services and provide the Materials described in the Exhibits [NOTE -- make singular if only one exhibit is listed] listed below, which are [NOTE -- change "are" to "is" if only one exhibit is listed] attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-___:**
- (b) **Exhibit PA-___:**
- (c) **Exhibit PA-___:**
- (d) **Exhibit PA-___:**
- (e) **Exhibit PA-___:**

ARTICLE IV: COMPENSATION

4.1 **Amount.**

As compensation for the Services and Materials rendered and provided, the City covenants and agrees to pay to Provider in accordance with the following Exhibits [NOTE -- make singular if only one exhibit is listed], which are [NOTE -- change "are" to "is" if only one exhibit is listed] attached hereto and incorporated herein by reference, subject to all limitations on the allowability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines:

- (a) **Exhibit PA-___:**
- (b) **Exhibit PA-___:**
- (c) **Exhibit PA-___:**

Notwithstanding anything in this Contract to the contrary, in no event shall the amount certified by the Finance Department for Services and Materials during the Initial

Term or any Additional Term exceed the maximum amount of _____ Dollars
(\$_____) per term.

4.2 **Manner of Payment.**

(a) Payment shall be made after Provider's timely submission of invoices to the Responsible Official, in the number, form and content acceptable to the Responsible Official, accompanied by such additional supporting data and documentation as the Responsible Official may require. All payments to Provider are contingent upon satisfactory performance of the terms and conditions of this Contract. Provider shall submit its final invoice not more than sixty (60) days from completion of the Services and delivery of Materials. All payments to Provider shall be by checks drawn by the City Treasurer.

(b) The City reserves the right to withhold or offset against any funds payable to Provider for any invoice for which the Responsible Official asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by the City.

ARTICLE V: MISCELLANEOUS PROVISIONS

5.1 **Notice.**

Any notice required or permitted to be given under the Contract shall be given in writing and shall be personally delivered by hand with receipt obtained, by a national overnight express carrier (such as Federal Express), by facsimile, or sent by registered or certified United States mail, return receipt requested, addressed as follows:

IF TO THE CITY:

Attn.:

(Fax No.: _____)

IF TO PROVIDER:

Attn.:

(Fax No.: _____)

5.2 **Additional Exhibits.** [NOTE -- delete the heading "Additional Exhibits" if not applicable & insert "Section 5.2 intentionally deleted."]

Consistent with the provisions of the Contract, the following additional Exhibits are attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-___:**
- (b) **Exhibit PA-___:**

5.3 **Interpretation; Order of Precedence.**

In the event of a conflict or inconsistency between the terms of this Provider Agreement and any term, condition or provision contained in any Exhibit hereto, or any attachment to such Exhibit (including, without limitation, any proposal of Provider), the terms of this Provider Agreement shall control.

5.4 **Other Provisions.** [NOTE -- delete the heading "Other Provisions" if not applicable & insert "Section 5.4 intentionally deleted."]

Other provisions, including, without limitation, MBEC participation commitments and any exceptions or modifications to the General Provisions of the Contract, are set forth in the following Exhibits attached hereto and incorporated herein by reference:

- (a) **Exhibit PA-___:**
- (b) **Exhibit PA-___:**

5.5 **Acknowledgement of the General Provisions.**

Provider specifically acknowledges that Provider has read and understands the terms and conditions contained in the General Provisions and acknowledges that by

executing this Provider Agreement, Provider shall be legally bound by all of the terms of this Contract, including, but not limited to, those set forth in the General Provisions.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound by all of the Contract Documents, have caused the Contract to be executed by their respective duly authorized officers as of the date in the heading of this Provider Agreement.

THE CITY OF PHILADELPHIA

Through:

By: _____

Title: _____

APPROVED AS TO FORM
KENNETH I. TRUJILLO, CITY SOLICITOR

Per _____
[Insert Attorney's title]

CORPORATE SEAL:

PROVIDER

By: _____

Title: _____
President or Vice-President

Attest: _____

Title: _____
(Ass't) Secretary or (Ass't) Treasurer

EXHIBIT PA-2

EXCEPTIONS TO THE GENERAL PROVISIONS

Section 9.1(a) through 9.1(d) of the General provisions shall be deleted in its entirety and replaced with the following:

(a) **Workers' Compensation and Employers' Liability.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$1,000,000 Each Accident - Bodily Injury by Accident; \$1,000,000 Each Employee - Bodily Injury by Disease; and \$1,000,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

- (1) For Provider and all primary Network Providers (Health Care Facilities) (as defined in the Scope of Services)
 - a. Limit of Liability: \$10,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$10,000,000 advertising injury; \$10,000,000 general aggregate and \$10,000,000 aggregate for products and completed operations; the limits required by this paragraph may be achieved through excess or umbrella policies. The City may require higher limits of liability if, in the City's sole discretion, the potential risk so warrants.
 - b. Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).
 - c. General Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under the Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least five (5) years after completion of

the Services.

(c) **Automobile Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(d) **Professional Liability Insurance.**

- (1) Primary Network Providers (Health Care Facilities):

Limit of Liability: \$10,000,000

- (2) All other Health Care Providers as defined in the Health Care Services Malpractice Act, as amended: such amount as required of Pennsylvania firms by Pennsylvania law or regulation, including the Pennsylvania Medical Professional Liability Catastrophe fund where applicable. For purpose of this paragraph, Health Care Providers shall include natural persons providing health care services, such as physicians, dentists, chiropractors, physical therapists, and psychologists, who have entered a Network Professional Provider Agreement or similar agreement with Provider.
- (3) Coverage for paragraphs (1) and (2) above: Errors and omissions including liability assumed under Contract.
- (4) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

Section 9.1(e) shall be added to the General Provisions as follows:

(e) **Directors & Officers Liability Insurance (Provider only).**

- (1) Limit of Liability: \$3,000,000 with a deductible not to exceed \$100,000.

- (2) Coverage: Wrongful Acts including any actual or alleged error, misstatement, misleading statement, act or omission or neglect or breach of duty by the Directors & Officers in their capacity as Directors & Officers of Provider.
- (3) Directors & Officers Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under the Contract shall be maintained in full force and effect under the policy or “tail” coverage for five (5) years after completion of the Services.

Section 9.4 of the General Provisions shall be amended as follows:

9.4 **Fidelity Bond.**

When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of the Contract, a fidelity bond in an amount of the greater (a) One Million Dollars (\$1,000,000) or (b) the amount specified in the Provider Agreement, covering Provider’s employees who have financial responsibilities related to the receipt and disbursement of funds under the Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits of \$1,000,000 per occurrence with no aggregate. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services.

Section 15.4 of the General Provisions shall be amended to read as follows:

15.4 **Executive Order 2-05**

(1) In accordance with Executive Order 2-05, as it may be amended from time to time, the City has established an antidiscrimination policy that relates to the solicitation and inclusion of Minority Business Enterprises (“MBE”), Woman Business Enterprises (WBE”), and Disabled Business Enterprises (DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of Executive Order 2-05 is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Provider agrees to comply with the requirements of Executive Order 02-05, and where participation ranges are established by the City, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(2) In furtherance of the purposes of Executive Order 2-05, Provider agrees to the following:

(a) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract.

(b) Provider shall secure the prior written approval of the Minority Business Enterprise Council ("MBEC"), before making any changes or modifications to any Contract commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE Subcontractors, or changes or reductions in the dollar and/or percentage amounts of commitments with its M/W/DSBE Subcontractors.

(c) Unless otherwise specified in a legally binding agreement as described in (2) (a) above, Provider shall, within five (5) business days after receipt of a payment from the City for work performed under the Contract, deliver to its M/W/DSBE Subcontractors the proportionate share of such payment for services performed by its M/W/DSBE Subcontractors. In connection with payment of its M/W/DSBE Subcontractors, Provider agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

(d) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its commitments with its M/W/DSBE Subcontractors proportionately. The MBEC may from time to time request documentation from Provider evidencing compliance with this provision.

(e) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of Subcontract(s) with M/W/DSBEs, participation summary reports, M/W/DSBE Subcontractor invoices, telephone logs and correspondence with M/W/DSBE Subcontractors, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.

(f) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of Executive Order 2-05.

(g) Provider agrees that in the event the Director of Finance determines that Provider has failed to comply with any of the requirements of Executive Order 2-05, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

(i) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

(ii) Recover as liquidated damages, one percent (1%) of the total dollar amount of the Agreement, which amount shall include any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in commitment(s) to Provider's DBE Subcontractors.

(3) No privity of contract exists between the City and any M/W/DSBE Subcontractor identified herein and the City does not intend to give or confer upon any such M/W/DSBE Subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 2-05 or by reason of this Contract except such rights or remedies that the M/W/DSBE Subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE Subcontractors.

(4) It is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S. §§ 4107.2 and 4904.



THE CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS
FOR
GENERAL CONSULTANT SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1 **ADA.** “ADA” shall have the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.

1.2 **Additional Term, Additional Terms.** “Additional Term” and “Additional Terms” shall have the meanings set forth in Section 2.2 (Additional Terms) below.

1.3 **Additional Services and Materials.** “Additional Services and Materials” shall have the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.

1.4 **Appropriated Fiscal Year.** “Appropriated Fiscal Year” shall have the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.

1.5 **Amendment.** “Amendment” means a written modification or change to any Contract Document signed by both Parties.

1.6 **Applicable Law.** “Applicable Law” means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Philadelphia Home Rule Charter, as amended from time to time, The Philadelphia Code, as amended from time to time, and the specific laws set forth in Article XIV (Applicable Laws concerning Discrimination) below hereof, each as amended from time to time.

1.7 **Certification of Restrictions on Lobbying.** “Certification of Restrictions on Lobbying,” if required in the Provider Agreement, means a certificate in the form attached to the Provider Agreement.

1.8 **City.** The “City” means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department, and its legislature, City Council (defined below). The City is a City of the First Class under the laws of the Commonwealth of Pennsylvania.

1.9 **City Council.** “City Council” means the Council of The City of Philadelphia, as described in Article II of the Philadelphia Home Rule Charter, as it may be amended from time to time. City Council is the legislature of the City.

1.10 **Contract.** The “Contract” means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.11 **Contract Cost Principles.** The “Contract Cost Principles,” means the “City of Philadelphia Contract Cost Principles and Guidelines,” as it may be amended from time to time, which specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. (Copies are available from the Department upon request).

1.12 **Contract Documents.** The “Contract Documents” means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.13 **Department.** The “Department” means the department, board, commission or agency of the City of Philadelphia defined as the Department in the heading of the Provider Agreement.

1.14 **Event of Default.** “Event of Default” means those events defined and identified in Section 11.1 (Events of Default) of these General Provisions.

1.15 **Event of Insolvency.** “Event of Insolvency” means (a) the filing of a voluntary petition by Provider under the Federal Bankruptcy Code or any similar state or federal law; or (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) Provider’s making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; or (f) Provider proves unable to pay its obligations as they mature; or (g) Provider is insolvent as otherwise defined under any Applicable Law.

1.16 **Fiscal Year.** “Fiscal Year” means the fiscal year of the City, which commences on July 1 of each calendar year and expires on June 30 of the next succeeding calendar year.

1.17 **General Provisions.** “General Provisions” means these “The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services”, which contains the standard provisions required by the City in its general consultant professional services contracts, and any exhibits identified in these General Provisions.

1.18 **Initial Term.** “Initial Term” shall have the meaning set forth in Section 2.1 (Initial Term) below.

1.19 **Interpretation; number, gender.** The words “herein” “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole, including the all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.20 **Materials.** “Materials” means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared or developed by Provider in connection with the Services, or for Provider by a Subcontractor in connection with the Services, and supplied to the City by Provider or its Subcontractor pursuant to this Contract.

1.21 **Party; Parties.** A “Party” means either the City or Provider; the “Parties” means the City and Provider.

1.22 **Person.** “Person” means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.23 **Provider.** “Provider” means the entity or individual providing Services and Materials to the City as defined in the heading of the Provider Agreement.

1.24 **Provider Agreement.** The “Provider Agreement” means the instrument, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider's engagement.

1.25 **Responsible Official.** The “Responsible Official” means the director, commissioner or other head of the Department.

1.26 **Scope of Services.** “Scope of Services” means the document(s) attached as an exhibit (or as exhibits) to the Provider Agreement, which set(s) forth the Services to be rendered

and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.27 **Services.** “Services” means the work to be performed under this Contract as specified in the Provider Agreement.

1.28 **Subcontract.** “Subcontract” means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.29 **Subcontractor.** “Subcontractor” means a Person performing under a contract with Provider some part of the Services or Materials.

1.30 **Suspension Notice.** “Suspension Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below suspending Provider’s performance under this Contract.

1.31 **Suspension Period.** “Suspension Period” means the period designated by the City in a Suspension Notice during which the City has suspended Provider’s performance under this Contract.

1.32 **Term.** “Term” has the meaning set forth in Section 2.1 (Initial Term) of the Provider Agreement.

1.33 **Termination Notice.** “Termination Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below terminating this Contract.

ARTICLE II: TERM

2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in the Provider Agreement. In no event shall the Initial Term exceed one (1) year.

2.2 **Additional Terms.** The City may, at its sole option, amend this Contract to add on an annual basis up to three (3) successive one (1) year terms (“Additional Terms”), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be applicable in the Additional Term(s). The City shall give Provider thirty (30) days written notice of its intent to amend this Contract to add an Additional Term prior to each annual Additional Term. Each Additional Term shall be subject to appropriation of funds by City Council for such Additional Term. There shall be no liability or penalty to the City for electing not to amend the

term of this Contract to add Additional Terms. Each Additional Term of this Contract shall be deemed to constitute a separate contract, whose term shall not exceed one (1) year.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

3.1 **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined by the Responsible Official in his or her sole discretion.

3.2 **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider's activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Responsible Official, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider's receipt thereof, and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3 **Additional Services and Materials; Change in Scope of Services.** At any time during the term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to appropriation of funds therefor by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change order or other request) from the Responsible Official that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials, (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Provider Agreement, or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like Services and Materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

(b) The City's review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City's rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City's review, approval or acceptance of Provider's Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Responsible Official under this Contract shall not constitute approval otherwise required by any City department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider's responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5 **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Responsible Official.

(b) Provider shall submit to the Responsible Official copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify that:

- (1) work performed by Subcontractor shall be in conformity with the terms of this Contract;
- (2) nothing contained in such Subcontract shall be construed

to impair the rights of the City under this Contract;

- (3) the City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor;
- (4) nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor;
- (5) the City shall be expressly designated a third party beneficiary of the Subcontract;
- (6) upon request by the City (at the City's sole option) and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor agrees that it will continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination;
- (7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract; including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives, under this Contract;
- (8) Subcontractor shall, effective on the date of the Subcontract, presently, fully and unconditionally assign, transfer and set over to the City all of Subcontractor's right, title and interest in and to any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and Subcontractor shall covenant and agree that, (i) other than as directed by the City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (ii) the City, in its own name or in the name of Subcontractor, may file a claim for a refund of any sales or use tax covered by this assignment;
- (9) Subcontractor shall not be indebted to the City (to satisfy this requirement, Provider shall include subsection 4.1(g) (No

Indebtedness to the City) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract);

- (10) Subcontractor shall comply with Chapter 17-400 of The Philadelphia Code (to satisfy this requirement, Provider shall include subsection 14.2 (a) (The Philadelphia Code, Chapter 17-400) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract); and
- (11) Subcontractor shall comply with Section 17-104 of The Philadelphia Code (to satisfy this requirement, Provider shall include subsection 14.6 (b) (The Philadelphia Code, Section 17-104) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract).

(c) No permitted Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(d) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and void.

3.6 **Relationship with the City.** Neither Provider's personnel nor any Subcontractor personnel shall be employees of the City. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

3.7 **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and in any and all events before the scheduled expiration of the Term.

3.8 **Prompt Payment by Provider.** Provider agrees to pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

3.9 **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Contract and unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

ARTICLE IV: PROVIDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 **Provider's Representations, Warranties and Covenants.** Provider makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

(a) **Good Standing.** If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) **Authority to Act.** Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider's tax exempt status, if applicable. No consent, approval or authorization of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party having any right of consent over or with respect to Provider or this Contract.

(c) **Legal Obligation.** This Contract has been duly authorized, executed and delivered by Provider, by and through individuals duly authorized to execute this Contract on behalf of Provider, and constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms.

(d) **No Litigation Preventing Performance.** There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(e) **Requisite Licensure and Qualifications.** Provider and all of the Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all licenses, credentials and certifications required under this Section within five (5) days of request by the City.

(f) **No Adverse Interests.** Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(g) **No Indebtedness to the City.** Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans, and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs

and other damages resulting from the termination), or both. In addition, Provider understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(h) **Business Privilege License.** If Provider is a "business" as defined in The Philadelphia Code, Section 19-2601, Provider has and shall maintain during the Term of this Contract, a valid, current Business Privilege License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(i) **Subcontractor Licensure; Non-Delinquency.** Each Subcontractor, if any, holds a valid, current Business Privilege License to do business in the City, if required by Applicable Law. To the best of Provider's knowledge, information and belief, the representations made in any Subcontract that Subcontractor is not indebted to the City are true and correct.

(j) **Non-Suspension; Debarment.** Provider and all of the individuals acting on Provider's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations which do not result in Provider's suspension or debarment.

The above representations, warranties and covenants shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

ARTICLE V: COMPENSATION

5.1 **Certification of Available Funds.** Provider acknowledges that payments under this Contract shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Finance Department showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this

Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

5.2 **Unavailability of Funds.** If funding for this Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services performed and Materials delivered under this Contract, the City may exercise one of the following options without liability or penalty to the City:

(a) Terminate this Contract effective upon a date specified in a Termination Notice; or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

The City's exercise of either option under this Section shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section.

5.3 **Crossing Fiscal Years.** If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"), Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year.

5.4 **Allowability of Cost Items.** All payments by the City to Provider under this Contract shall be subject to the limitations on the allowability of cost items imposed by the Contract Cost Principles.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1 **City Audit.** From time to time during the Initial Term and any Additional Term(s) of this Contract, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including but not limited to its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

6.2 **Inspection.** All Services and Materials shall be subject to inspection and review by City, federal and state representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3 **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth of Pennsylvania Auditor General, and any other federal and state auditors, as may be applicable.

6.4 **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for a period of five (5) years following expiration or termination of this Contract; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

ARTICLE VII: ASSIGNMENT

7.1 **Assignment By Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without

obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the City's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this provision shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1 (Assignment by Provider), an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2 **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3 **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Responsible Official's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1 **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

8.2 **Indemnification.** Provider shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, and any infringement

or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3 **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4 **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Responsible Official.

ARTICLE IX: INSURANCE

9.1 **Insurance.** Unless otherwise approved by the City's Risk Manager in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) **Automobile Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(d) **Professional Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.
- (2) Coverage: Errors and omissions including liability assumed under Contract.

- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the Services.

9.2 **Self-Insurance.** Provider may not self-insure any of the coverages required under this Contract without the prior written approval of the Responsible Official and the City’s Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City’s Risk Manager, prior to Provider’s commencement of Services or delivery of any Materials hereunder, a certified copy of Provider’s most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Responsible Official or the City’s Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider’s self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit Provider’s liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Finance Department
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Manager at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

9.4 **Fidelity Bond.** When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Provider Agreement, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1 Ownership of Materials.

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. §101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear

the following designation: “© _____ The City of Philadelphia” [complete then current year in blank line].

(b) Provider shall make available to the City, upon the City’s request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.

(c) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.

(d) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2 **Non-Disclosure.** During the Initial Term and any Additional Term(s) of this Contract and thereafter, except with the prior written consent of the Responsible Official, Provider will not:

(a) Issue, publish or divulge any Services or Materials developed or used in the performance of this Contract in any public statement, thesis, writing, lecture or other verbal or written communication; or

(b) Disclose, or use to its advantage or gain, confidential information of any nature acquired from the City or acquired as a result of Provider’s activities in connection with this Contract.

ARTICLE XI: EVENTS OF DEFAULT

11.1 **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:

(a) Failure by Provider to comply with any provision of this Contract;

(b) Occurrence of an Event of Insolvency with respect to Provider;

(c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider;

(d) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation;

(e) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Provider, its directors, employees, or agents (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract;

(f) Indictment of or other issuance of formal criminal charges against Provider, its directors, employees or agents for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred; and/or

(g) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

11.2 **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

(a) Provider has temporarily or permanently ceased providing Services and Materials;

(b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies;

(c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract;

(d) An Event of Default occurs as described in 11.1(e) above or 11.1(f) above;
or

(e) Provider has failed to obtain or maintain the insurance or any bond required under this Contract.

Nothing contained in this Section shall limit the City's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1 The City's Remedies.

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

- (1) perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth of Pennsylvania thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1; (The City's Remedies).
- (2) withhold payment of, or offset against, any funds payable to or for the benefit of Provider;
- (3) collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider; or
- (4) exercise any other right the City has or may have at law, in equity, or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended. If this Contract is terminated, the City shall issue a written Termination Notice which shall set forth the effective date of the termination.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2 **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all of the remedies set forth in this Article XII (Remedies), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII (Remedies) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1 **Termination or Suspension for Convenience.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, for any reason, including, without limitation, the convenience of the City. If this Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination. If this Contract is suspended solely for the City's convenience, the City shall issue a written Suspension Notice, which shall set forth the effective date of the suspension.

13.2 Provider Responsibilities Upon Termination or Suspension.

(a) Upon the City's transmission of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall

- (1) take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and
- (2) upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the

satisfaction of the Responsible Official and delivered to the Responsible Official by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) The City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to the City for termination or suspension of this Contract.

13.3 **Payment of Provider upon Termination or Suspension.**

(a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

13.4 **Suspension.** Suspension of Provider's performance under this Contract after an Event of Default shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy. Provider acknowledges that the City shall have the right, at its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds for the performance of this Contract. In the event that the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred and eighty (180) days after the effective date (such period, the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination a Suspension for Convenience) above, or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all of the City's rights and remedies against Provider, including but not limited to its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XIV: APPLICABLE LAWS CONCERNING DISCRIMINATION

The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1 **Non-Discrimination; Fair Practices.** This Contract is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. In addition, Provider shall, in performing this Contract, comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as each may be amended from time to time, both of which prohibit, among other things, discrimination against individuals because of race, color, sex, sexual orientation, religion, national origin, ancestry, age, handicap (including, but not limited to, Human Immunodeficiency Virus infection), marital status, presence of children or source of income, in employment, housing and services in places of public accomodation. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

14.2 **The Philadelphia Code, Chapter 17-400.**

(a) In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Provider's failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

14.3 **Executive Order 1-03.**

(a) In accordance with Executive Order 1-03, as it may be amended from time to time, the City has established an anti-discrimination policy that relates to the solicitation and utilization of M-DBEs, W-DBEs, and DS-DBEs in City contracts. The purpose of Executive Order 1-03 is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory or exclusionary business practices. In furtherance of this policy, the City may, from time to time, establish participation ranges which shall be set forth in the Provider Agreement; these ranges are a projection of the level of M-DBE, W-DBE and/or DS-DBE participation that should be attained on a contract, absent discrimination or exclusion in the selection of contract participants. Provider agrees to comply with the requirements of Executive Order 1-03, and where ranges are established by the City, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(b) In furtherance of the purposes of Executive Order 1-03, Provider agrees to and will comply with the following:

- (1) Provider shall secure the prior written approval of the Minority Business Enterprise Council ("MBEC"), before making any changes or modifications to the Contract commitments made by Provider, including, without limitation, substitutions for its M-DBEs, W-DBEs and/or DS-DBEs (collectively, "DBE Subcontractors"),

changes or reductions in services provided by its DBE Subcontractors, or changes or reductions in the dollar and/or percentage amounts of commitments with its DBE Subcontractors.

- (2) Provider shall, within five (5) business days after receipt of a payment from the City for Services performed under the Contract, deliver to its DBE Subcontractors the proportionate share of such payment for Services performed by its DBE Subcontractors.
- (3) Provider shall, in the event of an increase in units of service and/or compensation under the Contract, increase its commitments with its DBE Subcontractors proportionately. The MBEC may from time to time request documentation from Provider evidencing compliance with this provision.
- (4) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of Subcontract(s) with DBE(s), participation summary reports, DBE Subcontractor invoices, telephone logs and correspondence with DBE Subcontractors, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section 14.3 (Executive Order 1-03) for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.
- (5) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Section 14.3 (Executive Order 1-03).
- (6) Provider agrees that in the event the Responsible Official determines that Provider has failed to comply with any of the requirements of this Section 14.3 (Executive Order 1-03), the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:
 - (i) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
 - (ii) Recover as liquidated damages, one percent (1%) of the total dollar amount of the Contract, which amount shall include

any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in commitment(s) to Provider's DBE Subcontractors.

(c) It is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S. §§ 4107.2 and 4904.

14.4 **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.5 **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6 **The Philadelphia Code, Section 17-104.**

(a) In accordance with Section 17-104 of The Philadelphia Code, Provider by execution of this Contract certifies and represents that (1) Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) does not have, and will not have at any time during the Term of this Contract (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (2) no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (2) who will provide products originating in Northern Ireland unless said supplier, subconsultant or Subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

(c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 (The Philadelphia Code, Section 17-104) and any failure to comply with the provisions of this Section 14.6 (The Philadelphia Code, Section 17-104) shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of The Philadelphia Code) or in equity. In addition, Provider understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

14.7 **Limited English Proficiency.** Provider understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City's City of Philadelphia "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

ARTICLE XV: MISCELLANEOUS

15.1 **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the

Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.2 **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.3 **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

15.4 **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.

15.5 **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, along with the following: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; and the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above.

15.9 **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Responsible Official or his or her designee. The Responsible Official or his or her designee shall render and reduce to writing his or her decision, and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Responsible Official shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This section shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

15.10 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of these General Provisions and the terms of the Provider Agreement, the terms of these General Provisions shall control, except to the extent (if any) that the Provider Agreement contains an express change, by specific reference, to the General Provisions.

15.11 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.12 **Controlling and Pertinent Statutes.** All statutory citations in this Contract shall refer to the pertinent statute as it may be amended hereafter from time to time.

15.13 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.14 **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express

intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 of the Provider Agreement.

15.15 Waiver of Jury Trial. Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

15.16 Notices. All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the addresses set forth in Section 5.1 (Notice) of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.16 (Notices).

Exhibit 8

CITY OF PHILADELPHIA

LAW DEPARTMENT

VALUE OF CONTRACT, BOND OR AGREEMENT FEE

(F.Y. 97 and thereafter)

\$0 - \$2500	0
\$2501 - \$5000	0
\$5001 - \$10,000	0
\$10,001 - \$20,000	0
\$20,001 - \$50,000	120
\$50,001 - \$100,000	170
\$100,001 - \$250,000	260
\$250,001 - \$500,000	340
\$500,001 - \$1,000,000	520
OVER \$1,000,000	1000

Exhibit 9

CITY OF PHILADELPHIA - CLAIMS RECEIVED BY FISCAL YEAR- VALUED AS OF 12/31/2005					
RECVD FISCAL YEAR	LINE OF COVERAGE	CLAIM COUNT	PAID TO DATE	RESERVES	TOTAL INCURRED
2003	GAP-PENDING PENSION APPROVAL	7	398407.11	145137.75	543544.86
2003	HEART LUNG - LIGHT DUTY	4	31899.64	19069.86	50969.5
2003	HEART LUNG - MEDICAL ONLY	1	1456.65	0	1456.65
2003	HEART LUNG - NO DUTY	4	20344.34	10250	30594.34
2003	PENSIONER SERVICE CONNECTED	2	19894.97	0	19894.97
2003	REGULATION 32-IOD	3511	3485688.06	0	3485688.06
2003	REGULATION 32-LIGHT DUTY	257	3153311.96	1624503.04	4777815
2003	REGULATION 32-MEDICAL ONLY	331	717953.07	207312.53	925265.6
2003	REGULATION 32-NO DUTY	38	675515.42	454609.77	1130125.19
2003	WORKERS COMP	347	8374194.45	7475030.35	15849224.8
2003 Total		4502	16878665.67	9935913.3	26814578.97
2004	GAP-PENDING PENSION APPROVAL	3	177218.48	29173.5	206391.98
2004	HEART LUNG - LIGHT DUTY	101	1051363.46	1294982.65	2346346.11
2004	HEART LUNG - MEDICAL ONLY	155	95641.19	15616.26	111257.45
2004	HEART LUNG - NO DUTY	13	986406.34	1496934.14	2483340.48
2004	PENSIONER REGULAR DISABILITY	2	47671.38	145480	193151.38
2004	PENSIONER REGULAR PENSIONER	1	2744.72	10435.22	13179.94
2004	PENSIONER SERVICE CONNECTED	1	54625.51	107887	162512.51
2004	REGULATION 32-IOD	1050	655259.62	0	655259.62
2004	REGULATION 32-LIGHT DUTY	1044	5212630.55	4086795.51	9299426.06
2004	REGULATION 32-MEDICAL ONLY	2164	2698893.65	1335375.78	4034269.43
2004	REGULATION 32-NO DUTY	154	1915969.79	1845006.95	3760976.74
2004	SECONDARY EMPLOYMENT	1	8829.05	0	8829.05
2004	WORKERS COMP	218	3918197.96	4081802.2	8000000.16
2004	WORKERS COMPENSATION-RECORD ONLY	74	1271.6	0	1271.6
2004 Total		4981	16826723.3	14449489.21	31276212.51
2005	HEART LUNG - LIGHT DUTY	287	1182913.82	1662767.01	2845680.83
2005	HEART LUNG - MEDICAL ONLY	383	284779.6	120415.77	405195.37
2005	HEART LUNG - NO DUTY	126	825134.72	1420457.43	2245592.15
2005	REGULATION 32-LIGHT DUTY	1327	3609282.78	5329605.55	8938888.33
2005	REGULATION 32-MEDICAL ONLY	1744	1225345.36	1772958.94	2998304.3
2005	REGULATION 32-NO DUTY	439	1922106.17	3312694.88	5234801.05
2005	WORKERS COMP	154	1078560.95	2771988.75	3850549.7
2005	WORKERS COMPENSATION-RECORD ONLY	136	767.14	0	767.14
2005 Total		4596	10128890.54	16390888.33	26519778.87
Grand Total		14079	43834279.51	40776290.84	84610570.35

Exhibit 10

CITY OF PHILADELPHIA - EXPENDITURES BY FISCAL YEAR - VALUED AS OF 12/31/2005										
FISCAL YEAR	CLAIM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EX RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED
2003	4654	2486962.58	9254722.83	4912164.43	16653849.84	902899.82	2355200.58	6071581.37	9329681.77	25983531.61
2004	4778	1512783.84	11069455.22	3257398.24	15839637.3	1519009.92	6805625.63	6049041.39	14373676.94	30213314.24
2005	4508	880158.07	7860620.62	1145068.48	9885847.17	2041499.67	8331809.04	5393851.33	15767160.04	25653007.21
Grand Total	13940	4879904.49	28184798.67	9314631.15	42379334.31	4463409.41	17492635.25	17514474.09	39470518.75	81849853.06

Exhibit 11

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS DATE	CLOSE DATE	EXP PMTS	MED PMTS	IND PMTS	TOTAL PAID	EXP RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED
2003	COMMERCE	WORKERS COMP	01 31 03	01 07 05	6290.28	14826.71	49898.33	71015.32	0	0	0	0	71015.32
2003	COMMERCE	REGULATION 32-LIGHT DUTY	09 26 02	12 09 05	51931.88	10651.49	0	62583.37	0	0	0	0	62583.37
2003	HEALTH	WORKERS COMP	07 10 02	00 00 0000	21588.32	36245.71	57407.35	115241.38	13777.92	39958.38	83726.73	137463.03	252704.41
2003	RECORDS	WORKERS COMP	09 19 02	08 24 05	3981.32	19462.74	149134.11	172578.17	0	0	0	0	172578.17
2003	RECREATION	WORKERS COMP	11 06 02	00 00 0000	5872.83	8757.04	50213.91	64843.78	10117.04	8178.09	56000	74295.13	139138.91
2003	RECREATION	WORKERS COMP	10 09 02	00 00 0000	19646.73	165080.24	61047.72	245774.69	31293.1	17303.83	60560.58	109157.51	354932.2
2003	RECREATION	WORKERS COMP	08 16 02	00 00 0000	36282.03	22709.79	28453.37	87445.19	17226.67	27827.33	67392	112446	199891.19
2003	STREETS	GAP-PENDING PENSION APPROVAL	03 24 03	00 00 0000	5169.62	106332.27	21648.21	133150.1	1500	3000	12825	17325	150475.1
2003	STREETS	REGULATION 32-LIGHT DUTY	03 11 03	00 00 0000	14964.06	46480	2789.26	64233.32	1269.36	20691.74	4548.8	26509.9	90743.22
2003	STREETS	WORKERS COMP	12 19 02	09 10 04	8	1776.01	71060.71	72844.72	0	0	0	0	72844.72
2003	STREETS	WORKERS COMP	05 06 03	00 00 0000	14877.69	3762.86	51921.98	70562.53	5870.08	19600.3	17603.02	43073.4	113635.93
2003	STREETS	REGULATION 32-LIGHT DUTY	05 30 03	00 00 0000	4221.77	40594.44	12311.42	57127.63	6000	37000	113445.58	156445.58	213573.21
2003	STREETS	GAP-PENDING PENSION APPROVAL	12 30 02	00 00 0000	1579	17187.01	25712.2	44478.21	1888	10554.71	8536.4	20979.11	65457.32
2003	STREETS	WORKERS COMP	12 18 02	00 00 0000	13510.08	31010.31	875	45395.39	13692.87	256.2	402	14351.07	59746.46
2003	STREETS	REGULATION 32-LIGHT DUTY	12 12 02	00 00 0000	12755.87	8924.69	0	21680.56	11604.55	8610	20554	40768.55	62449.11
2003	STREETS	GAP-PENDING PENSION APPROVAL	05 27 03	00 00 0000	906.17	4602.21	19232.02	24740.4	4743.22	7500	14493.28	26736.5	51476.9
2003	STREETS	REGULATION 32-MEDICAL ONLY	09 24 02	00 00 0000	26871.22	52392.85	30448.28	109712.35	10523.08	40375	75081.13	125979.21	235691.56
2003	STREETS	REGULATION 32-LIGHT DUTY	01 28 03	00 00 0000	2589.16	9767.83	3692.93	16049.92	13806.63	14921.99	6707.07	35435.69	51485.61
2003	STREETS	WORKERS COMP	06 19 03	00 00 0000	5028.3	35230.34	0	40258.64	4189.55	19520	1328	25037.55	65296.19
2003	DHS	REGULATION 32-LIGHT DUTY	06 20 03	00 00 0000	810.74	33218.86	0	34029.6	2912	33575.62	2967	39454.62	73484.22
2003	DHS	WORKERS COMP	08 01 02	00 00 0000	266.14	36443.27	0	36709.41	334.25	20061.39	7800	28195.64	64905.05
2003	DHS	REGULATION 32-NO DUTY	12 11 02	00 00 0000	5736.07	49467.71	40578	95781.78	9242	14699.43	32200	56141.43	151923.21
2003	DA	WORKERS COMP	03 05 03	00 00 0000	142	30663	0	30805	19968	119483.06	3375	142826.06	173631.06
2003	FIRE	WORKERS COMP	01 10 03	00 00 0000	16206.56	0	49556.2	65762.76	9847.73	19000	81000	109847.73	175610.49
2003	FIRE	WORKERS COMP	09 30 02	00 00 0000	13499.25	493	0	13992.25	6471.1	5000	68848	80319.1	94311.35
2003	FIRE	WORKERS COMP	10 21 02	00 00 0000	15743.56	0	33164.88	48908.44	2666.24	0	17255.12	19921.36	68829.8
2003	FIRE	WORKERS COMP	11 23 02	00 00 0000	3423.86	461.04	24924.94	28809.84	11764.67	6500	3591.06	21855.73	50665.57
2003	FIRE	WORKERS COMP	12 04 02	00 00 0000	2552.19	2521.43	0	5073.62	4447.81	1775	68848	75070.81	80144.43
2003	FIRE	WORKERS COMP	07 16 02	02 28 05	18666.47	0	45461.5	64127.97	0	0	0	0	64127.97
2003	FIRE	WORKERS COMP	08 08 02	00 00 0000	15905.79	0	57217.31	73123.1	2361.32	11000	11630.69	24992.01	98115.11
2003	FIRE	WORKERS COMP	10 21 02	02 15 05	16414.12	100	43708.63	60222.75	0	0	0	0	60222.75
2003	FIRE	WORKERS COMP	10 21 02	00 00 0000	11326.97	240	84260.9	95827.87	14625.82	5000	1479.54	21105.36	116933.23
2003	FIRE	WORKERS COMP	07 02 02	04 01 05	5798.7	769.55	67988.41	74556.66	0	0	0	0	74556.66
2003	FIRE	WORKERS COMP	12 09 02	00 00 0000	26293.79	243.59	108500.52	135037.9	2927.09	1500	25294.77	29721.86	164759.76
2003	FIRE	REGULATION 32-NO DUTY	03 26 03	00 00 0000	2479.09	258898.74	0	261377.83	957.86	40651.33	17585	59194.19	320572.02
2003	FIRE	WORKERS COMP	03 22 03	00 00 0000	7848.73	24136.08	45135.81	77120.62	3603.45	6945.53	24214.24	34763.22	111883.84
2003	FIRE	WORKERS COMP	05 09 03	00 00 0000	2689.04	0	0	2689.04	19810.96	5000	35100	59910.96	62600
2003	FIRE	WORKERS COMP	10 21 02	10 17 05	11599.19	4200	72920.08	88719.27	0	0	0	0	88719.27
2003	FIRE	WORKERS COMP	09 09 02	00 00 0000	30872.16	24140.03	70273.03	125285.22	20946.1	102802.75	201696.97	325445.82	450731.04
2003	FIRE	WORKERS COMP	02 26 03	05 31 05	3222.89	8815.72	42068.22	54106.83	0	0	0	0	54106.83
2003	FIRE	WORKERS COMP	10 21 02	10 17 05	8695.55	4815	52534.79	66045.34	0	0	0	0	66045.34
2003	FIRE	WORKERS COMP	07 23 02	00 00 0000	14869.86	750	0	15619.86	2570.87	5500	68848	76918.87	92538.73
2003	FIRE	WORKERS COMP	01 29 03	05 11 04	2377.08	347.2	57953.63	60677.91	0	0	0	0	60677.91
2003	COURTS	WORKERS COMP	11 27 02	00 00 0000	236.96	21065.22	0	21302.18	2263.04	19825.76	8606	30694.8	51996.98
2003	COURTS	WORKERS COMP	01 07 03	00 00 0000	935.05	36299.29	7942.18	45176.52	927.2	14855.15	44145.82	59928.17	105104.69
2003	MDO	WORKERS COMP	03 27 03	06 10 05	12525.63	825	83213.1	96563.73	0	0	0	0	96563.73
2003	COMM. DEV	WORKERS COMP	11 15 02	00 00 0000	33041.47	7345.62	95172.39	135559.48	3950	11500	144346.16	159796.16	295355.64
2003	FLEET	WORKERS COMP	05 03 03	00 00 0000	11856.83	54422.67	80770.25	147049.75	1955.23	15347.36	69597.35	86899.94	233949.69
2003	FLEET	GAP-PENDING PENSION APPROVAL	02 13 03	00 00 0000	3086.05	12651.01	53191.32	68928.38	3363	18119.15	13907.14	35389.29	104317.67
2003	POLICE	REGULATION 32-LIGHT DUTY	10 18 02	00 00 0000	16132.59	20465.26	47709.82	84307.67	7317	4789.92	64682.49	76789.41	161097.08
2003	POLICE	WORKERS COMP	11 06 02	00 00 0000	21787.17	15876.01	28432.02	66095.2	15598	60409	87416.38	163423.38	229518.58

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS	CLOSE	EXP	MED PMTS	IND PMTS	TOTAL	EXP	MED RES	IND RES	TOTAL RES	TOTAL
			DATE	DATE	PMTS			PAID	RES			INCURRED	
2003	POLICE	WORKERS COMP	11 27 02	00 00 0000	2567.78	29254.45	17325.89	49148.12	4840.81	3793.39	2984.67	11618.87	60766.99
2003	POLICE	WORKERS COMP	01 13 03	00 00 0000	49898.02	3085	0	52983.02	15086.94	61300	185509	261895.94	314878.96
2003	POLICE	REGULATION 32-LIGHT DUTY	03 22 03	00 00 0000	652.97	42158.73	21059.48	63871.18	2078.19	62117.76	9315.52	73511.47	137382.65
2003	POLICE	REGULATION 32-NO DUTY	04 04 03	00 00 0000	459.47	8432.73	0	8892.2	2131.01	42662.6	16875	61668.61	70560.81
2003	POLICE	REGULATION 32-LIGHT DUTY	04 02 03	00 00 0000	3970.92	40463.04	769.38	45203.34	3213.54	46403.12	34330.62	83947.28	129150.62
2003	POLICE	WORKERS COMP	05 09 03	02 01 05	2841.9	483.15	60750	64075.05	0	0	0	0	64075.05
2003	POLICE	WORKERS COMP	10 19 02	00 00 0000	22270.37	47553.37	14224.01	84047.75	6599	8893.23	8217.13	23709.36	107757.11
2003	POLICE	REGULATION 32-LIGHT DUTY	01 14 03	00 00 0000	8882.65	4618.94	59480.09	72981.68	9952	7679.76	7749.85	25381.61	98363.29
2003	POLICE	WORKERS COMP	01 07 03	00 00 0000	9619.45	2239.09	86014.13	97872.67	7500	112.91	964953	972565.91	1070438.58
2003	POLICE	REGULATION 32-LIGHT DUTY	06 02 03	00 00 0000	1416.35	47841.75	1948.42	51206.52	1083.65	40121.99	11551.58	52757.22	103963.74
2003	POLICE	REGULATION 32-LIGHT DUTY	12 21 02	00 00 0000	6393.34	53342.53	16783.35	76519.22	12601	15362.37	9607.74	37571.11	114090.33
2003	POLICE	REGULATION 32-LIGHT DUTY	04 29 03	00 00 0000	1554.25	19028.7	31114.89	51697.84	4000	7000	25650	36650	88347.84
2003	POLICE	WORKERS COMP	10 02 02	00 00 0000	17176.77	24264.91	92062.1	133503.78	9878.98	71379.58	631815.5	713074.06	846577.84
2003	POLICE	WORKERS COMP	01 16 03	00 00 0000	12327.19	3512.95	100708.16	116548.3	9841.37	9369.86	54742.84	73954.07	190502.37
2003	POLICE	REGULATION 32-LIGHT DUTY	08 29 02	00 00 0000	5963.94	51825.77	31908.53	89698.24	6984	17986.89	31908	56878.89	146577.13
2003	POLICE	REGULATION 32-NO DUTY	12 19 02	00 00 0000	1948.32	6683.37	17665.9	26297.59	7250	5000	18836	31086	57383.59
2003	POLICE	WORKERS COMP	08 06 02	00 00 0000	7403.33	31689.65	10092.89	49185.87	8164.18	6828.11	27041.91	42034.2	91220.07
2003	POLICE	REGULATION 32-LIGHT DUTY	11 15 02	00 00 0000	940.54	32199.2	0	33139.74	2492	9028.99	7800	19320.99	52460.73
2003	POLICE	WORKERS COMP	01 11 03	00 00 0000	1220.18	41379.73	17515.88	60115.79	279.82	2714.56	53637.11	56631.49	116747.28
2003	POLICE	REGULATION 32-NO DUTY	10 10 02	00 00 0000	710.57	2360.15	2244.86	5315.58	9789.43	12000	34424	56213.43	61529.01
2003	POLICE	WORKERS COMP	12 06 02	00 00 0000	17037.94	6852.5	38829.03	62719.47	5640.05	17500	13108.97	36249.02	98968.49
2003	POLICE	WORKERS COMP	04 09 03	00 00 0000	686.7	79736.8	92411.24	172834.74	3000	2000	1000	6000	178834.74
2003	POLICE	REGULATION 32-LIGHT DUTY	01 03 03	06 30 04	688.25	48835.56	13558.64	63082.45	0	0	0	0	63082.45
2003	POLICE	WORKERS COMP	12 21 02	00 00 0000	6675.04	26603.41	8897.1	42175.55	2210.9	1074.57	11366.2	14651.67	56827.22
2003	POLICE	WORKERS COMP	03 21 03	00 00 0000	676.31	44115.95	2249.39	47041.65	1823.69	29848	7500.61	39172.3	86213.95
2003	POLICE	WORKERS COMP	08 26 02	07 08 04	3182.96	774.88	47156.16	51114	0	0	0	0	51114
2003	POLICE	REGULATION 32-LIGHT DUTY	03 06 03	00 00 0000	1325.13	39733.57	500.09	41558.79	4329.25	28322.55	2619.91	35271.71	76830.5
2003	POLICE	WORKERS COMP	01 27 03	00 00 0000	4375.42	4799.53	95654.02	104828.97	10550.26	11666.27	54920.01	77136.54	181965.51
2003	POLICE	WORKERS COMP	11 17 02	00 00 0000	8184.26	17856.08	7163.56	33203.9	7724.95	9113.38	15486.74	32325.07	65528.97
2003	POLICE	WORKERS COMP	03 21 03	00 00 0000	21849.59	19592.18	52226.73	93668.5	4162.96	4466	166029.54	174658.5	268327
2003	POLICE	REGULATION 32-LIGHT DUTY	09 24 02	00 00 0000	234.47	110763.03	1590.74	112588.24	3765.53	39236.97	3409.26	46411.76	159000
2003	POLICE	REGULATION 32-LIGHT DUTY	05 13 03	00 00 0000	4752.8	53147.27	2127.04	60027.11	9903.89	29458.69	140400	179762.58	239789.69
2003	POLICE	GAP-PENDING PENSION APPROVAL	09 06 02	00 00 0000	9242.69	27551.76	24776.4	61570.85	8942.42	7380.64	10161.5	26484.56	88055.41
2003	POLICE	REGULATION 32-NO DUTY	10 13 02	00 00 0000	9435.41	49732.98	50464.01	109632.4	8564	23060.67	43120	74744.67	184377.07
2003	PRISIONS	WORKERS COMP	08 15 02	06 28 05	11768.66	12838.03	25908.6	50515.29	0	0	0	0	50515.29
2003	PRISIONS	WORKERS COMP	02 25 03	00 00 0000	3507.5	15518.96	0	19026.46	10282.72	19966.41	2346	32595.13	51621.59
2003	PRISIONS	WORKERS COMP	01 11 03	00 00 0000	18133.42	19675.77	51964.14	89773.33	1619.82	13129.48	98701.08	113450.38	203223.71
2003	PRISIONS	WORKERS COMP	11 06 02	00 00 0000	9073.15	11016.73	0	20089.88	6466.85	4527.55	90410	101404.4	121494.28
2003	PRISIONS	WORKERS COMP	08 27 02	00 00 0000	1986.05	14908.56	82646.45	99541.06	1036	5030.48	242369.6	248436.08	347977.14
2003	PRISIONS	WORKERS COMP	03 01 03	00 00 0000	14983.38	84991.68	75856.83	175831.89	8905.96	3114.47	23329.98	35350.41	211182.3
2003	PRISIONS	WORKERS COMP	01 30 03	01 12 05	13454.98	21341.45	30092.82	64889.25	0	0	0	0	64889.25
2003	PRISIONS	REGULATION 32-LIGHT DUTY	03 20 03	01 04 05	1095.8	57009.49	13018.4	71123.69	0	0	0	0	71123.69
2003	PRISIONS	WORKERS COMP	11 14 02	12 28 05	17664.85	21494.56	219543.66	258703.07	0	0	0	0	258703.07
2003	PRISIONS	WORKERS COMP	08 03 02	00 00 0000	3515.57	1170.55	0	4686.12	4984.43	5825	37072	47881.43	52567.55
2003	PRISIONS	WORKERS COMP	02 21 03	00 00 0000	27668.38	31282.77	56941.08	115892.23	29721.95	12606.58	47301.12	89629.65	205521.88
2003	BRT	REGULATION 32-LIGHT DUTY	06 12 03	00 00 0000	880.67	45468.35	0	46349.02	2204	4650.91	35100	41954.91	88303.93
2003	WATER	REGULATION 32-LIGHT DUTY	04 04 03	12 18 05	88.73	83777.32	0	83866.05	0	0	0	0	83866.05
2003	WATER	REGULATION 32-LIGHT DUTY	03 05 03	00 00 0000	651.98	19132.52	0	19784.5	3235.54	119688.42	0	122923.96	142708.46
2003	WATER	REGULATION 32-MEDICAL ONLY	04 01 03	11 24 04	498119.62	0	0	498119.62	0	0	0	0	498119.62
2003	WATER	REGULATION 32-NO DUTY	03 10 03	00 00 0000	2071.16	21401.47	6116.54	29589.17	287.7	9953.2	20749.46	30990.36	60579.53
2003	WATER	WORKERS COMP	06 24 03	00 00 0000	1618.65	0	62495.14	64113.79	3381.35	0	831492.28	834873.63	898987.42

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS DATE	CLOSE DATE	EXP PMTS	MED PMTS	IND PMTS	TOTAL PAID	EXP RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED
					102	102	102	102	102	102	102	102	102
2003 Count													
2003 Total					1457963.71	2769009.8	3572380.5	7799353.97	584842.95	1650013.38	5682582.05	7917438.38	15716792.35
2004	COMPTRROLLER	REGULATION 32-NO DUTY	07 09 03	00 00 0000	6067.58	87782.68	0	93850.26	2444	11858.5	12552	26854.5	120704.76
2004	COMMERCE	REGULATION 32-LIGHT DUTY	08 27 03	00 00 0000	718.21	23932.38	16606.2	41256.79	928	13430.55	7261.3	21619.85	62876.64
2004	COMMERCE	WORKERS COMP	08 10 03	00 00 0000	783.11	36415.98	0	37199.09	2388	25417.23	0	27805.23	65004.32
2004	COMMERCE	WORKERS COMP	05 15 04	00 00 0000	7521.38	35534.66	24114.4	67170.44	2521.73	9411.4	8280	20213.13	87383.57
2004	COMMERCE	WORKERS COMP	08 04 03	00 00 0000	13807.49	0	0	13807.49	6192.51	5600	35100	46892.51	60700
2004	HEALTH	WORKERS COMP	06 21 04	00 00 0000	4595.04	21992.68	6830.37	33418.09	5447.24	6153.88	12135.28	23736.4	57154.49
2004	HEALTH	REGULATION 32-LIGHT DUTY	10 01 03	00 00 0000	1051.14	40904	0	41955.14	3207.22	31273.17	603	35083.39	77038.53
2004	PUBLIC PROPERTY	REGULATION 32-NO DUTY	07 10 03	00 00 0000	1883.05	226909.22	12915.12	241707.39	668.64	24.57	15067.88	15761.09	257468.48
2004	PUBLIC PROPERTY	WORKERS COMP	09 03 03	11 16 04	1360.37	16905.28	48550.36	66816.01	0	0	0	0	66816.01
2004	RECREATION	REGULATION 32-MEDICAL ONLY	01 12 04	00 00 0000	296	19931.2	0	20227.2	1428	2205.47	50440	54073.47	74300.67
2004	REVENUE	WORKERS COMP	10 03 03	09 20 05	25666.25	82.16	42500	68248.41	0	0	0	0	68248.41
2004	STREETS	PENSIONER REGULAR DISABILITY	12 29 03	00 00 0000	5189.44	12981.76	29500.18	47671.38	22000	24100	99380	145480	193151.38
2004	STREETS	REGULATION 32-LIGHT DUTY	12 31 03	00 00 0000	2056	9220.85	9478	20754.85	3916	26044.91	27269.46	57230.37	77985.22
2004	STREETS	REGULATION 32-MEDICAL ONLY	07 17 03	00 00 0000	6687.43	37714.43	847.34	45249.2	15000	32600	42241	89841	135090.2
2004	STREETS	REGULATION 32-LIGHT DUTY	06 23 04	00 00 0000	3460.14	30149.91	1199.32	34809.37	2863.36	26776.43	3004	32643.79	67453.16
2004	STREETS	REGULATION 32-LIGHT DUTY	03 12 04	00 00 0000	7463.71	19021	584.85	27069.56	17230.97	14212.99	2967	34410.96	61480.52
2004	STREETS	REGULATION 32-LIGHT DUTY	06 14 04	00 00 0000	4044.19	10885.69	2416.12	17346	6731.81	87330.75	14439.88	108502.44	125848.44
2004	STREETS	REGULATION 32-LIGHT DUTY	01 20 04	00 00 0000	718.39	43317.69	2069.03	46105.11	892.79	29230.66	4509	34632.45	80737.56
2004	STREETS	REGULATION 32-MEDICAL ONLY	03 16 04	00 00 0000	11732.71	10839.38	17912.3	40484.39	6523.14	8900.99	30470	45894.13	86378.52
2004	STREETS	WORKERS COMP	03 22 04	00 00 0000	7757.37	24418.37	19574.03	51749.77	7126.37	32258.34	33112.12	72496.83	124246.6
2004	STREETS	REGULATION 32-LIGHT DUTY	01 08 04	00 00 0000	6523.27	2884.72	42878.11	52286.1	8073.49	11889.48	47192.89	67155.86	119441.96
2004	STREETS	REGULATION 32-LIGHT DUTY	02 09 04	00 00 0000	408	23344.44	2147.42	25899.86	292	25620.2	452.58	26364.78	52264.64
2004	STREETS	WORKERS COMP	03 31 04	00 00 0000	1628.59	108747.08	450	110825.67	11792	146654.11	4322	162768.11	273593.78
2004	STREETS	WORKERS COMP	03 01 04	00 00 0000	11820.19	4809.17	0	16629.36	15243.81	14290.62	62000	91534.43	108163.79
2004	STREETS	WORKERS COMP	03 22 04	00 00 0000	6286.86	18071.38	32834.14	57192.38	14257.14	27045.01	828	42130.15	99322.53
2004	STREETS	WORKERS COMP	08 27 03	00 00 0000	3573.84	48151.21	30457.12	82182.17	4480.13	29964.9	47230.98	81676.01	163858.18
2004	STREETS	WORKERS COMP	01 20 04	00 00 0000	6696.94	7017.59	63983.69	77698.22	18860.37	32628.59	24550	76038.96	153737.18
2004	STREETS	REGULATION 32-NO DUTY	05 12 04	00 00 0000	1369.34	48734.81	371.76	50475.91	1419.41	22167.1	33130.24	56716.75	107192.66
2004	STREETS	WORKERS COMP	03 12 04	00 00 0000	2782.4	9632.35	0	12414.75	21369.1	27447.43	1372	50188.53	62603.28
2004	STREETS	WORKERS COMP	01 27 04	00 00 0000	1312.13	8006.1	1099.81	10418.04	7109.87	4319.29	46386	57815.16	68233.2
2004	STREETS	WORKERS COMP	12 10 03	00 00 0000	6968.5	25047.32	0	32015.82	10677.1	15116.32	338	26131.42	58147.24
2004	L I	REGULATION 32-NO DUTY	03 02 04	00 00 0000	1372.22	40536.82	0	41909.04	2127.78	63963.18	44874	110964.96	152874
2004	DHS	REGULATION 32-NO DUTY	03 17 04	00 00 0000	1004	38661.83	0	39665.83	2018	8664.85	6500	17182.85	56848.68
2004	DHS	REGULATION 32-LIGHT DUTY	08 30 03	00 00 0000	5024.81	11092.02	103014.12	119130.95	6750	8250	18997.34	33997.34	153128.29
2004	DHS	REGULATION 32-LIGHT DUTY	10 14 03	00 00 0000	12793.43	18499.41	48236.46	79529.3	6255	0	55760.82	62015.82	141545.12
2004	DHS	REGULATION 32-MEDICAL ONLY	05 12 04	00 00 0000	711.1	0	0	711.1	15788.9	7000	33569	56357.9	57069
2004	DHS	REGULATION 32-NO DUTY	11 13 03	00 00 0000	3756.76	48947.4	0	52704.16	2590	5530.93	250	8370.93	61075.09
2004	DHS	REGULATION 32-LIGHT DUTY	11 01 03	00 00 0000	1511.77	30346.06	0	31857.83	1342	11983.12	18200	31525.12	63382.95
2004	DHS	REGULATION 32-LIGHT DUTY	11 06 03	00 00 0000	2338.01	23938.82	0	26276.83	2384	16221.26	9100	27705.26	53982.09
2004	DHS	REGULATION 32-NO DUTY	02 14 04	00 00 0000	2588.72	26850.18	45	29483.9	3140.47	13237.06	9100	25477.53	54961.43
2004	DA	WORKERS COMP	09 15 03	00 00 0000	1184.56	7881.59	18333.17	27399.32	7514.44	12735.85	14123.38	34373.67	61772.99
2004	FIRE	WORKERS COMP	10 07 03	00 00 0000	16101.49	1174.29	78663.08	95938.86	13898.51	8825.71	414027.92	436752.14	532691
2004	FIRE	WORKERS COMP	09 10 03	00 00 0000	5617.01	0	0	5617.01	6382.99	3500	70200	80082.99	85700
2004	FIRE	WORKERS COMP	08 30 03	00 00 0000	7683.88	1168.89	77033.14	85885.91	4324.12	3550	98466.86	106340.98	192226.89
2004	FIRE	WORKERS COMP	09 20 03	12 15 05	4309.01	4811.93	60746.3	69867.24	0	0	0	0	69867.24
2004	FIRE	REGULATION 32-NO DUTY	09 28 03	00 00 0000	3644.6	57013.37	0	60657.97	3822.48	16244.26	9272	29338.74	89996.71
2004	FIRE	WORKERS COMP	12 18 03	00 00 0000	11196.77	650	0	11846.77	11152.4	5450	70200	86802.4	98649.17
2004	FIRE	WORKERS COMP	01 09 04	00 00 0000	1112	32296.08	54669.14	88077.22	3476	49935.47	176969.86	230381.33	318458.55
2004	FIRE	REGULATION 32-NO DUTY	12 03 03	03 11 05	2734.31	38759.4	23083.68	64577.39	0	0	0	0	64577.39

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													TOTAL	TOTAL
FY	DEPARTMENT	LINE OF COVERAGE	LOSS DATE	CLOSE DATE	EXP PMTS	MED PMTS	IND PMTS	TOTAL PAID	EXP RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED	
2004	FIRE	WORKERS COMP	10 01 03	00 00 0000	3388.54	0	0	3388.54	4111.46	2000	70200	76311.46	79700	
2004	FIRE	REGULATION 32-MEDICAL ONLY	10 31 03	00 00 0000	13954.62	175	0	14129.62	11101.12	7500	35100	53701.12	67830.74	
2004	FIRE	REGULATION 32-NO DUTY	02 24 04	10 17 05	513.68	50841.85	0	51355.53	0	0	0	0	51355.53	
2004	FIRE	WORKERS COMP	12 17 03	12 22 05	18181.98	16048.19	60000	94230.17	0	0	0	0	94230.17	
2004	FIRE	WORKERS COMP	12 12 03	02 25 05	10927.47	1172.51	70000	82099.98	0	0	0	0	82099.98	
2004	FIRE	REGULATION 32-LIGHT DUTY	02 27 04	08 05 04	434	63971.31	0	64405.31	0	0	0	0	64405.31	
2004	FIRE	REGULATION 32-LIGHT DUTY	04 12 04	00 00 0000	392	92813.84	1278.94	94484.78	6260	9473.38	34601.06	50334.44	144819.22	
2004	FIRE	REGULATION 32-LIGHT DUTY	01 17 04	00 00 0000	641.19	27255.61	24793.8	52690.6	2460	3215.06	16971.25	22646.31	75336.91	
2004	FIRE	WORKERS COMP	01 11 04	00 00 0000	1900.19	25300.35	242	27442.54	9044.05	29821.22	3208	42073.27	69515.81	
2004	FIRE	WORKERS COMP	09 30 03	00 00 0000	1678.38	0	0	1678.38	13321.62	4500	76700	94521.62	96200	
2004	FIRE	WORKERS COMP	03 25 04	00 00 0000	13603.75	6030.15	63858.83	83492.73	17637.14	141150	40020	198807.14	282299.87	
2004	COURTS	REGULATION 32-LIGHT DUTY	01 28 04	00 00 0000	2109.47	28037.78	13110	43257.25	3492	22423.25	30360	56275.25	99532.5	
2004	COURTS	REGULATION 32-NO DUTY	07 07 03	00 00 0000	1229.31	37765.58	0	38994.89	11834.85	37843.13	6965	56642.98	95637.87	
2004	MDO	WORKERS COMP	11 07 03	00 00 0000	7926.85	13176.77	47374.54	68478.16	9614.1	13231.9	66197.8	89043.8	157521.96	
2004	MDO	WORKERS COMP	07 13 03	00 00 0000	13220.8	1818.7	0	15039.5	3008.54	17820	34424	55252.54	70292.04	
2004	MDO	WORKERS COMP	02 01 04	00 00 0000	5011.88	388.15	0	5400.03	10994.29	15000	70000	95994.29	101394.32	
2004	MAYOR'S OFFICE	WORKERS COMP	10 16 03	08 11 05	7361.13	6638.11	52431.21	66430.45	0	0	0	0	66430.45	
2004	FINANCE	REGULATION 32-LIGHT DUTY	09 09 03	00 00 0000	2867.36	35761.37	606.95	39235.68	2096.85	7554.24	18200	27851.09	67086.77	
2004	FLEET	REGULATION 32-MEDICAL ONLY	01 12 04	00 00 0000	2425.39	3646.77	20105.45	26177.61	8000	38000	4044.55	50044.55	76222.16	
2004	FLEET	REGULATION 32-NO DUTY	09 16 03	00 00 0000	3577.71	49605.04	0	53182.75	3167	240.2	3945	7352.2	60534.95	
2004	POLICE	HEART LUNG - LIGHT DUTY	06 21 04	00 00 0000	3077.67	20379.55	29596.98	53054.2	5225.36	31708.62	4553.5	41487.48	94541.68	
2004	POLICE	REGULATION 32-MEDICAL ONLY	07 30 03	00 00 0000	648	21207.23	646.31	22501.54	1948	45872.58	22674.69	70495.27	92996.81	
2004	POLICE	HEART LUNG - LIGHT DUTY	03 22 04	00 00 0000	720	28462.19	15.45	29197.64	1780	17837.81	12877.55	32495.36	61693	
2004	POLICE	HEART LUNG - LIGHT DUTY	03 02 04	00 00 0000	4012.48	27719.53	7702.1	39434.11	4824	3503.36	6900	15227.36	54661.47	
2004	POLICE	HEART LUNG - LIGHT DUTY	03 25 04	00 00 0000	2173.58	37529.52	481.13	40184.23	1750	12482.86	18200	32432.86	72617.09	
2004	POLICE	REGULATION 32-NO DUTY	12 31 03	00 00 0000	24	492.17	0	516.17	2388	57478.7	17741	77607.7	78123.87	
2004	POLICE	REGULATION 32-LIGHT DUTY	10 06 03	00 00 0000	80	8228.7	338.22	8646.92	1420	64771.3	675	66866.3	75513.22	
2004	POLICE	GAP-PENDING PENSION APPROVAL	05 03 04	11 28 05	14448.64	20563.61	74705.09	109717.34	0	0	0	0	109717.34	
2004	POLICE	REGULATION 32-LIGHT DUTY	12 09 03	00 00 0000	3248	19875.79	16819.45	39943.24	7184	42517.59	9105.44	58807.03	98750.27	
2004	POLICE	REGULATION 32-NO DUTY	08 11 03	00 00 0000	1021.88	20206.09	0	21227.97	1806	25112.61	5400	32318.61	53546.58	
2004	POLICE	REGULATION 32-NO DUTY	12 20 03	00 00 0000	2219.72	132223.06	0	134442.78	17780.28	367776.94	240109	625666.22	760109	
2004	POLICE	REGULATION 32-LIGHT DUTY	07 06 03	00 00 0000	2535.11	44273.46	0	46808.57	1004	986.51	8151	10141.51	56950.08	
2004	POLICE	HEART LUNG - LIGHT DUTY	03 19 04	00 00 0000	14552.93	4730.89	686.37	19970.19	791.71	27823.63	142833.63	171448.95	191419.14	
2004	POLICE	HEART LUNG - NO DUTY	11 11 03	00 00 0000	3498.16	132173.96	0	135672.12	10598.27	351463.95	253125	615187.22	750859.34	
2004	POLICE	REGULATION 32-LIGHT DUTY	05 31 04	00 00 0000	964	36098.08	2280.82	39342.9	2536	1241.92	15659.18	19437.1	58780	
2004	POLICE	WORKERS COMP	02 09 04	00 00 0000	5819.66	6113.55	41189.2	53122.41	5293.79	7740.61	33759.8	46794.2	99916.61	
2004	POLICE	HEART LUNG - LIGHT DUTY	04 20 04	00 00 0000	22534.07	9680.29	11554.36	43768.72	8821	11340	13722.22	33883.22	77651.94	
2004	POLICE	REGULATION 32-LIGHT DUTY	08 13 03	00 00 0000	1214.48	48949.36	724.91	50888.75	1285.52	1750.64	4585.09	7621.25	58510	
2004	POLICE	REGULATION 32-NO DUTY	06 28 04	00 00 0000	544	18774.85	0	19318.85	956	32525.15	19755	53236.15	72555	
2004	POLICE	REGULATION 32-LIGHT DUTY	12 13 03	00 00 0000	1971	37453.32	0	39424.32	5145	36507.33	16875	58527.33	97951.65	
2004	POLICE	HEART LUNG - NO DUTY	11 07 03	08 10 05	2077.87	18938.26	35329.36	56345.49	0	0	0	0	56345.49	
2004	POLICE	WORKERS COMP	09 04 03	00 00 0000	474	742.62	0	1216.62	12976	17477.38	115134	145587.38	146804	
2004	POLICE	REGULATION 32-LIGHT DUTY	12 06 03	00 00 0000	382.75	13223.3	9429.51	23035.56	443.19	34042.21	1350	35835.4	58870.96	
2004	POLICE	REGULATION 32-LIGHT DUTY	08 17 03	00 00 0000	240	6400.88	40.12	6681	3492	61036.04	16875	81403.04	88084.04	
2004	POLICE	WORKERS COMP	10 02 03	00 00 0000	357.68	16539.28	1267.93	18164.89	1392.32	20710.72	16932.07	39035.11	57200	
2004	POLICE	REGULATION 32-LIGHT DUTY	04 01 04	00 00 0000	10774.98	9390.83	2810.36	22976.17	8500	6100	16853	31453	54429.17	
2004	POLICE	HEART LUNG - NO DUTY	06 09 04	00 00 0000	676.12	21779.55	1032.14	23487.81	1340	5579.58	27600	34519.58	58007.39	
2004	POLICE	WORKERS COMP	10 23 03	01 03 05	760.1	20655.9	121167.12	142583.12	0	0	0	0	142583.12	
2004	POLICE	REGULATION 32-LIGHT DUTY	11 25 03	00 00 0000	1442.11	27119.84	25375.16	53937.11	3077.89	23967.8	16396.52	43442.21	97379.32	
2004	POLICE	HEART LUNG - LIGHT DUTY	11 16 03	00 00 0000	675.73	29372.95	53844.6	83893.28	7312.27	5475.44	78406.5	91194.21	175087.49	
2004	POLICE	HEART LUNG - LIGHT DUTY	12 17 03	00 00 0000	617.06	15546.26	6889.81	23053.13	882.94	27453.74	1210.19	29546.87	52600	

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS DATE	CLOSE DATE	EXP PMTS	MED PMTS	IND PMTS	TOTAL PAID	EXP RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED
2004	POLICE	REGULATION 32-LIGHT DUTY	02 19 04	00 00 0000	9161.3	21509.23	3085.79	33756.32	8886.6	20797.27	92316.58	122000.45	155756.77
2004	POLICE	REGULATION 32-LIGHT DUTY	02 17 04	00 00 0000	1716.81	14317.38	187.4	16221.59	9421.79	20424.33	44741.78	74587.9	90809.49
2004	POLICE	REGULATION 32-NO DUTY	02 10 04	00 00 0000	3467.34	103355.11	8444.74	115267.19	7948.66	829.92	8805.26	17583.84	132851.03
2004	POLICE	REGULATION 32-NO DUTY	12 13 03	00 00 0000	474.74	2831.41	0	3306.15	9533.26	35837.48	17550	62920.74	66226.89
2004	POLICE	HEART LUNG - LIGHT DUTY	11 21 03	00 00 0000	849.5	35660.99	16031.38	52541.87	3863.43	19143.61	7278.54	30285.58	82827.45
2004	POLICE	REGULATION 32-LIGHT DUTY	07 08 03	00 00 0000	10997.37	16759.77	8459.21	36216.35	7455	10136.2	29313.6	46904.8	83121.15
2004	POLICE	PENSIONER SERVICE CONNECTED	02 06 04	00 00 0000	959.84	51261.96	2403.71	54625.51	2228	35635.94	70023.06	107887	162512.51
2004	POLICE	REGULATION 32-NO DUTY	08 05 03	00 00 0000	498.5	18264.51	8511.04	27274.05	2444	44760.26	25155.24	72359.5	99633.55
2004	POLICE	WORKERS COMP	09 30 03	00 00 0000	14551.32	0	0	14551.32	4945.53	0	34424	39369.53	53920.85
2004	POLICE	HEART LUNG - NO DUTY	01 06 04	00 00 0000	2124.12	0	0	2124.12	4375.88	50000	0	54375.88	56500
2004	POLICE	HEART LUNG - NO DUTY	12 20 03	00 00 0000	3338.95	683178.65	173.64	686691.24	4859.45	776532.33	34926.36	816318.14	1503009.38
2004	POLICE	REGULATION 32-LIGHT DUTY	09 28 03	00 00 0000	248	5216.84	1576.06	7040.9	1502	44533.16	16623.94	62659.1	69700
2004	POLICE	REGULATION 32-LIGHT DUTY	09 08 03	00 00 0000	2211.08	29601.73	4025.36	35838.17	4686.36	7696.41	9210.69	21593.46	57431.63
2004	POLICE	REGULATION 32-NO DUTY	12 30 03	00 00 0000	4722.91	90553.28	0	95276.19	8242.58	18288.06	68170	94700.64	189976.83
2004	POLICE	REGULATION 32-LIGHT DUTY	10 03 03	00 00 0000	1312.93	26277.51	18379.57	45970.01	2250	16750	18200	37200	83170.01
2004	POLICE	REGULATION 32-NO DUTY	02 10 04	00 00 0000	17167.19	37790.36	33392.44	88349.99	2183.26	9198.1	0.26	11381.62	99731.61
2004	POLICE	WORKERS COMP	02 11 04	00 00 0000	2325.9	22952.26	9189.28	34467.44	10098.1	27658.48	68625.56	106382.14	140849.58
2004	POLICE	HEART LUNG - LIGHT DUTY	12 20 03	00 00 0000	1026.32	172670.03	0	173696.35	7973.68	292229.97	21579	321782.65	495479
2004	POLICE	HEART LUNG - NO DUTY	06 29 04	00 00 0000	888	31434.79	425.27	32748.06	1220	40628.73	10350	52198.73	84946.79
2004	POLICE	HEART LUNG - LIGHT DUTY	12 18 03	00 00 0000	5030.95	17745.96	888.42	23665.33	5430	28065.17	9360	42855.17	66520.5
2004	POLICE	REGULATION 32-LIGHT DUTY	02 03 04	00 00 0000	635.69	42933.79	14545.47	58114.95	1196	46331.98	38229.09	85757.07	143872.02
2004	POLICE	HEART LUNG - LIGHT DUTY	04 21 04	00 00 0000	543.39	22910.95	23763.68	47218.02	1334.61	6994.49	3771.27	12100.37	59318.39
2004	POLICE	REGULATION 32-LIGHT DUTY	10 14 03	00 00 0000	1355.9	25649.48	0	27005.38	3984	57272.6	9450	70706.6	97711.98
2004	POLICE	REGULATION 32-NO DUTY	10 02 03	00 00 0000	14229.38	8845.87	38232.87	61308.12	3802.39	12652.93	157950	174405.32	235713.44
2004	PRISIONS	REGULATION 32-MEDICAL ONLY	04 25 04	00 00 0000	2645.77	10175.18	20718.06	33539.01	9103.23	17710	77475.78	104289.01	137828.02
2004	PRISIONS	WORKERS COMP	04 22 04	00 00 0000	9189.59	6580.8	0	15770.39	12934.21	7500	107640	128074.21	143844.6
2004	PRISIONS	WORKERS COMP	07 15 03	00 00 0000	3727.29	87454.59	55	91236.88	18965.27	4324.74	19865	43155.01	134391.89
2004	PRISIONS	WORKERS COMP	05 28 04	00 00 0000	7233.69	16679.37	47511.42	71424.48	13642.88	12426.18	53820	79889.06	151313.54
2004	PRISIONS	WORKERS COMP	08 26 03	00 00 0000	2562.87	30953.04	0	33515.91	8293.76	29860	22135	60288.76	93804.67
2004	SHERIFFS	WORKERS COMP	03 01 04	00 00 0000	7646.71	126.05	55354.95	63127.71	11390	10500	13645.05	35535.05	98662.76
2004	WATER	REGULATION 32-LIGHT DUTY	09 29 03	00 00 0000	3502.85	70283.37	6846.42	80632.64	4948.15	80597.91	5385.58	90931.64	171564.28
2004	WATER	REGULATION 32-MEDICAL ONLY	06 27 04	00 00 0000	3123	24552.56	9698.72	37374.28	1316	31226.21	19526.59	52068.8	89443.08
2004	WATER	REGULATION 32-LIGHT DUTY	08 16 03	00 00 0000	2202.81	12208.74	60682.62	95094.17	5544.18	8360.91	16092.23	29997.32	125091.49
2004	WATER	REGULATION 32-LIGHT DUTY	06 17 04	00 00 0000	472.95	22770.85	0	23243.8	1484	59232.9	6105	68821.9	90065.7
2004	WATER	REGULATION 32-MEDICAL ONLY	11 19 03	00 00 0000	5555.45	66893.89	21818.05	94267.39	9898	9732.77	42783.36	62414.13	156681.52
2004	WATER	REGULATION 32-LIGHT DUTY	06 08 04	00 00 0000	1396.33	15738.18	596.24	17730.75	6022.19	14369.58	26489.76	46881.53	64612.28
2004 Count					136	136	136	136	136	136	136	136	136
2004 Total					631141.73	4557444	2085868.8	7274454.53	775554.3	4579360.58	4571659.41	9926574.29	17201028.82
2005	BOARD LIBRARY	REGULATION 32-LIGHT DUTY	01 05 05	00 00 0000	1151.37	9943.28	12751.13	23845.78	7750	11537.39	18200	37487.39	61333.17
2005	BOARD LIBRARY	REGULATION 32-MEDICAL ONLY	09 17 04	00 00 0000	3259.79	33778.41	4679.04	41717.24	3750	14050	14780.72	32580.72	74297.96
2005	CITY COUNCIL	REGULATION 32-MEDICAL ONLY	08 04 04	00 00 0000	733.74	23304.94	97.99	24136.67	616.26	55305.06	11603.01	67524.33	91661
2005	COMMERCE	REGULATION 32-MEDICAL ONLY	07 12 04	00 00 0000	8048.77	1521.03	18792.38	28362.18	10219.41	4611.66	8737.56	23568.63	51930.81
2005	PUBLIC PROPERTY	REGULATION 32-NO DUTY	11 16 04	00 00 0000	2633.62	55490.9	0	58124.52	1815.13	37224.9	17400	56440.03	114564.55
2005	RECREATION	WORKERS COMP	08 18 04	00 00 0000	2753.81	24924.45	7529.85	35208.11	5500	6916.56	20443.43	32859.99	68068.1
2005	REVENUE	REGULATION 32-MEDICAL ONLY	08 16 04	00 00 0000	396.27	11878.94	0	12275.21	8904	30172.87	2194	41270.87	53546.08
2005	STREETS	REGULATION 32-NO DUTY	01 20 05	00 00 0000	8201.47	21176.84	0	29378.31	7291.28	15465.25	10177	32933.53	62311.84
2005	STREETS	REGULATION 32-LIGHT DUTY	12 28 04	00 00 0000	360	25579.46	113.72	26053.18	8896	54594.38	1300.95	64791.33	90844.51
2005	STREETS	WORKERS COMP	12 06 04	00 00 0000	12942.13	29832.8	20609.25	63384.18	13821.21	3957.3	2390.75	20169.26	83553.44
2005	STREETS	WORKERS COMP	10 29 04	00 00 0000	19288.89	11962.91	40072.45	71324.25	4000	0	14868.61	18868.61	90192.86
2005	STREETS	REGULATION 32-NO DUTY	02 16 05	00 00 0000	1928.99	62633.19	0	64562.18	3548.64	6333.24	12018	21899.88	86462.06
2005	STREETS	REGULATION 32-LIGHT DUTY	09 13 04	00 00 0000	608	47435.83	7459.75	55503.58	2720	258.14	248.37	3226.51	58730.09

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS	CLOSE	EXP	MED PMTS	IND PMTS	TOTAL	EXP	MED RES	IND RES	TOTAL	TOTAL
			DATE	DATE	PMTS			PAID	RES			RES	INCURRED
2005	STREETS	REGULATION 32-LIGHT DUTY	08 24 04	00 00 0000	32	558.02	0	590.02	2968	67041.98	604	70613.98	71204
2005	STREETS	REGULATION 32-LIGHT DUTY	08 04 04	00 00 0000	2826.99	8456.37	11711.32	22994.68	3451.6	6042.32	23567.28	33061.2	56055.88
2005	STREETS	REGULATION 32-LIGHT DUTY	12 29 04	00 00 0000	527	8227.12	345.8	9099.92	17890	16200	21965	56055	65154.92
2005	STREETS	REGULATION 32-LIGHT DUTY	09 28 04	00 00 0000	1125.6	40143.24	2131.56	43400.4	3484	41489	83428	128401	171801.4
2005	STREETS	REGULATION 32-NO DUTY	12 07 04	00 00 0000	940.25	9598.74	0	10538.99	5809.75	39251.26	11409	56470.01	67009
2005	STREETS	REGULATION 32-LIGHT DUTY	07 20 04	00 00 0000	2784.54	38383.18	2153.06	43320.78	3570.48	24930.26	4207.78	32708.52	76029.3
2005	STREETS	REGULATION 32-LIGHT DUTY	08 22 04	00 00 0000	1315.27	42653.64	0	43968.91	6932.73	44496.27	1718	53147	97115.91
2005	STREETS	REGULATION 32-NO DUTY	01 27 05	00 00 0000	9475.66	43293.31	5213.15	57982.12	7586.5	17903.79	6950.85	32441.14	90423.26
2005	STREETS	REGULATION 32-NO DUTY	12 28 04	00 00 0000	8893.38	78573.66	14835.93	102302.97	49556.72	188412.07	23575.07	261543.86	363846.83
2005	DHS	REGULATION 32-MEDICAL ONLY	08 02 04	00 00 0000	1034.3	1348.63	0	2382.93	6500	4500	51750	62750	65132.93
2005	DHS	REGULATION 32-NO DUTY	10 30 04	00 00 0000	1781.74	16571.04	0	18352.78	7412.26	14344.74	18200	39957	58309.78
2005	FIRE	WORKERS COMP	12 07 04	00 00 0000	3123.63	977.8	14503.74	18605.17	3696	5300	26517	35513	54118.17
2005	FIRE	REGULATION 32-NO DUTY	03 09 05	00 00 0000	1063.01	15710.87	2101.1	18874.98	2935.19	68239.21	16514.9	87689.3	106564.28
2005	FIRE	WORKERS COMP	02 13 05	00 00 0000	1490.66	0	0	1490.66	13509.34	8000	74464	95973.34	97464
2005	FIRE	WORKERS COMP	07 12 04	00 00 0000	7479.93	650	0	8129.93	4943	2500	49680	57123	65252.93
2005	FIRE	REGULATION 32-NO DUTY	02 15 05	00 00 0000	17544.04	142831.08	0	160375.12	58499.28	397729.07	186160	642388.35	802763.47
2005	FIRE	WORKERS COMP	11 17 04	00 00 0000	7064.85	0	0	7064.85	10435.15	5050	35880	51365.15	58430
2005	FIRE	REGULATION 32-NO DUTY	02 20 05	00 00 0000	1393.1	33341.86	0	34734.96	6654.9	48188.72	2864	57707.62	92442.58
2005	FIRE	WORKERS COMP	08 31 04	00 00 0000	6408.65	875	0	7283.65	12091.35	4125	107640	123856.35	131140
2005	FIRE	REGULATION 32-LIGHT DUTY	02 15 05	00 00 0000	48	35569.93	0	35617.93	650	32765.99	2148	35563.99	71181.92
2005	FIRE	WORKERS COMP	09 01 04	00 00 0000	2389.95	650	0	3039.95	10610.05	4350	35880	50840.05	53880
2005	FIRE	WORKERS COMP	08 20 04	00 00 0000	15358	344.16	49778.57	65480.73	1642	14655.84	658609.43	674907.27	740388
2005	COURTS	REGULATION 32-LIGHT DUTY	08 04 04	00 00 0000	608	13037.58	37.08	13682.66	2896	19697.08	13800	36393.08	50075.74
2005	ALLIED ACTION	REGULATION 32-NO DUTY	04 13 05	00 00 0000	9744.68	6305.09	27000	43049.77	6652.85	39.1	23616	30307.95	73357.72
2005	ALLIED ACTION	REGULATION 32-LIGHT DUTY	05 20 05	00 00 0000	2617.85	13934.36	6690.89	23243.1	5500	25000	35104.68	65604.68	88847.78
2005	POLICE	HEART LUNG - NO DUTY	04 05 05	00 00 0000	1710.35	124363.29	0	126073.64	1084.51	3566.42	10000	14650.93	140724.57
2005	POLICE	HEART LUNG - NO DUTY	08 10 04	00 00 0000	384	25498.77	0	25882.77	5260	80689.19	35861	121810.19	147692.96
2005	POLICE	REGULATION 32-LIGHT DUTY	11 24 04	00 00 0000	1087.43	31714.08	308.46	33109.97	1452.57	45117.97	9824	56394.54	89504.51
2005	POLICE	HEART LUNG - LIGHT DUTY	10 14 04	00 00 0000	1020.25	13098.62	8747.43	22866.3	3750	11896.99	18201	33847.99	56714.29
2005	POLICE	HEART LUNG - LIGHT DUTY	08 16 04	00 00 0000	2706.99	6111.78	52730.89	61549.66	4328.96	5000	527	9855.96	71405.62
2005	POLICE	HEART LUNG - LIGHT DUTY	08 31 04	00 00 0000	512	23546.95	7982.59	32041.54	988	32293.05	9957.41	43238.46	75280
2005	POLICE	REGULATION 32-NO DUTY	10 10 04	00 00 0000	784	18501.69	4728.59	24014.28	500	41590	13800	55890	79904.28
2005	POLICE	HEART LUNG - LIGHT DUTY	02 25 05	00 00 0000	1812.27	17132.25	942.85	19887.37	3250	10746.01	18200	32196.01	52083.38
2005	POLICE	HEART LUNG - NO DUTY	03 01 05	10 27 05	321.2	68823.97	0	69145.17	0	0	0	0	69145.17
2005	POLICE	HEART LUNG - NO DUTY	11 14 04	00 00 0000	160	17405.06	0	17565.06	1340	27444.94	17187	45971.94	63537
2005	POLICE	REGULATION 32-NO DUTY	06 15 05	00 00 0000	67.3	1274.9	0	1342.2	472.7	47540.39	716	48729.09	50071.29
2005	POLICE	REGULATION 32-LIGHT DUTY	03 14 05	00 00 0000	714.92	10380.01	0	11094.93	4285.08	30219.99	4768	39273.07	50368
2005	POLICE	HEART LUNG - NO DUTY	05 11 05	00 00 0000	490.53	14065.29	0	14555.82	1009.47	31734.71	21480	54224.18	68780
2005	POLICE	HEART LUNG - LIGHT DUTY	12 23 04	00 00 0000	605.94	32882.52	0	33488.46	1894.06	10517.48	16596	29007.54	62496
2005	POLICE	HEART LUNG - NO DUTY	03 14 05	00 00 0000	392	5498.34	951.8	6842.14	1608	30101.66	17664.2	49373.86	56216
2005	POLICE	HEART LUNG - LIGHT DUTY	01 06 05	00 00 0000	3663.43	18630.7	130.72	22424.85	6951	11513.42	18200	36664.42	59089.27
2005	POLICE	HEART LUNG - NO DUTY	06 15 05	00 00 0000	488.81	7806.69	0	8295.5	10543.19	63315.93	14432	88291.12	96586.62
2005	POLICE	HEART LUNG - NO DUTY	10 03 04	00 00 0000	2854.32	41015.39	1447.99	45317.7	1645.68	71234.61	46237.01	119117.3	164435
2005	POLICE	REGULATION 32-MEDICAL ONLY	09 09 04	00 00 0000	2469.65	86366.06	0	88835.71	2444	84510.54	11514	98468.54	187304.25
2005	POLICE	REGULATION 32-LIGHT DUTY	09 14 04	00 00 0000	512	32478.11	6472.38	39462.49	1468	5041.95	17940	24449.95	63912.44
2005	POLICE	HEART LUNG - NO DUTY	02 21 05	00 00 0000	96	10563.33	0	10659.33	4904	23636.67	25776	54316.67	64976
2005	POLICE	HEART LUNG - NO DUTY	08 29 04	00 00 0000	664	20355.67	4862.75	25882.42	3872	20697.32	7899.67	32468.99	58351.41
2005	POLICE	REGULATION 32-LIGHT DUTY	05 01 05	00 00 0000	344.91	13205.97	14180.85	27731.73	3898.86	19452.45	11341.5	34692.81	62424.54
2005	PRISONS	REGULATION 32-MEDICAL ONLY	07 05 04	00 00 0000	2569.04	22398.69	0	24967.73	1656	5604.85	168000	175260.85	200228.58
2005	PRISONS	REGULATION 32-NO DUTY	03 26 05	00 00 0000	314.2	10570.9	1069.93	11955.03	257.8	32485.61	12628.07	45371.48	57326.51
2005	PRISONS	REGULATION 32-LIGHT DUTY	10 07 04	00 00 0000	1056.63	15504.85	259.64	16821.12	11000	23600	7639	42239	59060.12

CITY OF PHILADELPHIA - CLAIMS IN GREATER THAN OR EQUAL TO \$50,000 - VALUED AS OF 12/31/2005													
FY	DEPARTMENT	LINE OF COVERAGE	LOSS DATE	CLOSE DATE	EXP PMTS	MED PMTS	IND PMTS	TOTAL PAID	EXP RES	MED RES	IND RES	TOTAL RES	TOTAL INCURRED
2005	PRISONS	REGULATION 32-LIGHT DUTY	08 13 04	00 00 0000	496.72	16501	0	16997.72	2936	19560.6	27482.88	49979.48	66977.2
2005	SHERIFFS	REGULATION 32-LIGHT DUTY	09 08 04	00 00 0000	920.55	20949.77	0	21870.32	1452	40287.92	12240	53979.92	75850.24
2005	SHERIFFS	REGULATION 32-LIGHT DUTY	09 28 04	00 00 0000	5213.87	7542.92	1200	13956.79	14595.3	44470.84	13408	72474.14	86430.93
2005	WATER	REGULATION 32-LIGHT DUTY	03 07 05	00 00 0000	2906.31	2716.26	441.17	6063.74	10125.69	33363.07	28080	71568.76	77632.5
2005	WATER	REGULATION 32-LIGHT DUTY	08 25 04	00 00 0000	1430.16	12287.88	24540.79	38258.83	3492	5893.05	51933.56	61318.61	99577.44
2005	WATER	REGULATION 32-MEDICAL ONLY	10 19 04	00 00 0000	1733.28	6413.04	0	8146.32	7100	28400	38200	73700	81846.32
2005	WATER	REGULATION 32-MEDICAL ONLY	08 19 04	00 00 0000	10047.01	24188.08	46271.1	80506.19	12901.23	42381.78	47209.72	102492.73	182998.92
2005	WATER	REGULATION 32-LIGHT DUTY	10 15 04	00 00 0000	7084.26	3864.47	18920.47	29869.2	4955.74	63013.13	1664.53	69633.4	99502.6
2005 Count					72	72	72	72	72	72	72	72	72
2005 Total					227012.26	1695155	444798.16	2366965.38	472130.92	2387600.99	2407222.94	5266954.85	7633920.23
Grand Count					310	310	310	310	310	310	310	310	310
Grand Total					2316117.7	9021608.7	6103047.4	17440773.9	1832528.2	8616974.95	12661464.4	23110967.5	40551741.4

Exhibit 12

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2003	AUDITING DEPT CITY COMPTROLLER	CLOSED	2	16	3099.32	0	3115.32	0	0	0	0	3115.32
	AUDITING DEPT CITY COMPTROLLER Total		2	16	3099.32	0	3115.32	0	0	0	0	3115.32
2003	BD OF REVISION OF TAXES -	CLOSED	1	0	5828.77	0	5828.77	0	0	0	0	5828.77
	BD OF REVISION OF TAXES - Total		1	0	5828.77	0	5828.77	0	0	0	0	5828.77
2003	BOARD OF LICENSES INSPECTIONS	CLOSED	23	633.3	20920.89	0	21554.19	0	0	0	0	21554.19
	BOARD OF LICENSES/INSPECTIONS Total		23	633.3	20920.89	0	21554.19	0	0	0	0	21554.19
2003	BOARD OF REVISION OF TAXES	CLOSED	2	0	2586.6	0	2586.6	0	0	0	0	2586.6
	BOARD OF REVISION OF TAXES Total		2	0	2586.6	0	2586.6	0	0	0	0	2586.6
2003	BOARD OF TRUSTEES FREE LIBRARY	CLOSED	60	342.95	34272.81	0	34615.76	0	0	0	0	34615.76
2003	BOARD OF TRUSTEES FREE LIBRARY	OPEN	3	400.2	15306.72	0	15706.92	1504.14	16172.5	100	17776.64	33483.56
	BOARD OF TRUSTEES/FREE LIBRARY Total		63	743.15	49579.53	0	50322.68	1504.14	16172.5	100	17776.64	68099.32
2003	CITY COMMISSIONERS	CLOSED	10	13675.55	11300.34	20617.94	45593.83	0	0	0	0	45593.83
	CITY COMMISSIONERS Total		10	13675.55	11300.34	20617.94	45593.83	0	0	0	0	45593.83
2003	CITY COUNCIL	CLOSED	6	2459.28	41995.02	0	44454.3	0	0	0	0	44454.3
	CITY COUNCIL Total		6	2459.28	41995.02	0	44454.3	0	0	0	0	44454.3
2003	CLERK OF QUARTER SESSIONS	CLOSED	11	883.09	58000.42	0	58883.51	0	0	0	0	58883.51
	CLERK OF QUARTER SESSIONS Total		11	883.09	58000.42	0	58883.51	0	0	0	0	58883.51
2003	COMMISSION ON HUMAN RELATIONS	CLOSED	2	466.37	10382.37	0	10848.74	0	0	0	0	10848.74
	COMMISSION ON HUMAN RELATIONS Total		2	466.37	10382.37	0	10848.74	0	0	0	0	10848.74
2003	DEPARTMENT OF COMMERCE	CLOSED	87	64602.39	159583.32	50600.86	274786.57	0	0	0	0	274786.57
2003	DEPARTMENT OF COMMERCE	OPEN	2	854.44	48582.84	0	49437.28	1426	21395.46	5600	28421.46	77858.74
	DEPARTMENT OF COMMERCE Total		89	65456.83	208166.16	50600.86	324223.85	1426	21395.46	5600	28421.46	352645.31
2003	DEPARTMENT OF PUBLIC HEALTH	CLOSED	59	4341.52	96569.68	0	100911.2	0	0	0	0	100911.2
2003	DEPARTMENT OF PUBLIC HEALTH	OPEN	3	23967.16	40773.2	57407.35	122147.71	19772.73	50742.31	85873.73	156388.77	278536.48
	DEPARTMENT OF PUBLIC HEALTH Total		62	28308.68	137342.88	57407.35	223058.91	19772.73	50742.31	85873.73	156388.77	379447.68
2003	DEPARTMENT OF PUBLIC PROPERTY	CLOSED	30	4300.28	72485.3	357.68	77143.26	0	0	0	0	77143.26
	DEPARTMENT OF PUBLIC PROPERTY Total		30	4300.28	72485.3	357.68	77143.26	0	0	0	0	77143.26
2003	DEPARTMENT OF RECORDS	CLOSED	5	3981.32	21115.47	149134.11	174230.9	0	0	0	0	174230.9
2003	DEPARTMENT OF RECORDS	OPEN	1	168	3805.36	0	3973.36	436	2772.47	0	3208.47	7181.83
	DEPARTMENT OF RECORDS Total		6	4149.32	24920.83	149134.11	178204.26	436	2772.47	0	3208.47	181412.73
2003	DEPARTMENT OF RECREATION	CLOSED	106	6315.13	90309.07	33	96657.2	0	0	0	0	96657.2
2003	DEPARTMENT OF RECREATION	OPEN	3	61801.59	196547.07	139715	398063.66	58636.81	53309.25	183952.58	295898.64	693962.3
	DEPARTMENT OF RECREATION Total		109	68116.72	286856.14	139748	494720.86	58636.81	53309.25	183952.58	295898.64	790619.5
2003	DEPARTMENT OF REVENUE	CLOSED	10	81.07	10600.19	0	10681.26	0	0	0	0	10681.26
2003	DEPARTMENT OF REVENUE	OPEN	1	8	4608.65	0	4616.65	0	0.77	400	400.77	5017.42
	DEPARTMENT OF REVENUE Total		11	89.07	15208.84	0	15297.91	0	0.77	400	400.77	15698.68
2003	DEPARTMENT OF STREETS	CLOSED	1192	306123.8	1219470.76	149664.71	1675259.27	0	0	0	0	1675259.27
2003	DEPARTMENT OF STREETS	OPEN	36	142728.82	452918.18	187931.36	783578.36	161960.51	289903.21	361160.3	813024.02	1596602.38
	DEPARTMENT OF STREETS Total		1228	448852.62	1672388.94	337596.07	2458837.63	161960.51	289903.21	361160.3	813024.02	3271861.65
2003	DEPT OF LICENSING INSPECTIONS	CLOSED	81	3447.5	125862.74	5785.71	135095.95	0	0	0	0	135095.95
2003	DEPT OF LICENSING INSPECTIONS	OPEN	2	435.92	28506.47	0	28942.39	2264.08	9065.69	3000	14329.77	43272.16
	DEPT OF LICENSING/INSPECTIONS Total		83	3883.42	154369.21	5785.71	164038.34	2264.08	9065.69	3000	14329.77	178368.11
2003	DEPT PUBLIC WELFARE HUMAN SERV	CLOSED	210	8695.17	269440.18	0	278135.35	0	0	0	0	278135.35
2003	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	15	27212.76	188942.74	50111	266266.5	33769.78	123395.35	95534.38	252699.51	518966.01
	DEPT PUBLIC WELFARE/HUMAN SERV Total		225	35907.93	458382.92	50111	544401.85	33769.78	123395.35	95534.38	252699.51	797101.36

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2003	DISTRICT ATTORNEY'S OFFICE	CLOSED	10	4694.5	19867.1	874.71	25436.31	0	0	0	0	25436.31
2003	DISTRICT ATTORNEY'S OFFICE	OPEN	2	150	32182.63	0	32332.63	20218	121763.43	3375	145356.43	177689.06
	DISTRICT ATTORNEY'S OFFICE Total		12	4844.5	52049.73	874.71	57768.94	20218	121763.43	3375	145356.43	203125.37
2003	FAIRMOUNT PARK COMMISSION	CLOSED	44	2867.56	58503.02	506	61876.58	0	0	0	0	61876.58
2003	FAIRMOUNT PARK COMMISSION	OPEN	1	20387.62	2888.92	400	23676.54	4472.04	2550	4550	11572.04	35248.58
	FAIRMOUNT PARK COMMISSION Total		45	23255.18	61391.94	906	85553.12	4472.04	2550	4550	11572.04	97125.16
2003	FIRE DEPARTMENT	CLOSED	326	259480.36	465269.32	1075881.2	1800630.88	0	0	0	0	1800630.88
2003	FIRE DEPARTMENT	OPEN	20	203181.89	347741.06	483235.81	1034158.76	158871.18	258899.3	648902.19	1066672.67	2100831.43
	FIRE DEPARTMENT Total		346	462662.25	813010.38	1559117.01	2834789.64	158871.18	258899.3	648902.19	1066672.67	3901462.31
2003	FIRST JUDICIAL DISTRICT	CLOSED	42	656.75	103881.43	0	104538.18	0	0	0	0	104538.18
2003	FIRST JUDICIAL DISTRICT	OPEN	3	1172.01	60704.9	7942.18	69819.09	3190.24	35995.93	52751.82	91937.99	161757.08
	FIRST JUDICIAL DISTRICT Total		45	1828.76	164586.33	7942.18	174357.27	3190.24	35995.93	52751.82	91937.99	266295.26
2003	INFORMATION SERVICES	CLOSED	1	0	347.49	0	347.49	0	0	0	0	347.49
	INFORMATION SERVICES Total		1	0	347.49	0	347.49	0	0	0	0	347.49
2003	LAW DEPARTMENT	CLOSED	6	73.64	7286.63	0	7360.27	0	0	0	0	7360.27
	LAW DEPARTMENT Total		6	73.64	7286.63	0	7360.27	0	0	0	0	7360.27
2003	LICENSES & INSPECTIONS DBL DPR	CLOSED	11	0	3253.43	0	3253.43	0	0	0	0	3253.43
	LICENSES & INSPECTIONS DBL DPR Total		11	0	3253.43	0	3253.43	0	0	0	0	3253.43
2003	MANAGING DIRECTOR	CLOSED	73	19967.83	47286.81	83213.1	150467.74	0	0	0	0	150467.74
2003	MANAGING DIRECTOR	OPEN	1	1721.63	0	0	1721.63	8000	600	662	9262	10983.63
	MANAGING DIRECTOR Total		74	21689.46	47286.81	83213.1	152189.37	8000	600	662	9262	161451.37
2003	MAYOR - OFFICE OF EMPLOYMENT	CLOSED	3	3586.57	3558.76	684.79	7830.12	0	0	0	0	7830.12
	MAYOR - OFFICE OF EMPLOYMENT Total		3	3586.57	3558.76	684.79	7830.12	0	0	0	0	7830.12
2003	MAYOR'S OFFICE	CLOSED	7	56	9117.32	0	9173.32	0	0	0	0	9173.32
	MAYOR'S OFFICE Total		7	56	9117.32	0	9173.32	0	0	0	0	9173.32
2003	O.S.H.A.	CLOSED	8	87.84	15613.37	0	15701.21	0	0	0	0	15701.21
	O.S.H.A. Total		8	87.84	15613.37	0	15701.21	0	0	0	0	15701.21
2003	OFFICE COMMUNITY DEVELOPMENT	CLOSED	4	40	3081.41	0	3121.41	0	0	0	0	3121.41
2003	OFFICE COMMUNITY DEVELOPMENT	OPEN	1	33041.47	7345.62	95172.39	135559.48	3950	11500	144346.16	159796.16	295355.64
	OFFICE COMMUNITY DEVELOPMENT Total		5	33081.47	10427.03	95172.39	138680.89	3950	11500	144346.16	159796.16	298477.05
2003	OFFICE OF DIRECTOR OF FINANCE	CLOSED	4	4163.16	4143.81	0	8306.97	0	0	0	0	8306.97
2003	OFFICE OF DIRECTOR OF FINANCE	OPEN	1	163.17	12398.76	0	12561.93	1917.82	6023.44	401	8342.26	20904.19
	OFFICE OF DIRECTOR OF FINANCE Total		5	4326.33	16542.57	0	20868.9	1917.82	6023.44	401	8342.26	29211.16
2003	OFFICE OF FLEET MANAGEMENT	CLOSED	91	1989.78	127780.21	17959.3	147729.29	0	0	0	0	147729.29
2003	OFFICE OF FLEET MANAGEMENT	OPEN	6	17379.78	100015.67	137646.28	255041.73	13774.87	66349.14	100426.11	180550.12	435591.85
	OFFICE OF FLEET MANAGEMENT Total		97	19369.56	227795.88	155605.58	402771.02	13774.87	66349.14	100426.11	180550.12	583321.14
2003	OFFICE-DIRECTOR OF HOUSING	CLOSED	2	75.88	4220.31	0	4296.19	0	0	0	0	4296.19
	OFFICE-DIRECTOR OF HOUSING Total		2	75.88	4220.31	0	4296.19	0	0	0	0	4296.19
2003	PENSIONERS	CLOSED	1	16	820.38	0	836.38	0	0	0	0	836.38
	PENSIONERS Total		1	16	820.38	0	836.38	0	0	0	0	836.38
2003	PENSIONS	CLOSED	2	0	1264.39	0	1264.39	0	0	0	0	1264.39
	PENSIONS Total		2	0	1264.39	0	1264.39	0	0	0	0	1264.39
2003	PERSONNEL DIRECTOR	CLOSED	1	0	152.24	0	152.24	0	0	0	0	152.24
	PERSONNEL DIRECTOR Total		1	0	152.24	0	152.24	0	0	0	0	152.24
2003	PHILADELPHIA ALLIED ACTION	CLOSED	36	2924.12	22676.05	506	26106.17	0	0	0	0	26106.17

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
	PHILADELPHIA ALLIED ACTION Total		36	2924.12	22676.05	506	26106.17	0	0	0	0	26106.17
2003	POLICE DEPARTMENT	CLOSED	1273	142201.85	1797959.29	438051.71	2378212.85	0	0	0	0	2378212.85
2003	POLICE DEPARTMENT	OPEN	70	298703.87	1251819.22	1027422.73	2577945.82	275496.55	926764.17	2891085.17	4093345.89	6671291.71
	POLICE DEPARTMENT Total		1343	440905.72	3049778.51	1465474.44	4956158.67	275496.55	926764.17	2891085.17	4093345.89	9049504.56
2003	PRISONS	CLOSED	350	100629.72	606006.96	318595.11	1025231.79	0	0	0	0	1025231.79
2003	PRISONS	OPEN	12	84882.66	215346.34	268862.62	569091.62	72353.06	79822.33	563410.14	715585.53	1284677.15
	PRISONS Total		362	185512.38	821353.3	587457.73	1594323.41	72353.06	79822.33	563410.14	715585.53	2309908.94
2003	PROBATION	CLOSED	1	8	328.89	0	336.89	0	0	0	0	336.89
	PROBATION Total		1	8	328.89	0	336.89	0	0	0	0	336.89
2003	PROCUREMENT DEPARTMENT	CLOSED	3	7400.36	32588.86	27658.5	67647.72	0	0	0	0	67647.72
	PROCUREMENT DEPARTMENT Total		3	7400.36	32588.86	27658.5	67647.72	0	0	0	0	67647.72
2003	REGISTER OF WILLS	CLOSED	6	1583.87	52010.98	0	53594.85	0	0	0	0	53594.85
	REGISTER OF WILLS Total		6	1583.87	52010.98	0	53594.85	0	0	0	0	53594.85
2003	SHERIFFS OFFICE	CLOSED	31	2661.19	59495.85	3335.22	65492.26	0	0	0	0	65492.26
2003	SHERIFFS OFFICE	OPEN	3	3229.24	35525.79	0	38755.03	9288.4	44571.5	3814	57673.9	96428.93
	SHERIFFS OFFICE Total		34	5890.43	95021.64	3335.22	104247.29	9288.4	44571.5	3814	57673.9	161921.19
2003	TAX REVIEW BOARD	OPEN	1	880.67	45468.35	0	46349.02	2204	4650.91	35100	41954.91	88303.93
	TAX REVIEW BOARD Total		1	880.67	45468.35	0	46349.02	2204	4650.91	35100	41954.91	88303.93
2003	TRAFFIC COURT	CLOSED	2	0	665.02	0	665.02	0	0	0	0	665.02
	TRAFFIC COURT Total		2	0	665.02	0	665.02	0	0	0	0	665.02
2003	WATER DEPARTMENT	CLOSED	219	517721.45	348760.62	40077.52	906559.59	0	0	0	0	906559.59
2003	WATER DEPARTMENT	OPEN	13	71240.53	113531.14	72780.54	257552.21	49393.61	228953.42	887136.79	1165483.82	1423036.03
	WATER DEPARTMENT Total		232	588961.98	462291.76	112858.06	1164111.8	49393.61	228953.42	887136.79	1165483.82	2329595.62
2003 Total			4654	2486962.58	9254722.83	4912164.43	16653849.84	902899.82	2355200.58	6071581.37	9329681.77	25983531.61
2004	ATWATER KENT MUSEUM	CLOSED	3	19598.58	2869.89	23974.79	46443.26	0	0	0	0	46443.26
	ATWATER KENT MUSEUM Total		3	19598.58	2869.89	23974.79	46443.26	0	0	0	0	46443.26
2004	AUDITING DEPT CITY COMPTRROLLER	CLOSED	2	32	903.86	0	935.86	0	0	0	0	935.86
2004	AUDITING DEPT CITY COMPTRROLLER	OPEN	1	6067.58	87782.68	0	93850.26	2444	11858.5	12552	26854.5	120704.76
	AUDITING DEPT CITY COMPTRROLLER Total		3	6099.58	88686.54	0	94786.12	2444	11858.5	12552	26854.5	121640.62
2004	BOARD OF LICENSES INSPECTIONS	CLOSED	26	819.16	15927.11	0	16746.27	0	0	0	0	16746.27
	BOARD OF LICENSES/INSPECTIONS Total		26	819.16	15927.11	0	16746.27	0	0	0	0	16746.27
2004	BOARD OF TRUSTEES FREE LIBRARY	CLOSED	54	8000.27	72024.41	14938.2	94962.88	0	0	0	0	94962.88
2004	BOARD OF TRUSTEES FREE LIBRARY	OPEN	3	2289.24	43122.57	0	45411.81	4359.32	14555.75	15543	34458.07	79869.88
	BOARD OF TRUSTEES/FREE LIBRARY Total		57	10289.51	115146.98	14938.2	140374.69	4359.32	14555.75	15543	34458.07	174832.76
2004	CITY COMMISSIONERS	CLOSED	7	494.08	10826.1	0	11320.18	0	0	0	0	11320.18
	CITY COMMISSIONERS Total		7	494.08	10826.1	0	11320.18	0	0	0	0	11320.18
2004	CITY COUNCIL	CLOSED	5	2176.55	6497.93	0	8674.48	0	0	0	0	8674.48
	CITY COUNCIL Total		5	2176.55	6497.93	0	8674.48	0	0	0	0	8674.48
2004	CIVIL SERVICE	CLOSED	1	64	2825	0	2889	0	0	0	0	2889
	CIVIL SERVICE Total		1	64	2825	0	2889	0	0	0	0	2889
2004	CLERK OF QUARTER SESSIONS	CLOSED	7	160.39	5629.78	0	5790.17	0	0	0	0	5790.17
	CLERK OF QUARTER SESSIONS Total		7	160.39	5629.78	0	5790.17	0	0	0	0	5790.17
2004	COMMISSION ON HUMAN RELATIONS	CLOSED	3	152	4397.77	0	4549.77	0	0	0	0	4549.77
	COMMISSION ON HUMAN RELATIONS Total		3	152	4397.77	0	4549.77	0	0	0	0	4549.77
2004	DEPARTMENT OF COMMERCE	CLOSED	83	35460.04	51791.51	24608.64	111860.19	0	0	0	0	111860.19

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2004	DEPARTMENT OF COMMERCE	OPEN	9	26927.48	164288.78	45046.99	236263.25	26087.29	78035.15	92090.79	196213.23	432476.48
	DEPARTMENT OF COMMERCE Total		92	62387.52	216080.29	69655.63	348123.44	26087.29	78035.15	92090.79	196213.23	544336.67
2004	DEPARTMENT OF PUBLIC HEALTH	CLOSED	63	7284.97	63099.93	5094.57	75479.47	0	0	0	0	75479.47
2004	DEPARTMENT OF PUBLIC HEALTH	OPEN	11	29996.92	92237.54	31637.67	153872.13	24548.95	69408.72	57302.25	151259.92	305132.05
	DEPARTMENT OF PUBLIC HEALTH Total		74	37281.89	155337.47	36732.24	229351.6	24548.95	69408.72	57302.25	151259.92	380611.52
2004	DEPARTMENT OF PUBLIC PROPERTY	CLOSED	53	4786.14	82982.05	48550.36	136318.55	0	0	0	0	136318.55
2004	DEPARTMENT OF PUBLIC PROPERTY	OPEN	6	4162.64	256518.8	21626.75	282308.19	12154.32	41528.3	26710.13	80392.75	362700.94
	DEPARTMENT OF PUBLIC PROPERTY Total		59	8948.78	339500.85	70177.11	418626.74	12154.32	41528.3	26710.13	80392.75	499019.49
2004	DEPARTMENT OF RECORDS	CLOSED	4	80.39	2145.23	0	2225.62	0	0	0	0	2225.62
	DEPARTMENT OF RECORDS Total		4	80.39	2145.23	0	2225.62	0	0	0	0	2225.62
2004	DEPARTMENT OF RECREATION	CLOSED	85	6595.86	52025.78	7642	66263.64	0	0	0	0	66263.64
2004	DEPARTMENT OF RECREATION	OPEN	4	2720.47	33646.81	4023.23	40390.51	17316	54352.73	59616.7	131285.43	171675.94
	DEPARTMENT OF RECREATION Total		89	9316.33	85672.59	11665.23	106654.15	17316	54352.73	59616.7	131285.43	237939.58
2004	DEPARTMENT OF REVENUE	CLOSED	20	26050.25	8419.37	42859.92	77329.54	0	0	0	0	77329.54
2004	DEPARTMENT OF REVENUE	OPEN	4	15255.47	22164.01	55.66	37475.14	15819.73	18976.99	6033	40829.72	78304.86
	DEPARTMENT OF REVENUE Total		24	41305.72	30583.38	42915.58	114804.68	15819.73	18976.99	6033	40829.72	155634.4
2004	DEPARTMENT OF STREETS	CLOSED	1255	127062.16	1072188.55	40010.11	1239260.82	0	0	0	0	1239260.82
2004	DEPARTMENT OF STREETS	OPEN	49	161031.91	742641.32	296070.86	1199744.09	302439.35	877153.01	625864.61	1805456.97	3005201.06
	DEPARTMENT OF STREETS Total		1304	288094.07	1814829.87	336080.97	2439004.91	302439.35	877153.01	625864.61	1805456.97	4244461.88
2004	DEPT OF LICENSING INSPECTIONS	CLOSED	78	3745.8	70166.4	222.97	74135.17	0	0	0	0	74135.17
2004	DEPT OF LICENSING INSPECTIONS	OPEN	3	2164.22	56323.6	5346.21	63834.03	4711.78	79165.03	75605.79	159482.6	223316.63
	DEPT OF LICENSING/INSPECTIONS Total		81	5910.02	126490	5569.18	137969.2	4711.78	79165.03	75605.79	159482.6	297451.8
2004	DEPT PUBLIC WELFARE HUMAN SERV	CLOSED	186	10348.44	185662.47	837.87	196848.78	0	0	0	0	196848.78
2004	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	23	44706.69	291817.4	151295.58	487819.67	59802.98	210595.36	200880.16	471278.5	959098.17
	DEPT PUBLIC WELFARE/HUMAN SERV Total		209	55055.13	477479.87	152133.45	684668.45	59802.98	210595.36	200880.16	471278.5	1155946.95
2004	DISTRICT ATTORNEY'S OFFICE	CLOSED	15	408	14667.56	0	15075.56	0	0	0	0	15075.56
2004	DISTRICT ATTORNEY'S OFFICE	OPEN	1	1184.56	7881.59	18333.17	27399.32	7514.44	12735.85	14123.38	34373.67	61772.99
	DISTRICT ATTORNEY'S OFFICE Total		16	1592.56	22549.15	18333.17	42474.88	7514.44	12735.85	14123.38	34373.67	76848.55
2004	FAIRMOUNT PARK COMMISSION	CLOSED	34	5546.22	72971.72	4235.17	82753.11	0	0	0	0	82753.11
2004	FAIRMOUNT PARK COMMISSION	OPEN	1	656.91	24803.87	0	25460.78	610.83	1017.47	0	1628.3	27089.08
	FAIRMOUNT PARK COMMISSION Total		35	6203.13	97775.59	4235.17	108213.89	610.83	1017.47	0	1628.3	109842.19
2004	FIRE DEPARTMENT	CLOSED	340	129098.19	666345.62	587985.32	1383429.13	0	0	0	0	1383429.13
2004	FIRE DEPARTMENT	OPEN	33	124765.52	324959.54	323193.86	772918.92	191270.53	412983.01	1222922.94	1827176.48	2600095.4
	FIRE DEPARTMENT Total		373	253863.71	991305.16	911179.18	2156348.05	191270.53	412983.01	1222922.94	1827176.48	3983524.53
2004	FIRST JUDICIAL DISTRICT	CLOSED	63	21260.96	75048.59	7108.35	103417.9	0	0	0	0	103417.9
2004	FIRST JUDICIAL DISTRICT	OPEN	16	19225.07	232812.64	20473.1	272510.81	55525.12	158536.29	123950.9	338012.31	610523.12
	FIRST JUDICIAL DISTRICT Total		79	40486.03	307861.23	27581.45	375928.71	55525.12	158536.29	123950.9	338012.31	713941.02
2004	LAW DEPARTMENT	CLOSED	1	16	931.13	0	947.13	0	0	0	0	947.13
2004	LAW DEPARTMENT	OPEN	1	457.53	12167.23	145.79	12770.55	110.47	11513.85	489	12113.32	24883.87
	LAW DEPARTMENT Total		2	473.53	13098.36	145.79	13717.68	110.47	11513.85	489	12113.32	25831
2004	MANAGING DIRECTOR	CLOSED	44	10309.83	103832.51	29864.99	144007.33	0	0	0	0	144007.33
2004	MANAGING DIRECTOR	OPEN	7	27509.21	61754.67	47677.59	136941.47	44065.24	128512.95	200547.75	373125.94	510067.41
	MANAGING DIRECTOR Total		51	37819.04	165587.18	77542.58	280948.8	44065.24	128512.95	200547.75	373125.94	654074.74
2004	MAYOR'S OFFICE	CLOSED	8	7570.88	10470.01	52431.21	70472.1	0	0	0	0	70472.1
2004	MAYOR'S OFFICE	OPEN	1	0	0	0	0	0	1900	0	1900	1900

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
	MAYOR'S OFFICE Total		9	7570.88	10470.01	52431.21	70472.1	0	1900	0	1900	72372.1
2004	O.S.H.A.	CLOSED	9	144	2047.08	0	2191.08	0	0	0	0	2191.08
	O.S.H.A. Total		9	144	2047.08	0	2191.08	0	0	0	0	2191.08
2004	OFFICE COMMUNITY DEVELOPMENT	CLOSED	10	256.68	4170.24	0	4426.92	0	0	0	0	4426.92
2004	OFFICE COMMUNITY DEVELOPMENT	OPEN	1	788	8261.91	0	9049.91	1062	3598.09	5850	10510.09	19560
	OFFICE COMMUNITY DEVELOPMENT Total		11	1044.68	12432.15	0	13476.83	1062	3598.09	5850	10510.09	23986.92
2004	OFFICE OF DIRECTOR OF FINANCE	CLOSED	9	152	2036.22	0	2188.22	0	0	0	0	2188.22
2004	OFFICE OF DIRECTOR OF FINANCE	OPEN	2	3863.21	35761.37	4014.55	43639.13	8601	23054.24	23762.4	55417.64	99056.77
	OFFICE OF DIRECTOR OF FINANCE Total		11	4015.21	37797.59	4014.55	45827.35	8601	23054.24	23762.4	55417.64	101244.99
2004	OFFICE OF FLEET MANAGEMENT	CLOSED	68	8118.79	74120.72	251.5	82491.01	0	0	0	0	82491.01
2004	OFFICE OF FLEET MANAGEMENT	OPEN	6	6375.23	60912.65	20105.45	87393.33	21294.87	57654.25	45879.55	124828.67	212222
	OFFICE OF FLEET MANAGEMENT Total		74	14494.02	135033.37	20356.95	169884.34	21294.87	57654.25	45879.55	124828.67	294713.01
2004	OFFICE-DIRECTOR OF HOUSING	CLOSED	1	16	817.83	0	833.83	0	0	0	0	833.83
	OFFICE-DIRECTOR OF HOUSING Total		1	16	817.83	0	833.83	0	0	0	0	833.83
2004	PENSIONS	CLOSED	1	24	708.4	0	732.4	0	0	0	0	732.4
	PENSIONS Total		1	24	708.4	0	732.4	0	0	0	0	732.4
2004	PERSONNEL DIRECTOR	CLOSED	1	68.44	760	0	828.44	0	0	0	0	828.44
	PERSONNEL DIRECTOR Total		1	68.44	760	0	828.44	0	0	0	0	828.44
2004	PHILADELPHIA ALLIED ACTION	CLOSED	31	1137.66	32531.66	0	33669.32	0	0	0	0	33669.32
2004	PHILADELPHIA ALLIED ACTION	OPEN	4	17854.96	19905.39	0	37760.35	16337.41	18958.19	18697	53992.6	91752.95
	PHILADELPHIA ALLIED ACTION Total		35	18992.62	52437.05	0	71429.67	16337.41	18958.19	18697	53992.6	125422.27
2004	POLICE DEPARTMENT	CLOSED	1136	125318.32	1527167.51	513734.29	2166220.12	0	0	0	0	2166220.12
2004	POLICE DEPARTMENT	OPEN	188	266241.35	2956581.23	534247.81	3757070.39	505673.19	3877618.33	2675698.42	7058989.94	10816060.33
	POLICE DEPARTMENT Total		1324	391559.67	4483748.74	1047982.1	5923290.51	505673.19	3877618.33	2675698.42	7058989.94	12982280.45
2004	PRISONS	CLOSED	378	43617.05	369571.19	46016.71	459204.95	0	0	0	0	459204.95
2004	PRISONS	OPEN	19	46202.25	239649.04	89032.07	374883.36	100783.21	121221.18	359263.76	581268.15	956151.51
	PRISONS Total		397	89819.3	609220.23	135048.78	834088.31	100783.21	121221.18	359263.76	581268.15	1415356.46
2004	REGISTER OF WILLS	CLOSED	1	32	254.03	0	286.03	0	0	0	0	286.03
	REGISTER OF WILLS Total		1	32	254.03	0	286.03	0	0	0	0	286.03
2004	SHERIFFS OFFICE	CLOSED	53	6099.02	79205.78	30987.5	116292.3	0	0	0	0	116292.3
2004	SHERIFFS OFFICE	OPEN	3	7819.29	6310.01	55354.95	69484.25	14036	47205.51	17020.05	78261.56	147745.81
	SHERIFFS OFFICE Total		56	13918.31	85515.79	86342.45	185776.55	14036	47205.51	17020.05	78261.56	264038.11
2004	TAX REVIEW BOARD	CLOSED	1	40.39	1610.44	0	1650.83	0	0	0	0	1650.83
	TAX REVIEW BOARD Total		1	40.39	1610.44	0	1650.83	0	0	0	0	1650.83
2004	WATER DEPARTMENT	CLOSED	205	13453.12	181242.06	4841.05	199536.23	0	0	0	0	199536.23
2004	WATER DEPARTMENT	OPEN	38	68919.5	356257.13	103521.43	528698.06	82441.89	473486.88	168637.81	724566.58	1253264.64
	WATER DEPARTMENT Total		243	82372.62	537499.19	108362.48	728234.29	82441.89	473486.88	168637.81	724566.58	1452800.87
2004 Total			4778	1512783.84	11069455.22	3257398.24	15839637.3	1519009.92	6805625.63	6049041.39	14373676.94	30213314.24
2005	ATWATER KENT MUSEUM	CLOSED	1	24	320.91	0	344.91	0	0	0	0	344.91
	ATWATER KENT MUSEUM Total		1	24	320.91	0	344.91	0	0	0	0	344.91
2005	BOARD OF LICENSES INSPECTIONS	CLOSED	4	3340.76	291.45	130.73	3762.94	0	0	0	0	3762.94
	BOARD OF LICENSES/INSPECTIONS Total		4	3340.76	291.45	130.73	3762.94	0	0	0	0	3762.94
2005	BOARD OF REVISION OF TAXES	CLOSED	2	80	2319.91	0	2399.91	0	0	0	0	2399.91
	BOARD OF REVISION OF TAXES Total		2	80	2319.91	0	2399.91	0	0	0	0	2399.91
2005	BOARD OF TRUSTEES FREE LIBRARY	CLOSED	40	1220	27335.16	105.85	28661.01	0	0	0	0	28661.01

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2005	BOARD OF TRUSTEES FREE LIBRARY	OPEN	6	7584.25	47690.74	17430.17	72705.16	14222.91	33257.29	32982.72	80462.92	153168.08
	BOARD OF TRUSTEES/FREE LIBRARY Total		46	8804.25	75025.9	17536.02	101366.17	14222.91	33257.29	32982.72	80462.92	181829.09
2005	CITY COMMISSIONERS	CLOSED	6	292.58	4078.54	0	4371.12	0	0	0	0	4371.12
2005	CITY COMMISSIONERS	OPEN	4	1559.73	24022.93	13382.2	38964.86	14014.27	51840.55	5264.88	71119.7	110084.56
	CITY COMMISSIONERS Total		10	1852.31	28101.47	13382.2	43335.98	14014.27	51840.55	5264.88	71119.7	114455.68
2005	CITY COUNCIL	CLOSED	3	8	78.44	0	86.44	0	0	0	0	86.44
2005	CITY COUNCIL	OPEN	6	5476.96	49218.2	511.72	55206.88	23358.29	141755.54	23012.39	188126.22	243333.1
	CITY COUNCIL Total		9	5484.96	49296.64	511.72	55293.32	23358.29	141755.54	23012.39	188126.22	243419.54
2005	CITY PLANNING	CLOSED	1	0	0	0	0	0	0	0	0	0
	CITY PLANNING Total		1	0	0	0	0	0	0	0	0	0
2005	CLERK OF QUARTER SESSIONS	CLOSED	8	317.05	6891.93	0	7208.98	0	0	0	0	7208.98
2005	CLERK OF QUARTER SESSIONS	OPEN	1	212.73	2308.17	71.29	2592.19	4992	4810	23888	33690	36282.19
	CLERK OF QUARTER SESSIONS Total		9	529.78	9200.1	71.29	9801.17	4992	4810	23888	33690	43491.17
2005	COMMISSION ON HUMAN RELATIONS	CLOSED	2	56	1329.94	0	1385.94	0	0	0	0	1385.94
	COMMISSION ON HUMAN RELATIONS Total		2	56	1329.94	0	1385.94	0	0	0	0	1385.94
2005	DEPARTMENT OF COMMERCE	CLOSED	118	16453.15	96156.64	19413.18	132022.97	0	0	0	0	132022.97
2005	DEPARTMENT OF COMMERCE	OPEN	20	12871.74	112855.83	28786.43	154514	44068.53	180091.62	73820.01	297980.16	452494.16
	DEPARTMENT OF COMMERCE Total		138	29324.89	209012.47	48199.61	286536.97	44068.53	180091.62	73820.01	297980.16	584517.13
2005	DEPARTMENT OF PUBLIC HEALTH	CLOSED	48	1631.86	29920.31	150.26	31702.43	0	0	0	0	31702.43
2005	DEPARTMENT OF PUBLIC HEALTH	OPEN	7	4205.04	17769.49	261.02	22235.55	9185.42	31977.88	36338	77501.3	99736.85
	DEPARTMENT OF PUBLIC HEALTH Total		55	5836.9	47689.8	411.28	53937.98	9185.42	31977.88	36338	77501.3	131439.28
2005	DEPARTMENT OF PUBLIC PROPERTY	CLOSED	19	565.99	19787.74	11835.54	32189.27	0	0	0	0	32189.27
2005	DEPARTMENT OF PUBLIC PROPERTY	OPEN	2	3003.03	72383.1	13548.06	88934.19	3289.13	42312.35	20852.38	66453.86	155388.05
	DEPARTMENT OF PUBLIC PROPERTY Total		21	3569.02	92170.84	25383.6	121123.46	3289.13	42312.35	20852.38	66453.86	187577.32
2005	DEPARTMENT OF RECREATION	CLOSED	68	10504.92	110954.14	4977.04	126436.1	0	0	0	0	126436.1
2005	DEPARTMENT OF RECREATION	OPEN	10	4028.11	61356.29	8506.12	73890.52	16555.7	103348.2	50345.16	170249.06	244139.58
	DEPARTMENT OF RECREATION Total		78	14533.03	172310.43	13483.16	200326.62	16555.7	103348.2	50345.16	170249.06	370575.68
2005	DEPARTMENT OF REVENUE	CLOSED	47	647.18	12221.87	368.19	13237.24	0	0	0	0	13237.24
2005	DEPARTMENT OF REVENUE	OPEN	12	3306.91	17370.55	305.52	20982.98	33773.36	120465.63	10368.48	164607.47	185590.45
	DEPARTMENT OF REVENUE Total		59	3954.09	29592.42	673.71	34220.22	33773.36	120465.63	10368.48	164607.47	198827.69
2005	DEPARTMENT OF STREETS	CLOSED	1098	66965.32	806040.55	51747.82	924753.69	0	0	0	0	924753.69
2005	DEPARTMENT OF STREETS	OPEN	145	164657.9	1015599.58	170263.75	1350521.23	562486.07	1866604.62	560323.8	2989414.49	4339935.72
	DEPARTMENT OF STREETS Total		1243	231623.22	1821640.13	222011.57	2275274.92	562486.07	1866604.62	560323.8	2989414.49	5264689.41
2005	DEPT OF LICENSING INSPECTIONS	CLOSED	60	2169.28	32031	267.57	34467.85	0	0	0	0	34467.85
2005	DEPT OF LICENSING INSPECTIONS	OPEN	7	1026.07	17784.77	0	18810.84	3331.93	45470.16	12041	60843.09	79653.93
	DEPT OF LICENSING/INSPECTIONS Total		67	3195.35	49815.77	267.57	53278.69	3331.93	45470.16	12041	60843.09	114121.78
2005	DEPT PUBLIC WELFARE HUMAN SERV	CLOSED	176	13351.2	108555.02	2442.91	124349.13	0	0	0	0	124349.13
2005	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	24	29714.1	164669.24	3005.58	197388.92	77788.22	215957.24	252086.96	545832.42	743221.34
	DEPT PUBLIC WELFARE/HUMAN SERV Total		200	43065.3	273224.26	5448.49	321738.05	77788.22	215957.24	252086.96	545832.42	867570.47
2005	DISTRICT ATTORNEY'S OFFICE	CLOSED	10	544	13464.46	0	14008.46	0	0	0	0	14008.46
2005	DISTRICT ATTORNEY'S OFFICE	OPEN	1	8760.68	3746.05	0	12506.73	15739.29	4237.9	485	20462.19	32968.92
	DISTRICT ATTORNEY'S OFFICE Total		11	9304.68	17210.51	0	26515.19	15739.29	4237.9	485	20462.19	46977.38
2005	FAIRMOUNT PARK COMMISSION	CLOSED	33	2010.63	58504.3	3698.22	64213.15	0	0	0	0	64213.15
2005	FAIRMOUNT PARK COMMISSION	OPEN	3	352	10284.66	0	10636.66	2046	20277.09	3586	25909.09	36545.75
	FAIRMOUNT PARK COMMISSION Total		36	2362.63	68788.96	3698.22	74849.81	2046	20277.09	3586	25909.09	100758.9

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2005	FIRE DEPARTMENT	CLOSED	261	50985.05	309283.07	137964.27	498232.39	0	0	0	0	498232.39
2005	FIRE DEPARTMENT	OPEN	70	115684.04	468054.33	92276.86	676015.23	328077.52	1043228.34	1634950.24	3006256.1	3682271.33
	FIRE DEPARTMENT Total		331	166669.09	777337.4	230241.13	1174247.62	328077.52	1043228.34	1634950.24	3006256.1	4180503.72
2005	FIRST JUDICIAL DISTRICT	CLOSED	47	1384	32666.25	0	34050.25	0	0	0	0	34050.25
2005	FIRST JUDICIAL DISTRICT	OPEN	9	5040.54	85881.97	16330.75	107253.26	18274.83	63263.05	55348.58	136886.46	244139.72
	FIRST JUDICIAL DISTRICT Total		56	6424.54	118548.22	16330.75	141303.51	18274.83	63263.05	55348.58	136886.46	278189.97
2005	LAW DEPARTMENT	CLOSED	3	40	635.07	0	675.07	0	0	0	0	675.07
	LAW DEPARTMENT Total		3	40	635.07	0	675.07	0	0	0	0	675.07
2005	MANAGING DIRECTOR	CLOSED	7	1646.95	29541.07	671.37	31859.39	0	0	0	0	31859.39
2005	MANAGING DIRECTOR	OPEN	1	1540.59	11958.88	0	13499.47	9563.41	24125	1972	35660.41	49159.88
	MANAGING DIRECTOR Total		8	3187.54	41499.95	671.37	45358.86	9563.41	24125	1972	35660.41	81019.27
2005	MAYOR - OFFICE OF EMPLOYMENT	OPEN	1	0	118	0	118	250	82	0	332	450
	MAYOR - OFFICE OF EMPLOYMENT Total		1	0	118	0	118	250	82	0	332	450
2005	MAYOR'S OFFICE	CLOSED	4	24	322.84	0	346.84	0	0	0	0	346.84
2005	MAYOR'S OFFICE	OPEN	1	1316.67	1347.54	0	2664.21	10058.04	19600	179	29837.04	32501.25
	MAYOR'S OFFICE Total		5	1340.67	1670.38	0	3011.05	10058.04	19600	179	29837.04	32848.09
2005	O.S.H.A.	CLOSED	6	248	7432.78	0	7680.78	0	0	0	0	7680.78
2005	O.S.H.A.	OPEN	3	2463.95	11966.1	0	14430.05	6453.05	14612.99	9816	30882.04	45312.09
	O.S.H.A. Total		9	2711.95	19398.88	0	22110.83	6453.05	14612.99	9816	30882.04	52992.87
2005	OFFICE COMMUNITY DEVELOPMENT	CLOSED	9	208	5124.34	0	5332.34	0	0	0	0	5332.34
2005	OFFICE COMMUNITY DEVELOPMENT	OPEN	2	424.53	9321.35	0	9745.88	1484.81	13398.07	512	15394.88	25140.76
	OFFICE COMMUNITY DEVELOPMENT Total		11	632.53	14445.69	0	15078.22	1484.81	13398.07	512	15394.88	30473.1
2005	OFFICE OF DIRECTOR OF FINANCE	CLOSED	6	104	2250.15	0	2354.15	0	0	0	0	2354.15
2005	OFFICE OF DIRECTOR OF FINANCE	OPEN	1	144	3670.01	0	3814.01	492	9944.74	1370	11806.74	15620.75
	OFFICE OF DIRECTOR OF FINANCE Total		7	248	5920.16	0	6168.16	492	9944.74	1370	11806.74	17974.9
2005	OFFICE OF FLEET MANAGEMENT	CLOSED	58	2882.67	43548.8	7320.81	53752.28	0	0	0	0	53752.28
2005	OFFICE OF FLEET MANAGEMENT	OPEN	18	3231.87	63882.93	1028.64	68143.44	32305.6	157573.1	86077.36	275956.06	344099.5
	OFFICE OF FLEET MANAGEMENT Total		76	6114.54	107431.73	8349.45	121895.72	32305.6	157573.1	86077.36	275956.06	397851.78
2005	PHILADELPHIA ALLIED ACTION	CLOSED	50	5830.17	31550.47	741.45	38122.09	0	0	0	0	38122.09
2005	PHILADELPHIA ALLIED ACTION	OPEN	12	14825.14	36567.5	34139.82	85532.46	65424.24	161838.26	73929.31	301191.81	386724.27
	PHILADELPHIA ALLIED ACTION Total		62	20655.31	68117.97	34881.27	123664.55	65424.24	161838.26	73929.31	301191.81	424846.36
2005	POLICE DEPARTMENT	CLOSED	1023	78334.72	1175155.68	91199.14	1344689.54	0	0	0	0	1344689.54
2005	POLICE DEPARTMENT	OPEN	284	111777.97	1772081.27	247347.79	2131207.03	469053.51	2753758.85	1811040.7	5033853.06	7165060.09
	POLICE DEPARTMENT Total		1307	190112.69	2947236.95	338546.93	3475896.57	469053.51	2753758.85	1811040.7	5033853.06	8509749.63
2005	PRISONS	CLOSED	319	27571.22	262566.54	20345.57	310483.33	0	0	0	0	310483.33
2005	PRISONS	OPEN	52	22216.92	180190.04	24131.86	226538.82	126780.62	457049.89	312000.12	895830.63	1122369.45
	PRISONS Total		371	49788.14	442756.58	44477.43	537022.15	126780.62	457049.89	312000.12	895830.63	1432852.78
2005	PROCUREMENT DEPARTMENT	CLOSED	2	32	424.84	0	456.84	0	0	0	0	456.84
	PROCUREMENT DEPARTMENT Total		2	32	424.84	0	456.84	0	0	0	0	456.84
2005	SHERIFFS OFFICE	CLOSED	32	1159.84	29599.08	5473.02	36231.94	0	0	0	0	36231.94
2005	SHERIFFS OFFICE	OPEN	7	7485.87	43181.29	3629.67	54296.83	21933.85	162495.97	38542.3	222972.12	277268.95
	SHERIFFS OFFICE Total		39	8645.71	72780.37	9102.69	90528.77	21933.85	162495.97	38542.3	222972.12	313500.89
2005	WATER DEPARTMENT	CLOSED	184	9030.73	145584.1	10543.41	165158.24	0	0	0	0	165158.24
2005	WATER DEPARTMENT	OPEN	44	47583.46	149372.42	100714.88	297670.76	126497.07	588432.71	262718.94	977648.72	1275319.48
	WATER DEPARTMENT Total		228	56614.19	294956.52	111258.29	462829	126497.07	588432.71	262718.94	977648.72	1440477.72

CITY OF PHILADELPHIA - BY FISCAL YEAR PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2005	Total		4508	880158.07	7860620.62	1145068.48	9885847.17	2041499.67	8331809.04	5393851.33	15767160.04	25653007.21
	Grand Total		13940	4879904.49	28184798.67	9314631.15	42379334.31	4463409.41	17492635.25	17514474.09	39470518.75	81849853.06

Exhibit 13

CITY OF PHILADELPHIA - OPEN CLAIMS BY FISCAL PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2003	BOARD OF TRUSTEES FREE LIBRARY	OPEN	3	400.2	15306.72	0	15706.92	1504.14	16172.5	100	17776.64	33483.56
2003	DEPARTMENT OF COMMERCE	OPEN	2	854.44	48582.84	0	49437.28	1426	21395.46	5600	28421.46	77858.74
2003	DEPARTMENT OF PUBLIC HEALTH	OPEN	3	23967.16	40773.2	57407.35	122147.71	19772.73	50742.31	85873.73	156388.77	278536.48
2003	DEPARTMENT OF RECORDS	OPEN	1	168	3805.36	0	3973.36	436	2772.47	0	3208.47	7181.83
2003	DEPARTMENT OF RECREATION	OPEN	3	61801.59	196547.07	139715	398063.66	58636.81	53309.25	183952.58	295898.64	693962.3
2003	DEPARTMENT OF REVENUE	OPEN	1	8	4608.65	0	4616.65	0	0.77	400	400.77	5017.42
2003	DEPARTMENT OF STREETS	OPEN	36	142728.82	452918.18	187931.36	783578.36	161960.51	289903.21	361160.3	813024.02	1596602.38
2003	DEPT OF LICENSING INSPECTIONS	OPEN	2	435.92	28506.47	0	28942.39	2264.08	9065.69	3000	14329.77	43272.16
2003	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	15	27212.76	188942.74	50111	266266.5	33769.78	123395.35	95534.38	252699.51	518966.01
2003	DISTRICT ATTORNEY'S OFFICE	OPEN	2	150	32182.63	0	32332.63	20218	121763.43	3375	145356.43	177689.06
2003	FAIRMOUNT PARK COMMISSION	OPEN	1	20387.62	2888.92	400	23676.54	4472.04	2550	4550	11572.04	35248.58
2003	FIRE DEPARTMENT	OPEN	20	203181.89	347741.06	483235.81	1034158.76	158871.18	258899.3	648902.19	1066672.67	2100831.43
2003	FIRST JUDICIAL DISTRICT	OPEN	3	1172.01	60704.9	7942.18	69819.09	3190.24	35995.93	52751.82	91937.99	161757.08
2003	MANAGING DIRECTOR	OPEN	1	1721.63	0	0	1721.63	8000	600	662	9262	10983.63
2003	OFFICE COMMUNITY DEVELOPMENT	OPEN	1	33041.47	7345.62	95172.39	135559.48	3950	11500	144346.16	159796.16	295355.64
2003	OFFICE OF DIRECTOR OF FINANCE	OPEN	1	163.17	12398.76	0	12561.93	1917.82	6023.44	401	8342.26	20904.19
2003	OFFICE OF FLEET MANAGEMENT	OPEN	6	17379.78	100015.67	137646.28	255041.73	13774.87	66349.14	100426.11	180550.12	435591.85
2003	POLICE DEPARTMENT	OPEN	70	298703.87	1251819.22	1027422.73	2577945.82	275496.55	926764.17	2891085.17	4093345.89	6671291.71
2003	PRISONS	OPEN	12	84882.66	215346.34	268862.62	569091.62	72353.06	79822.33	563410.14	715585.53	1284677.15
2003	SHERIFFS OFFICE	OPEN	3	3229.24	35525.79	0	38755.03	9288.4	44571.5	3814	57673.9	96428.93
2003	TAX REVIEW BOARD	OPEN	1	880.67	45468.35	0	46349.02	2204	4650.91	35100	41954.91	88303.93
2003	WATER DEPARTMENT	OPEN	13	71240.53	113531.14	72780.54	257552.21	49393.61	228953.42	887136.79	1165483.82	1423036.03
2003 Total			200	993711.43	3204959.63	2528627.26	6727298.32	902899.82	2355200.58	6071581.37	9329681.77	16056980.09
2004	AUDITING DEPT CITY COMPTROLLER	OPEN	1	6067.58	87782.68	0	93850.26	2444	11858.5	12552	26854.5	120704.76
2004	BOARD OF TRUSTEES FREE LIBRARY	OPEN	3	2289.24	43122.57	0	45411.81	4359.32	14555.75	15543	34458.07	79869.88
2004	DEPARTMENT OF COMMERCE	OPEN	9	26927.48	164288.78	45046.99	236263.25	26087.29	78035.15	92090.79	196213.23	432476.48
2004	DEPARTMENT OF PUBLIC HEALTH	OPEN	11	29996.92	92237.54	31637.67	153872.13	24548.95	69408.72	57302.25	151259.92	305132.05
2004	DEPARTMENT OF PUBLIC PROPERTY	OPEN	6	4162.64	256518.8	21626.75	282308.19	12154.32	41528.3	26710.13	80392.75	362700.94
2004	DEPARTMENT OF RECREATION	OPEN	4	2720.47	33646.81	4023.23	40390.51	17316	54352.73	59616.7	131285.43	171675.94
2004	DEPARTMENT OF REVENUE	OPEN	4	15255.47	22164.01	55.66	37475.14	15819.73	18976.99	6033	40829.72	78304.86
2004	DEPARTMENT OF STREETS	OPEN	49	161031.91	742641.32	296070.86	1199744.09	302439.35	877153.01	625864.61	1805456.97	3005201.06
2004	DEPT OF LICENSING INSPECTIONS	OPEN	3	2164.22	56323.6	5346.21	63834.03	4711.78	79165.03	75605.79	159482.6	223316.63
2004	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	23	44706.69	291817.4	151295.58	487819.67	59802.98	210595.36	200880.16	471278.5	959098.17
2004	DISTRICT ATTORNEY'S OFFICE	OPEN	1	1184.56	7881.59	18333.17	27399.32	7514.44	12735.85	14123.38	34373.67	61772.99
2004	FAIRMOUNT PARK COMMISSION	OPEN	1	656.91	24803.87	0	25460.78	610.83	1017.47	0	1628.3	27089.08
2004	FIRE DEPARTMENT	OPEN	33	124765.52	324959.54	323193.86	772918.92	191270.53	412983.01	1222922.94	1827176.48	2600095.4
2004	FIRST JUDICIAL DISTRICT	OPEN	16	19225.07	232812.64	20473.1	272510.81	55525.12	158536.29	123950.9	338012.31	610523.12
2004	LAW DEPARTMENT	OPEN	1	457.53	12167.23	145.79	12770.55	110.47	11513.85	489	12113.32	24883.87
2004	MANAGING DIRECTOR	OPEN	7	27509.21	61754.67	47677.59	136941.47	44065.24	128512.95	200547.75	373125.94	510067.41

CITY OF PHILADELPHIA - OPEN CLAIMS BY FISCAL PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
2004	MAYOR'S OFFICE	OPEN	1	0	0	0	0	0	1900	0	1900	1900
2004	OFFICE COMMUNITY DEVELOPMENT	OPEN	1	788	8261.91	0	9049.91	1062	3598.09	5850	10510.09	19560
2004	OFFICE OF DIRECTOR OF FINANCE	OPEN	2	3863.21	35761.37	4014.55	43639.13	8601	23054.24	23762.4	55417.64	99056.77
2004	OFFICE OF FLEET MANAGEMENT	OPEN	6	6375.23	60912.65	20105.45	87393.33	21294.87	57654.25	45879.55	124828.67	212222
2004	PHILADELPHIA ALLIED ACTION	OPEN	4	17854.96	19905.39	0	37760.35	16337.41	18958.19	18697	53992.6	91752.95
2004	POLICE DEPARTMENT	OPEN	188	266241.35	2956581.23	534247.81	3757070.39	505673.19	3877618.33	2675698.42	7058989.94	10816060.33
2004	PRISONS	OPEN	19	46202.25	239649.04	89032.07	374883.36	100783.21	121221.18	359263.76	581268.15	956151.51
2004	SHERIFFS OFFICE	OPEN	3	7819.29	6310.01	55354.95	69484.25	14036	47205.51	17020.05	78261.56	147745.81
2004	WATER DEPARTMENT	OPEN	38	68919.5	356257.13	103521.43	528698.06	82441.89	473486.88	168637.81	724566.58	1253264.64
2004 Total			434	887185.21	6138561.78	1771202.72	8796949.71	1519009.92	6805625.63	6049041.39	14373676.94	23170626.65
2005	BOARD OF TRUSTEES FREE LIBRARY	OPEN	6	7584.25	47690.74	17430.17	72705.16	14222.91	33257.29	32982.72	80462.92	153168.08
2005	CITY COMMISSIONERS	OPEN	4	1559.73	24022.93	13382.2	38964.86	14014.27	51840.55	5264.88	71119.7	110084.56
2005	CITY COUNCIL	OPEN	6	5476.96	49218.2	511.72	55206.88	23358.29	141755.54	23012.39	188126.22	243333.1
2005	CLERK OF QUARTER SESSIONS	OPEN	1	212.73	2308.17	71.29	2592.19	4992	4810	23888	33690	36282.19
2005	DEPARTMENT OF COMMERCE	OPEN	20	12871.74	112855.83	28786.43	154514	44068.53	180091.62	73820.01	297980.16	452494.16
2005	DEPARTMENT OF PUBLIC HEALTH	OPEN	7	4205.04	17769.49	261.02	22235.55	9185.42	31977.88	36338	77501.3	99736.85
2005	DEPARTMENT OF PUBLIC PROPERTY	OPEN	2	3003.03	72383.1	13548.06	88934.19	3289.13	42312.35	20852.38	66453.86	155388.05
2005	DEPARTMENT OF RECREATION	OPEN	10	4028.11	61356.29	8506.12	73890.52	16555.7	103348.2	50345.16	170249.06	244139.58
2005	DEPARTMENT OF REVENUE	OPEN	12	3306.91	17370.55	305.52	20982.98	33773.36	120465.63	10368.48	164607.47	185590.45
2005	DEPARTMENT OF STREETS	OPEN	145	164657.9	1015599.58	170263.75	1350521.23	562486.07	1866604.62	560323.8	2989414.49	4339935.72
2005	DEPT OF LICENSING INSPECTIONS	OPEN	7	1026.07	17784.77	0	18810.84	3331.93	45470.16	12041	60843.09	79653.93
2005	DEPT PUBLIC WELFARE HUMAN SERV	OPEN	24	29714.1	164669.24	3005.58	197388.92	77788.22	215957.24	252086.96	545832.42	743221.34
2005	DISTRICT ATTORNEY'S OFFICE	OPEN	1	8760.68	3746.05	0	12506.73	15739.29	4237.9	485	20462.19	32968.92
2005	FAIRMOUNT PARK COMMISSION	OPEN	3	352	10284.66	0	10636.66	2046	20277.09	3586	25909.09	36545.75
2005	FIRE DEPARTMENT	OPEN	70	115684.04	468054.33	92276.86	676015.23	328077.52	1043228.34	1634950.24	3006256.1	3682271.33
2005	FIRST JUDICIAL DISTRICT	OPEN	9	5040.54	85881.97	16330.75	107253.26	18274.83	63263.05	55348.58	136886.46	244139.72
2005	MANAGING DIRECTOR	OPEN	1	1540.59	11958.88	0	13499.47	9563.41	24125	1972	35660.41	49159.88
2005	MAYOR - OFFICE OF EMPLOYMENT	OPEN	1	0	118	0	118	250	82	0	332	450
2005	MAYOR'S OFFICE	OPEN	1	1316.67	1347.54	0	2664.21	10058.04	19600	179	29837.04	32501.25
2005	O.S.H.A.	OPEN	3	2463.95	11966.1	0	14430.05	6453.05	14612.99	9816	30882.04	45312.09
2005	OFFICE COMMUNITY DEVELOPMENT	OPEN	2	424.53	9321.35	0	9745.88	1484.81	13398.07	512	15394.88	25140.76
2005	OFFICE OF DIRECTOR OF FINANCE	OPEN	1	144	3670.01	0	3814.01	492	9944.74	1370	11806.74	15620.75
2005	OFFICE OF FLEET MANAGEMENT	OPEN	18	3231.87	63882.93	1028.64	68143.44	32305.6	157573.1	86077.36	275956.06	344099.5
2005	PHILADELPHIA ALLIED ACTION	OPEN	12	14825.14	36567.5	34139.82	85532.46	65424.24	161838.26	73929.31	301191.81	386724.27
2005	POLICE DEPARTMENT	OPEN	284	111777.97	1772081.27	247347.79	2131207.03	469053.51	2753758.85	1811040.7	5033853.06	7165060.09
2005	PRISONS	OPEN	52	22216.92	180190.04	24131.86	226538.82	126780.62	457049.89	312000.12	895830.63	1122369.45
2005	SHERIFFS OFFICE	OPEN	7	7485.87	43181.29	3629.67	54296.83	21933.85	162495.97	38542.3	222972.12	277268.95
2005	WATER DEPARTMENT	OPEN	44	47583.46	149372.42	100714.88	297670.76	126497.07	588432.71	262718.94	977648.72	1275319.48
2005 Total			753	580494.8	4454653.23	775672.13	5810820.16	2041499.67	8331809.04	5393851.33	15767160.04	21577980.2

CITY OF PHILADELPHIA - OPEN CLAIMS BY FISCAL PER DEPARTMENT - VALUED AS OF 12/31/2005												
POL YR	DEPT	STATUS	CLM COUNT	EXP PAID	MED PAID	IND PAID	PAID TO DATE	EXP RES	MED RE	IND RES	TOTAL RES	TOTAL INCURRED
Grand Total			1387	2461391.44	13798174.64	5075502.11	21335068.19	4463409.41	17492635.25	17514474.09	39470518.75	60805586.94

Exhibit 14

CITY OF PHILADELPHIA - CAUSE BY FISCAL YEAR - VALUED AS OF 12/31/2005					
FY	CAUSE OF ACCIDENT	CLM COUNT	PAID TO DATE	TOTAL RESERVES	TOTAL INCURRED
2003	BURN SCALD BY ELECTRIC CURRENT	5	24589.25	15529.62	40118.87
2003	BURN SCALD-CHEMICALS	5	1546.27	0	1546.27
2003	BURN SCALD-CONTACT WITH HOT OBJECTS	18	182947.74	21855.73	204803.47
2003	BURN SCALD-CONTACT WITH, NOC	19	150074.65	3479.1	153553.75
2003	BURN SCALD-DUSTS GASES FUMES VAPORS	3	84397.75	0	84397.75
2003	BURN SCALD-FIRE OR FLAME	20	288499.02	0	288499.02
2003	BURN SCALD-RADIATION	2	402.83	0	402.83
2003	BURN SCALD-STEAM OR HOT FLUIDS	5	7172.73	0	7172.73
2003	BURN SCALD-TEMPERTURE EXTREMES	2	20974.97	0	20974.97
2003	BURN SCALD-WELDING OPERATIONS	1	445.16	0	445.16
2003	CAUGHT IN BTWN-COLLAPSING MATERIALS	5	32755.4	0	32755.4
2003	CAUGHT IN BTWN-MACHINE OR MACHINERY	7	9745.29	0	9745.29
2003	CAUGHT IN BTWN-MISCELLANEOUS, NOC	88	190522.44	64038.82	254561.26
2003	CAUGHT IN BTWN-OBJECT HANDLED	32	22975.66	0	22975.66
2003	CUMULATIVE EXPOSURE TO NOISE	23	999855.1	217328.5	1217183.6
2003	CUMULATIVE STRESS	9	9413.15	0	9413.15
2003	CUT PUNCT SCRAPE BY BROKEN GLASS	34	28945.33	9266.62	38211.95
2003	CUT PUNCT SCRAPE-BY MISCELLANEOUS, NOC	181	193771.78	64039.84	257811.62
2003	CUT PUNCT SCRAPE-HAND TOOL UTENSIL	7	7308.41	0	7308.41
2003	CUT PUNCT SCRAPE-OBJECT LIFTED HANDLED	31	25417.23	0	25417.23
2003	CUT PUNCT SCRAPE-PWR HAND TOOL APPLNC	8	42804.45	0	42804.45
2003	EXPOSURE TO HEPATITIS B	7	19841.45	0	19841.45
2003	EXPOSURE TO HIV	6	9581.55	0	9581.55
2003	EXPOSURE TO MISC VIRAL INFECTION	26	11412.75	6242	17654.75
2003	EXPOSURE TO SKIN IRRITANTS	73	60584.35	18084.23	78668.58
2003	EXPOSURE TO SYPHILLIS	1	774.82	0	774.82
2003	EXPOSURE TO TB	31	15569.3	0	15569.3
2003	FALL SLIP FROM DIFFERENT LEVEL	79	489343.21	385087.16	874430.37
2003	FALL SLIP FROM LADDER SCAFFOLDING	15	67929.46	0	67929.46
2003	FALL SLIP FROM LIQUID GREASE SPILLS	69	262301.56	17097.18	279398.74
2003	FALL SLIP INTO OPENINGS	19	19782.74	0	19782.74
2003	FALL SLIP ON ICE OR SNOW	167	566209.97	141949.09	708159.06
2003	FALL SLIP ON SAME LEVEL	116	726335.99	183907.4	910243.39
2003	FALL SLIP ON STAIRS	98	562623.13	1138902.97	1701526.1
2003	FALL SLIP-MISCELLANEOUS	183	637968.77	558473.67	1196442.44
2003	HEAT EXHAUSTION STROKE	16	10124.77	0	10124.77
2003	HUMAN BITE	17	22873.7	0	22873.7
2003	MISC-ABSORPTION, INGESTION, INHALATION	84	61098.93	59910.96	121009.89
2003	MISC-CUMULATIVE NOC	16	5671.62	0	5671.62
2003	MISC-Foreign Body in Eye	119	136436.19	63981.73	200417.92
2003	MISC-OTHER	447	1114847.26	199789.33	1314636.59
2003	MISC-OTHER THAN PHYSICAL CAUSE OF INJ	2	0	0	0
2003	MISC-PERSON IN ACT OF A CRIME	79	446784.74	1203549.51	1650334.25
2003	MOTOR VEH-COLLISION W ANOTHER VEHICLE	246	1463230.61	658686.14	2121916.75
2003	MOTOR VEH-COLLISION W FIXED OBJECT	10	104306.81	0	104306.81
2003	MOTOR VEH-MISCELLANEOUS, NOC	47	67492.07	5723.29	73215.36
2003	MOTOR VEH-VEHICLE UPSET	7	166286.18	891505.12	1057791.3
2003	OTHER THAN PHYSICAL CAUSE	5	11528.32	24310.17	35838.49
2003	REPETITIVE THROWING	2	20113.97	0	20113.97
2003	RUBBED ABRADED BY REP. MOTION(BLISTER)	1	715.1	0	715.1
2003	SLIPPED, DID NOT FALL	21	60614.25	9319.57	69933.82
2003	STEPPING ON SHARP OBJECT	18	11451.16	0	11451.16
2003	STRAIN INJURY BY HOLDING OR CARRYING	17	64649.24	42034.2	106683.44
2003	STRAIN INJURY BY JUMPING	8	51097.44	95641.76	146739.2
2003	STRAIN INJURY BY LIFTING	501	1363393.24	685314.46	2048707.7
2003	STRAIN INJURY BY MISCELLANEOUS, NOC	329	1317213.22	503915.42	1821128.64

CITY OF PHILADELPHIA - CAUSE BY FISCAL YEAR - VALUED AS OF 12/31/2005					
FY	CAUSE OF ACCIDENT	CLM COUNT	PAID TO DATE	TOTAL RESERVES	TOTAL INCURRED
2003	STRAIN INJURY BY PUSHING OR PULLING	63	537082.12	372593.39	909675.51
2003	STRAIN INJURY BY REACHING	14	25713.36	0	25713.36
2003	STRAIN INJURY BY REPETITIVE MOTION	13	16181.16	4000	20181.16
2003	STRAIN INJURY BY TWISTING	98	459259.11	123124.79	582383.9
2003	STRAIN INJURY BY USING TOOL MACHINE	20	27375.53	0	27375.53
2003	STRAIN INJURY BY WIELDING OR THROWING	13	19028.51	0	19028.51
2003	STRK AGNST STEP ON-MISCELLANEOUS, NOC	87	323397.01	126876.9	450273.91
2003	STRK AGNST STEP ON-MOVING PARTS OF MACH	1	506.36	0	506.36
2003	STRK AGNST STEP ON-OBJ BEING LFTD HNDLD	8	36185.31	0	36185.31
2003	STRK AGNST STEP ON-STATIONARY OBJECT	71	282984.52	122449.18	405433.7
2003	STRUCK INJURED BY ANIMAL OR INSECT	76	32965.28	0	32965.28
2003	STRUCK INJURED BY EXPLOSION FLARE BACK	1	1728.33	0	1728.33
2003	STRUCK INJURED BY FALLING FLYING OBJECT	88	426017.49	242849.66	668867.15
2003	STRUCK INJURED BY FELLOW WORKER, PATIENT	96	349390.93	399300.91	748691.84
2003	STRUCK INJURED BY MISCELLANEOUS, NOC	449	1243622.62	309530.97	1553153.59
2003	STRUCK INJURED BY MOTOR VEHICLE	61	501008.67	339992.38	841001.05
2003	STRUCK INJURED BY MOVING PARTS OF MACH	1	0	0	0
2003	STRUCK INJURED BY OBJ BEING LFTD HNDLD	71	72072.57	0	72072.57
2003	STRUCK INJURED BY OBJ HNDLD BY OTHERS	11	5656.03	0	5656.03
2003	STRUCK INJURED-HND TOOL MACH IN USE	11	10482.23	0	10482.23
2003	TOXIC EXPOSURE	14	8440.22	0	8440.22
2003 Total		4654	16653849.84	9329681.77	25983531.61
2004	NOT APPLICABLE RECORD ONLY	68	3728.17	0	3728.17
2004	BURN SCALD BY ELECTRIC CURRENT	9	78030.14	5341.69	83371.83
2004	BURN SCALD-ABNORMAL AIR PRESSURE	1	290	0	290
2004	BURN SCALD-CHEMICALS	26	22046.18	1442.94	23489.12
2004	BURN SCALD-CONTACT WITH HOT OBJECTS	26	71528.75	38554.94	110083.69
2004	BURN SCALD-CONTACT WITH, NOC	3	1598.84	0	1598.84
2004	BURN SCALD-DUSTS GASES FUMES VAPORS	5	1180.06	4750	5930.06
2004	BURN SCALD-FIRE OR FLAME	33	621985.91	472287.67	1094273.58
2004	BURN SCALD-RADIATION	2	401.09	0	401.09
2004	BURN SCALD-STEAM OR HOT FLUIDS	7	39723.71	0	39723.71
2004	BURN SCALD-TEMPERTURE EXTREMES	4	48218.67	0	48218.67
2004	CAUGHT IN BTWN-COLLAPSING MATERIALS	9	30099.42	39423.09	69522.51
2004	CAUGHT IN BTWN-MACHINE OR MACHINERY	10	57087.89	5874.17	62962.06
2004	CAUGHT IN BTWN-MISCELLANEOUS, NOC	58	156374.15	195497.93	351872.08
2004	CAUGHT IN BTWN-OBJECT HANDLED	56	131964.3	109960.32	241924.62
2004	CUMULATIVE EXPOSURE TO NOISE	4	63291.63	140503.52	203795.15
2004	CUMULATIVE STRESS	19	41846.63	129401.69	171248.32
2004	CUT PUNCT SCRAPE BY BROKEN GLASS	51	36779.55	22091.57	58871.12
2004	CUT PUNCT SCRAPE-BY MISCELLANEOUS, NOC	136	227895.42	165599.11	393494.53
2004	CUT PUNCT SCRAPE-HAND TOOL UTENSIL	21	14899.56	8433.11	23332.67
2004	CUT PUNCT SCRAPE-OBJECT LIFTED HANDLED	85	110349.73	97123	207472.73
2004	CUT PUNCT SCRAPE-PWR HAND TOOL APPLNC	2	858.25	0	858.25
2004	EXPOSURE TO HEPATITIS B	8	12618.81	27226.5	39845.31
2004	EXPOSURE TO HIV	19	16348.26	2942.79	19291.05
2004	EXPOSURE TO MENINGITIS	9	1105.64	3920.5	5026.14
2004	EXPOSURE TO MISC VIRAL INFECTION	59	119017.18	8925.53	127942.71
2004	EXPOSURE TO SKIN IRRITANTS	146	54461.22	11443.06	65904.28
2004	EXPOSURE TO SYPHILLIS	1	132.97	0	132.97
2004	EXPOSURE TO TB	13	5238.78	5127.54	10366.32
2004	FALL SLIP FROM DIFFERENT LEVEL	118	760479.53	280359.66	1040839.19
2004	FALL SLIP FROM LADDER SCAFFOLDING	12	104122.55	141677.86	245800.41
2004	FALL SLIP FROM LIQUID GREASE SPILLS	47	219893.52	208396.15	428289.67
2004	FALL SLIP INTO OPENINGS	22	140568.14	111783.66	252351.8
2004	FALL SLIP ON ICE OR SNOW	163	749515.42	773908.24	1523423.66

CITY OF PHILADELPHIA - CAUSE BY FISCAL YEAR - VALUED AS OF 12/31/2005					
FY	CAUSE OF ACCIDENT	CLM COUNT	PAID TO DATE	TOTAL RESERVES	TOTAL INCURRED
2004	FALL SLIP ON SAME LEVEL	285	948883.84	646590.59	1595474.43
2004	FALL SLIP ON STAIRS	112	498202.36	253965.55	752167.91
2004	FALL SLIP-MISCELLANEOUS	73	498637.44	265448.64	764086.08
2004	GUNSHOT WOUND	10	391900.35	130975.57	522875.92
2004	HEAT EXHAUSTION STROKE	25	12276.99	0	12276.99
2004	HUMAN BITE	32	24739.31	19305.77	44045.08
2004	MISC-ABSORPTION, INGESTION, INHALATION	42	19568.02	107528.35	127096.37
2004	MISC-CUMULATIVE NOC	14	41769.7	158553.93	200323.63
2004	MISC-FOREIGN BODY IN EYE	101	34140.15	3242.27	37382.42
2004	MISC-OTHER	202	510931.17	795183.05	1306114.22
2004	MISC-OTHER THAN PHYSICAL CAUSE OF INJ	63	102194.82	169261.72	271456.54
2004	MISC-PERSON IN ACT OF A CRIME	138	613397.07	318091.27	931488.34
2004	MOTOR VEH-COLLISION W ANOTHER VEHICLE	226	2050026.9	2847036.24	4897063.14
2004	MOTOR VEH-COLLISION W FIXED OBJECT	26	199842.59	646129.16	845971.75
2004	MOTOR VEH-CRASH OF RAIL VEHICLE	1	0	0	0
2004	MOTOR VEH-CRASH OF WATER VEHICLE	1	1073.23	0	1073.23
2004	MOTOR VEH-MISCELLANEOUS, NOC	29	206841.36	244942.97	451784.33
2004	MOTOR VEH-VEHICLE UPSET	6	17263.81	0	17263.81
2004	OTHER THAN PHYSICAL CAUSE	33	40054.16	100525.56	140579.72
2004	REPETITIVE THROWING	2	14775.9	39369.53	54145.43
2004	RUBBED ABRADED BY REP. MOTION(BLISTER)	1	300.08	0	300.08
2004	SLIPPED, DID NOT FALL	22	77863.31	40486.41	118349.72
2004	STEPPING ON SHARP OBJECT	14	10424.12	0	10424.12
2004	STRAIN INJURY BY CONTINUAL NOISE	1	476.36	0	476.36
2004	STRAIN INJURY BY HOLDING OR CARRYING	13	127139.56	51985.05	179124.61
2004	STRAIN INJURY BY JUMPING	12	114666.09	74241.82	188907.91
2004	STRAIN INJURY BY LIFTING	556	1194166.6	658569.97	1852736.57
2004	STRAIN INJURY BY MISCELLANEOUS, NOC	150	497454.92	869635.63	1367090.55
2004	STRAIN INJURY BY PUSHING OR PULLING	92	249308.4	58173.03	307481.43
2004	STRAIN INJURY BY REACHING	18	24298.1	51086.68	75384.78
2004	STRAIN INJURY BY REPETITIVE MOTION	42	304896.34	193369.18	498265.52
2004	STRAIN INJURY BY TWISTING	85	627245.15	409858.06	1037103.21
2004	STRAIN INJURY BY USING TOOL MACHINE	36	75356.79	44409.84	119766.63
2004	STRAIN INJURY BY WIELDING OR THROWING	12	10351.98	0	10351.98
2004	STRK AGNST STEP ON-MISCELLANEOUS, NOC	48	99350.72	120786.9	220137.62
2004	STRK AGNST STEP ON-MOVING PARTS OF MACH	3	1615.98	4019.06	5635.04
2004	STRK AGNST STEP ON-OBJ BEING LFTD HNDLD	30	54506.72	47175.42	101682.14
2004	STRK AGNST STEP ON-SAND SCRIP CLEAN OPER	1	413.19	0	413.19
2004	STRK AGNST STEP ON-STATIONARY OBJECT	169	508266.66	369602.48	877869.14
2004	STRUCK INJURED BY ANIMAL OR INSECT	114	33632.7	0	33632.7
2004	STRUCK INJURED BY EXPLOSION FLARE BACK	1	0	0	0
2004	STRUCK INJURED BY FALLING FLYING OBJECT	149	200521.84	154398.25	354920.09
2004	STRUCK INJURED BY FELLOW WORKER, PATIENT	283	724453.51	504477.57	1228931.08
2004	STRUCK INJURED BY MISCELLANEOUS, NOC	80	181745.74	129639.65	311385.39
2004	STRUCK INJURED BY MOTOR VEHICLE	40	272612.2	410437.65	683049.85
2004	STRUCK INJURED BY MOVING PARTS OF MACH	7	8790.57	0	8790.57
2004	STRUCK INJURED BY OBJ BEING LFTD HNDLD	60	138029.92	193678.07	331707.99
2004	STRUCK INJURED BY OBJ HNDLD BY OTHERS	18	98641.49	187021.53	285663.02
2004	STRUCK INJURED-HND TOOL MACH IN USE	7	3096.31	0	3096.31
2004	TOXIC EXPOSURE	41	29812.71	42478.28	72290.99
2004 Total		4778	15839637.3	14373676.94	30213314.24
2005	NOT APPLICABLE RECORD ONLY	121	0	0	0
2005	BURN SCALD BY ELECTRIC CURRENT	3	1846.04	3008	4854.04
2005	BURN SCALD-CHEMICALS	13	2167.05	5042.39	7209.44
2005	BURN SCALD-CONTACT WITH COLD OBJECTS	2	149.15	0	149.15
2005	BURN SCALD-CONTACT WITH HOT OBJECTS	17	34884.11	83939.97	118824.08

CITY OF PHILADELPHIA - CAUSE BY FISCAL YEAR - VALUED AS OF 12/31/2005					
FY	CAUSE OF ACCIDENT	CLM COUNT	PAID TO DATE	TOTAL RESERVES	TOTAL INCURRED
2005	BURN SCALD-CONTACT WITH, NOC	9	2713.72	0	2713.72
2005	BURN SCALD-DUSTS GASES FUMES VAPORS	10	17925.57	2	17927.57
2005	BURN SCALD-FIRE OR FLAME	25	149386.32	965099.36	1114485.68
2005	BURN SCALD-RADIATION	5	2249.53	0	2249.53
2005	BURN SCALD-STEAM OR HOT FLUIDS	5	1721.06	0	1721.06
2005	BURN SCALD-TEMPERTURE EXTREMES	3	16178.98	0	16178.98
2005	BURN SCALD-WELDING OPERATIONS	2	24038.59	0	24038.59
2005	CAUGHT IN BTWN-COLLAPSING MATERIALS	5	11185.25	44343.57	55528.82
2005	CAUGHT IN BTWN-MACHINE OR MACHINERY	12	28168.51	41823.64	69992.15
2005	CAUGHT IN BTWN-MISCELLANEOUS, NOC	37	63407.52	205889.5	269297.02
2005	CAUGHT IN BTWN-OBJECT HANDLED	65	142187.44	189561.61	331749.05
2005	CUMULATIVE EXPOSURE TO NOISE	8	26666.74	262366.36	289033.1
2005	CUMULATIVE STRESS	47	22285.41	125862.58	148147.99
2005	CUT PUNCT SCRAPE BY BROKEN GLASS	45	121137.34	144398.89	265536.23
2005	CUT PUNCT SCRAPE-BY MISCELLANEOUS, NOC	110	95469.49	243317.23	338786.72
2005	CUT PUNCT SCRAPE-HAND TOOL UTENSIL	10	8120.71	0	8120.71
2005	CUT PUNCT SCRAPE-OBJECT LIFTED HANDLED	76	112420.17	50157.99	162578.16
2005	CUT PUNCT SCRAPE-PWR HAND TOOL APPLNC	8	22568.67	9918.53	32487.2
2005	EXPOSURE TO HEPATITIS B	10	12743.68	35106.01	47849.69
2005	EXPOSURE TO HIV	6	5125.53	0	5125.53
2005	EXPOSURE TO MENINGITIS	9	1521.98	8226.86	9748.84
2005	EXPOSURE TO MISC VIRAL INFECTION	83	80353	32348.76	112701.76
2005	EXPOSURE TO SKIN IRRITANTS	127	57677.99	68367.43	126045.42
2005	EXPOSURE TO TB	16	3549.3	30570.47	34119.77
2005	FALL SLIP FROM DIFFERENT LEVEL	117	512574.1	380983	893557.1
2005	FALL SLIP FROM LADDER SCAFFOLDING	8	30817.63	53424.99	84242.62
2005	FALL SLIP FROM LIQUID GREASE SPILLS	50	85836.53	108094	193930.53
2005	FALL SLIP INTO OPENINGS	14	37412.01	51452.07	88864.08
2005	FALL SLIP ON ICE OR SNOW	128	399101.55	538197.72	937299.27
2005	FALL SLIP ON SAME LEVEL	250	723815.26	1154169.22	1877984.48
2005	FALL SLIP ON STAIRS	102	301144.37	382379.47	683523.84
2005	FALL SLIP-MISCELLANEOUS	88	198941.37	372355.21	571296.58
2005	GUNSHOT WOUND	4	16487.18	25439.34	41926.52
2005	HEAT EXHAUSTION STROKE	11	10327.27	4700.1	15027.37
2005	HUMAN BITE	25	24432.56	70396.53	94829.09
2005	MISC-ABSORPTION, INGESTION, INHALATION	55	24681.35	2778.39	27459.74
2005	MISC-CUMULATIVE NOC	4	8391.93	57623	66014.93
2005	MISC-FOREIGN BODY IN EYE	103	39963.2	15927.49	55890.69
2005	MISC-OTHER	115	72029.82	195368.93	267398.75
2005	MISC-OTHER THAN PHYSICAL CAUSE OF INJ	45	14187.62	4031.32	18218.94
2005	MISC-PERSON IN ACT OF A CRIME	134	432212.39	836408.27	1268620.66
2005	MOTOR VEH-COLLISION W ANOTHER VEHICLE	266	1370510.89	2362277.42	3732788.31
2005	MOTOR VEH-COLLISION W FIXED OBJECT	12	81268.76	33703.78	114972.54
2005	MOTOR VEH-CRASH OF AIRPLANE	1	10939.79	10818.21	21758
2005	MOTOR VEH-MISCELLANEOUS, NOC	33	208022.71	250974.54	458997.25
2005	MOTOR VEH-VEHICLE UPSET	6	60570.5	29077.65	89648.15
2005	OTHER THAN PHYSICAL CAUSE	9	5014.06	1866.94	6881
2005	REPETITIVE THROWING	1	533.67	7586.33	8120
2005	RUBBED ABRADED BY MISCELLANEOUS, NOC	3	619.33	22785	23404.33
2005	RUBBED ABRADED BY REP. MOTION(BLISTER)	1	86.44	0	86.44
2005	SLIPPED, DID NOT FALL	19	33116.33	88763.49	121879.82
2005	STEPPING ON SHARP OBJECT	9	2944.88	0	2944.88
2005	STRAIN INJURY BY HOLDING OR CARRYING	24	39264.92	61888.25	101153.17
2005	STRAIN INJURY BY JUMPING	10	29518.74	71610.64	101129.38
2005	STRAIN INJURY BY LIFTING	519	1029638.08	1253892.17	2283530.25
2005	STRAIN INJURY BY MISCELLANEOUS, NOC	149	349198.24	410302.04	759500.28

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2005	STRAIN INJURY BY PUSHING OR PULLING	66	203385.35	241979.85	445365.2
2005	STRAIN INJURY BY REACHING	17	15012.75	43098.45	58111.2
2005	STRAIN INJURY BY REPETITIVE MOTION	21	47361.36	159196.22	206557.58
2005	STRAIN INJURY BY TWISTING	96	279447.84	420376.7	699824.54
2005	STRAIN INJURY BY USING TOOL MACHINE	24	39779.19	102546.1	142325.29
2005	STRAIN INJURY BY WIELDING OR THROWING	10	31360.01	64791.33	96151.34
2005	STRK AGNST STEP ON-MISCELLANEOUS, NOC	83	131245.04	227407.33	358652.37
2005	STRK AGNST STEP ON-MOVING PARTS OF MACH	3	2260.26	0	2260.26
2005	STRK AGNST STEP ON-OBJ BEING LFTD HNDLD	24	21517.29	67161.26	88678.55
2005	STRK AGNST STEP ON-SAND SCRIP CLEAN OPER	1	315.42	0	315.42
2005	STRK AGNST STEP ON-STATIONARY OBJECT	165	290221.77	552727.69	842949.46
2005	STRUCK INJURED BY ANIMAL OR INSECT	62	108326.66	98468.54	206795.2
2005	STRUCK INJURED BY EXPLOSION FLARE BACK	1	751.74	1749.26	2501
2005	STRUCK INJURED BY FALLING FLYING OBJECT	159	299485.07	454834.24	754319.31
2005	STRUCK INJURED BY FELLOW WORKER, PATIENT	315	607725.77	961245.1	1568970.87
2005	STRUCK INJURED BY MISCELLANEOUS, NOC	65	57135.48	41413.46	98548.94
2005	STRUCK INJURED BY MOTOR VEHICLE	42	306454.9	536639.21	843094.11
2005	STRUCK INJURED BY MOVING PARTS OF MACH	9	9094.81	0	9094.81
2005	STRUCK INJURED BY OBJ BEING LFTD HNDLD	68	171980.24	296621.17	468601.41
2005	STRUCK INJURED BY OBJ HNDLD BY OTHERS	23	18157.87	18105.22	36263.09
2005	STRUCK INJURED-HND TOOL MACH IN USE	10	8064.4	18807.1	26871.5
2005	TOXIC EXPOSURE	40	15311.62	51365.15	66676.77
2005 Total		4508	9885847.17	15767160.04	25653007.21
Grand Total		13940	42379334.31	39470518.75	81849853.06