

ORIGINAL

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP) 10089912-23-D Revised Closing Date: January 17, 2023 @ 2:00 p.m.

Proposal for furnishing the City of San Diego with **Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

CORRECTION:

1. Remove the Addendum A cover sheet and replace with the attached Addendum B cover sheet. (NOTE: Closing Date has changed from **January 12, 2023** to **January 17, 2023**.)
2. Disregard Item 2 of Addendum A. The **original** Exhibit A – Proposal Submission and Requirements remain and should be used when submitting your RFP.

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Damian Singleton

Damian Singleton
Senior Procurement Contracting Officer
(619) 235-5743

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SAN DIEGO, CALIFORNIA



ORIGINAL

**Request for Proposal (RFP) for Employment and Department of
Motor Vehicles (DMV) Medical Examinations and Drug Testing
ADDENDUM B**

Solicitation Number: 10089912-23-D

Solicitation Issue Date: December 1, 2022

Pre-Proposal Conference: No Pre-Proposal Conference will be held.

Questions and Comments Due: December 9, 2022 @ 12:00 p.m.

Revised Proposal Due Date and Time ("Closing Date"): **January 17, 2023 @ 2:00 p.m.**

Contract Terms: Two (2) years from the Effective Date, with three (3), one (1) year options, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.

City Contact: Damian Singleton
Sr. Procurement Contracting Officer
DSingleton@sandiego.gov
(619) 235-5743

Submissions: Proposer is required to provide four (4) original hard copies and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.



**Request for Proposal (RFP) for Employment and Department of
Motor Vehicles (DMV) Medical Examinations and Drug Testing
ADDENDUM A**

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Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Proposer

BY:

Street Address

Print Name:

City

Director, Purchasing & Contracting Department

Telephone No.

Date Signed

E-Mail

BY:

Approved as to form this ____ day of

Signature of Proposer's
Authorized Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

RFP 10089912-23-D, Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing

Questions and Answers

Question 1: In the RFP, you talk about Attachment A, B, D as to the type of physicals. Were those attachments included in the RFP document?

Response: Attachments A, B, C, D, E, F and G will be included in Addendum A.

Question 2: In light of the holiday season and essential personnel out of office, is there an opportunity for a 1-2-week extension on the submission due date?

Response: The revised RFP due date will be included in Addendum A.

Question 3: Please define "Licensed Physician" and whether it includes mid-level licensed professionals?

Response: A physician with a license to practice medicine, this does not include mid-level professionals.

Question 4: Please verify whether pricing is for 1 year plus options for additional years 3, 4, 5 (as on face page), or 2 years plus options for additional years 3, 4, 5 shown on the pricing schedule beginning on page 11.

Response: The contract terms is for two (2) years from the Effective Date, with three (3), one-year (1) options, as defined in Article I, Section 1.2 of the City's General Terms and Provisions.

Question 5: Can you confirm which paragraph or page references Attachment B (Types of Medical Examinations)?

Response: Attachments A, B, C, D, E, F and G will be included in Addendum A.

Question 6: Is the pricing proposal being requested fixed for the initial term with allowance for escalation during option years or fixed firm for life of the contract?

Response: Fixed firm for the life of the contract.

Question 7: We do not see Attachments A through E included in the RFP - can you provide them through PlanetBids?

Response: Attachments A, B, C, D, E, F and G will be included in Addendum A.

Question 8: Approximately how many drug and alcohol tests are expected to be required between the hours of 5 p.m. and 2 a.m.?

Response: Random drug and alcohol testing is initiated by the department. An approximate number is not available.

Question 9: Approximately how many drug and alcohol tests and/or any other services are expected to be required on weekends?

Response: Random drug and alcohol testing is initiated by the department. An approximate number is not available.

RFP 10089912-23-D, Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing

Questions and Answers

Question 10: **Approximately how often do you expect 20 tests and/or physicals to be provided the next day as indicated in the RFP?**

Response: This depends on the department and the number of vacancies that they need to fill. This also depends on the number of Police and Fire academies that are scheduled for each particular year.

Question 11: **Can the collection of drug and alcohol tests be outsourced to laboratory facilities or must they be collected at the medical provider's office?**

Response: The specimen collection would need to be done at the medical provider's office.

Question 12: **What is the expected turnaround time of drug and alcohol test results?**

Response: Three business days.

Question 13: **What is the expected turnaround time of all physical exam results?**

Response: Three business days.



MEDICAL EXAMINATION RESTRICTIONS AND LIMITATIONS

MEDICAL PROVIDER: CONCENTRA 5575 Ruffin Rd, Suite 100 San Diego, CA 92123 (858) 277-2744

- Group 1 1D Random UDS
Group 2 2D Observed UDS
Group 3 3D Reevaluation
DMV BAT Respirator
TB FF Class with Treadmill

NAME: DATE OF EXAMINATION:
ORGANIZATION: CITY OF SAN DIEGO JOB TITLE:
SOC SEC. NO: DATE OF BIRTH:
CITY I.D. # (FOR RANDOMS ONLY): TELEPHONE:
ADDRESS: CELL PHONE:
CITY, STATE, ZIP: EMAIL:

Applicant has limitations. Applicant does not have limitations.
Positive Drug Screen Negative Drug Screen
Positive Breath Alcohol Test Negative Breath Alcohol Test
TB Pending TB Clearance Date

- WALKING OR STANDING - Should not stand or walk for more than % of the working time.
SEDENTARY/DESK WORK - Should only work in positions requiring sedentary or desk work.
REPETITIVE MOTIONS - [1] Should avoid repeated bending, stooping, or straining of off balanced or awkward positions.
VISION - Impaired Near Vision Impaired Distant Vision
SPEECH - Speech Impairment: Mild Moderate Severe
HEARING - Hearing Deficit: Low Middle or High frequency

- _____ SOLVENTS/CHEMICALS - Should not work with or have contact with solvents, acids, detergents, or chemicals. Dry work only _____.
- _____ LIFTING/CARRYING - [1] Should not lift weight greater than _____ lbs. or to carry weight greater than _____ lbs.
- [2] Should not do continuous or repetitive lifting and carrying of weight greater than _____ lbs.
- _____ SCAFFOLDING/HEIGHTS - Should not work on scaffolding, ladders, roofs, or any unprotected area above ground level.
- _____ MOTOR VEHICLES - [1] Should not operate private or City vehicles on City business,
- [2] Does not qualify for DMV Class A or B driver's license.
- _____ HAZARDOUS MACHINERY - Should not work on or near dangerous machinery or operate mobile equipment or hazardous machinery.
- _____ HEAVY EXERTION - Should not engage in any activities requiring excessive strain, fatigue or strenuous activity.
- _____ SHIFT WORK - Should not work in positions requiring regular shift changes.
- _____ MEAL SCHEDULE - Should not work in positions that do not allow a regular meal schedule
- _____ ENVIRONMENTAL FACTORS - Should not be exposed to dust, fumes, vapors, or respiratory irritants.
- _____ PRODUCTION PRESSURES - Should not be exposed to excessive mental strain, stress, agitation, or excitement.
- _____ SPECIAL LIMITATIONS - Describe: _____
- _____ FURTHER MEDICAL RECORDS NEEDED PRIOR TO PLACEMENT - Describe: _____
- _____ FURTHER MEDICAL EVALUATION NEEDED PRIOR TO PLACEMENT - Describe: _____
- _____ MEDICAL FINDINGS/ MISCELLANEOUS - Describe: _____

VISUAL ACUITY:

UNCORRECTED:	R 20/	L 20/	B 20/
CORRECTED:	R 20/	L 20/	B 20/

DATE

EXAMINING PHYSICIAN

TYPES OF MEDICAL EXAMINATIONS

GROUP I

Group I medical examinations are for employees in the Safety Services, namely, Police Officers, Fire Fighters, and Lifeguards. These employees are expected to encounter the most physically demanding job duties. Not only may they be called upon to perform at maximum physical capacity at anytime, but they must do so under circumstances where physical breakdown could be life threatening to themselves or others because of the hazardous nature of their work assignments. Considerable mental stress is also a part of these jobs.

Of special concern are cardiovascular abnormalities. Since the State Labor Code provides that Police Officers who develop heart disease and Fire Fighters who develop heart disease or cancer during their employment are presumed to have developed these conditions as a result of their employment, such candidates must be thoroughly evaluated for these conditions.

Contents of Group I Medical Examinations:

1. Review of personal health history (questionnaire)
2. Complete physical examination by physician, including orthopedic evaluation
3. Vital signs
4. Eye Tests:
 - Near and distant vision
 - Lateral and vertical phorias
 - Color vision using Ishihara Plates; also use Farnsworth Color Vision Test ("D-15" Test) when candidate fails Ishihara Test
5. Hearing test (Audiometric screening in soundproof booth)
6. Radiological studies:
 - 2 view X-ray examination of the chest (heart & lungs)
 - 3-view lumbar spine X-rays (only if judged necessary by the examining physician, based on physical examination and medical history)*
7. Electrocardiogram, 12-lead (resting)
8. Breath Alcohol Test (for selected jobs)

9. Laboratory studies:

Hematology:

Red blood count
White blood count
Hemoglobin

Hematocrit
Platelets (only for abnormalities)
Indices (only for abnormalities)

Blood Chemistries (SMAC):

Glucose
Urea nitrogen (BUN)
Creatinine
Uric Acid
Sodium
Potassium
Carbon Dioxide
Chloride
Calcium
Inorganic Phosphate

Serum Iron
Cholesterol
Triglycerides
Bilirubin
Transaminase (SGO, SGP)
Lactic Dehydrogenase (LDH)
Alkaline Phosphatase
Total Protein
Albumin

Serology

Urinalysis:

Sugar
Albumin
Occult blood

pH
Specific Gravity
Microscopic (only for abnormalities)
Urine drug screening (for selected jobs)*

10. Pulmonary function test
11. Respiratory pulmonary function test with treadmill (for Fire Fighter classes)
12. Review of pertinent medical records, as required
13. Written report of examination findings

* Please provide a separate cost figure for this service.

GROUP II

Group II medical examinations are for employees in heavy labor, skilled trades, heavy equipment operation, trash collection, grounds maintenance, custodial, and storekeeping occupations. This group consists of jobs which regularly require one or more of the following: lifting and/or carrying weights of more than 50 pounds; repetitive awkward motions of the trunk or the back; frequent bending, squatting, climbing or prolonged standing; and strenuous physical exertion.

Typically, these jobs also involve exposure to loud noise, poor environmental conditions (cold, heat, noxious inhalants, wet weather, etc.), and hazardous equipment or work sites.

Contents of Group II Medical Examinations:

1. Review of personal health history (questionnaire)
2. Complete physical examination by physician, including orthopedic evaluation
3. Vital signs
4. Eye Tests:
 - Near and distant vision
 - Lateral and vertical phorias
 - Color vision using Ishihara Plates; also use Farnsworth Color Vision Test ("D-15" Test) when candidate fails Ishihara Test
5. Hearing test (Audiometric screening in soundproof booth)
6. Radiological studies:
 - 3-view lumbar spine X-rays (only if judged necessary by the examining physician, based on physical examination and medical history)*
7. Electrocardiogram, 12-lead (resting)
8. Breath Alcohol Test (for selected jobs)
9. Laboratory studies:
 - Hematology:

Red blood count	Hematocrit
White blood count	Platelets (only for abnormalities)
Hemoglobin	Indices (only for abnormalities)
 - Blood Chemistries (SMAC):

Glucose	Serum Iron
Urea nitrogen (BUN)	Cholesterol
Creatinine	Triglycerides
Uric Acid	Bilirubin
Sodium	Transaminase (SGO,SGP)
Potassium	Lactic Dehydrogenase (LDH)

ATTACHMENT B

Page B - 4

Carbon Dioxide
Chloride
Calcium
Inorganic Phosphate

Alkaline Phosphatase
Total Protein
Albumin

Serology

Urinalysis:

Sugar
Albumin
Occult blood

pH
Specific Gravity
Microscopic (only for abnormalities)
Urine drug screening (for selected jobs)*

10. Pulmonary function test
11. Review of pertinent medical records, as required
12. Written report of examination findings

* Please provide a separate cost figure for this service.

GROUP III

Group III medical examinations are for employees in the building inspection, radio dispatching, laboratory, parking enforcement, traffic control, and similar occupations. This group consists of jobs that require moderate physical demands and exposure to noise, chemicals, and noxious inhalants. This group also includes jobs that require driving, working around hazardous machinery, and standing, twisting, squatting, bending or reaching repeatedly or for prolonged periods. These jobs do not normally require strenuous activities such as running or heavy lifting (more than 50 pounds), but may require considerable walking.

Contents of Group III Medical Examinations:

1. Review of personal health history (questionnaire)
2. Complete physical examination by physician, including orthopedic evaluation
3. Vital signs
4. Eye Tests:
 - Near and distant vision
 - Lateral and vertical phorias
 - Color vision using Ishihara Plates; also use Farnsworth Color Vision Test ("D-15 Test) when candidate fails Ishihara Test
5. Hearing test (Audiometric screening in soundproof booth)
6. Breath Alcohol Test (for selected jobs)
7. Laboratory studies:

Hematology: Red blood count White blood count Hemoglobin	Hematocrit Platelets (only for abnormalities) Indices (only for abnormalities)
Urinalysis: Sugar Albumin Occult blood	pH Specific Gravity Microscopic (only for abnormalities) Urine drug screening (for selected jobs)*
8. Pulmonary function test
9. Review of pertinent medical records, as required
10. Written report of examination findings

* Please provide a separate cost figure for this service.

DEPARTMENT OF MOTOR VEHICLE EXAMINATIONS

These examinations are for employees who are required to drive or operate vehicles and equipment requiring Class A or B driver licenses by the State Department of Motor Vehicles.

Contents of Department of Motor Vehicle Medical Examinations:

1. Review of personal health history (questionnaire)
2. Complete physical examination by physician including:
 - General Appearance
 - Eyes/Vision
 - Ears/Hearing (Audiometric screening in soundproof booth)
 - Mouth and Throat
 - Heart
 - Lungs and Chest
 - Pulse/Blood Pressure
 - Abdomen and Viscera
 - Vascular system
 - Genito-urinary system
 - Extremities
 - Spine, other musculoskeletal
 - Neurological
3. Laboratory studies:
 - Urinalysis:
 - Sugar
 - Protein
 - Specific Gravity
 - Blood
 - Serology (when indicated)
 - X-rays and other laboratory studies (when indicated)
4. Other medical tests which may be required by the State Department of Motor Vehicles
5. Completion of DMV Medical Examination Report and Medical Examiner's Certificate
6. Medical Report

City of San Diego Personnel Department Pre-Employment Questionnaire

READ THIS WARNING CAREFULLY

Answer the questions below honestly and completely. False or incomplete information may be cause for your disqualification or dismissal.

If deemed necessary this questionnaire will be forwarded to the City medical provider for further review and evaluation.

Date _____

Name _____ Other Names Used _____

Social Security No. _____ Date of Birth _____ Age _____

Title of Position _____ Department _____

Telephone Number(s) () _____ () _____

1. Are you using illegal drugs or prescription drugs that were **NOT** prescribed to you?

(Illegal drugs include those controlled substances defined in Schedule I through V of Section 202 of the Controlled Substances Act [21 U.S.C. § 812.]
Marijuana is an illegal drug because it is still defined as a Schedule I controlled substance under this federal statute.)

Yes No

If yes, Type(s): _____

Frequency: _____

Date(s) last used: _____

2. Do you have any physical and/or medical limitations that would prevent you from performing the duties of this position? Yes No If yes, please explain the limitations.

I certify that the information given by me is true and complete to the best of my knowledge and belief. I consent to its use in any proceeding where it may be relevant and material. I understand that falsification or omission of information may be cause for disqualification or dismissal.

DATE _____

SIGNATURE _____

EXECUTIVE MEDICAL EXAMINATIONS

Review of personal and family health history

Complete physical examination by physician

Eye tests: Near and distant vision
 Lateral and vertical phorias
 Color vision

Tonometer test for glaucoma

Hearing test (Audiometric screening)

Pulmonary function test

Radiological studies: X-ray examination of the chest (heart and lungs)

Cardiovascular Risk Analysis (CVRA) including:

- Cardiovascular history
- Resting electrocardiogram, 12-lead
- Exercise tolerance stress testing utilizing treadmill with constant EKG monitoring

Proctosigmoidoscopic examination

Laboratory studies:

Hematology:

Red blood count	Hematocrit
White blood count	Platelets
Hemoglobin	Indices

Blood Chemistries (SMAC):

Glucose	Serum Iron
Urea Nitrogen (BUN)	Cholesterol
Creatinine	Triglycerides
Uric Acid	Bilirubin
Sodium	Transaminase (SGO, SGP)
Potassium	Lactic Dehydrogenase (LDH)
Carbon Dioxide	Alkaline Phosphatase
Chloride	Total Protein
Calcium	Albumin
Inorganic Phosphate	

Cardiovascular profile (HDL/LDL/VLDL)

Thyroid function test

Serology

Stool examination for occult blood

Urinalysis:

Sugar

Albumin

Occult blood

pH

Specific gravity

Microscopic

Prostatic acid phosphatase test for males

Papanicolaou (PAP) test for females

Health risk profile

Immunization review and update for foreign travel (upon request)

Written report of examination findings

Follow up consultation with physician

DRUG SCREENING PROCEDURES - PROTOCOL A

1. Upon arrival at the medical provider's facility, the patient is asked to complete necessary written documentation including a "Patient Information" or equivalent form, and a drug screening consent form. The medical receptionist asks for and visually checks the patient's identification. (Identification presented must include a photograph of the patient. A photocopy of the identification is made and placed in the patient's chart.)

If the patient refuses to authorize the drug screening, the scheduled medical examination will not be conducted.

If, upon arrival at the medical provider's facility, the patient asks to reschedule the medical examination, he/she will be asked to complete the written documentation and provide a urine specimen. The remainder of the medical examination would then be rescheduled.

2. After the physician's examination of the patient, or at some point while still in a gown (and assurances have been made that the patient has not brought in a concealed urine specimen from another person), the patient is escorted by a medical assistant to a work area of the medical provider's facility where a sink is available and directs the patient to wash his/her hands.
3. The medical assistant puts on a new pair of gloves and offers a pair of gloves to the patient. The patient is directed to wear the gloves prior to and while providing a specimen. If a patient declines to wash his/her hands and/or wear gloves, this is documented on the Drug Screening Consent Form. The medical assistant also has a chain of custody document on hand.
4. The medical assistant asks the patient to select an unopened single specimen collection box from a storage bin. These boxes are shrink wrapped and contain:
 - 1 - 180 cc plastic collection cup with temperature strip
 - 1 - 60 ml plastic specimen bottle packaged in a plastic bag
 - 1 specimen bag containing a moisture absorbent paper towelette
 - 1 red colored security seal for the box

With the patient observing, the medical assistant removes the shrink wrapping over the box, opens the box, removes the contents, and hands the collection cup to the patient.

5. The patient is then escorted to a lavatory and instructed to provide a urine specimen. The patient is advised of the minimum amount of urine required as determined by the testing laboratory. The medical assistant closes the door of the lavatory and waits outside the door.

NOTE: Precautions must be taken to ensure that any faucets or soap dispensers in the lavatory have been rendered non functional by sealing them with tape or other methods; that there are no other water sources in the lavatory; that the cover of the toilet tank is securely taped or sealed; that the flusher on the toilet is sealed; and that a bluing agent has been added to the toilet water. Additionally, precautions must be taken so that the patient does not have access to street clothes, purses, bags, etc.

6. When the patient emerges from the lavatory, the medical assistant takes the collection cup, reads the temperature of the specimen from the temperature strip on the side of the cup, and escorts the patient to a work area in the facility where the remainder of the urine specimen collection procedure is completed. The medical assistant requests the patient to remove his/her gloves or wash his/her hands. The medical assistant records the temperature of the specimen on the chain of custody document.
7. With the patient observing, the medical assistant opens the plastic bag containing the empty urine specimen bottle and unscrews the cap. The medical assistant pours the urine specimen from the collection cup into the specimen bottle and caps the bottle.

With the patient observing, the medical assistant removes one preprinted, numbered, and tamper evident seal from the preprinted and numbered chain of custody document and places the seal over the cap and down the sides of the bottle. (The preprinted, identifying number on the seal is identical to the number on the chain of custody document.)

The medical assistant asks the patient to verify the sealing of the specimen bottle and asks the patient to initial and date the seal. The medical assistant verifies the patient's initials and date written on the seal for correctness.

8. With the patient observing, the medical assistant writes the patient's name, date of birth, and sex on the chain of custody document. The patient signs and dates the chain of custody document certifying that the specimen bottle was sealed, that the seal bears the same identifying number as that on the chain of custody document, that the specimen was his/hers, and that the specimen was not altered.
9. With the patient observing, the medical assistant signs and dates the chain of custody document, certifying that the urine specimen was provided by the person named on the document on the date indicated, that the specimen was collected in accordance with specified collection procedures, and that the specimen has been prepared for transport to the laboratory. The medical assistant also indicates on the chain of custody document that the specimen submitted is urine, and that one specimen is being submitted.
10. With the patient observing, the medical assistant places the sealed specimen bottle and the laboratory copy of the chain of custody document in a plastic transport bag and seals the bag. (Before placing the laboratory copy of the chain of custody document in the plastic transport bag, the medical assistant points out to the patient that the area containing the name, date of birth and sex are blacked out on this copy to ensure confidentiality.) The patient is asked to verify that the bag is sealed. The bag is then placed in the specimen transport box and the medical assistant places the red colored security seal over the lid and down a side of the box.
11. The patient is escorted out.

12. The medical assistant stores the specimen transport box (containing the sealed specimen bottle), in a refrigerator for laboratory specimens, pending pickup by the courier for the testing laboratory.
13. The urine specimen is picked up by courier and delivered to the testing laboratory.
14. Upon receipt of the urine specimen by the laboratory, a laboratory official signs and dates the chain of custody document certifying that the specimen has been examined and handled in accordance with applicable requirements.

15. The laboratory tests the urine specimen and reports the test results to the medical provider.

If the specimen tests negative, it is refrigerated, held a prescribed number of days, and then discarded.

If the specimen tests positive, it is placed in a freezer and retained for a minimum of one year.

16. The medical provider reports the test results to the City of San Diego.

**DRUG SCREENING PROCEDURES - URINE SPECIMEN
COLLECTION UNDER DIRECT OBSERVATION**

NOTE: The medical provider will need to follow the overall drug screening procedures described in Protocol A with the additional steps indicated below. The medical provider's staff assigned this function needs to be extremely courteous, professional, and discreet.

1. Prior to the patient being escorted to a lavatory to provide a urine specimen, the medical assistant advises the patient that the urine specimen collection will be done under direct observation. The patient is also advised that the view of the urine passing from the body into the collection cup cannot be obstructed; if it is obstructed, the City of San Diego will be notified of the patient's failure to cooperate.
2. The medical assistant accompanies the patient into the lavatory, closes the door, and hands the patient the collection cup. The medical assistant must be the same sex as the patient.

The medical assistant positions himself/herself in a manner to be able to visually verify that the specimen passes directly from the patient's body into the collection cup.

The patient hands the filled collection cup to the medical assistant.

3. The remainder of the drug screening procedure is followed as described in Protocol A.

DRUG SCREENING PROCEDURES - PROTOCOL B

1. Upon arrival at the medical provider's facility, the patient is asked to complete a basic "Patient Information" form or equivalent written documentation.
2. The patient is escorted by a medical assistant to an area of the medical provider's facility where the medical assistant directs the patient to remove his/her jacket, bag, and any other bulky items of clothing and equipment. (Provisions need to be made for police officers to lock their equipment and other items in separate storage lockers.) The officer's gunbelt may be removed at his/her discretion. Pockets need not be emptied. The patient locks the locker and keeps the key in his/her possession during the urine collection procedure.
3. The medical assistant asks the patient to complete a drug screening consent form. The medical assistant asks for and visually checks the patient's identification, and documents on the drug screening consent form the type of identification presented. The identification presented must include a photograph of the patient. (No photocopies of the patient's identification are to be made for persons covered in Protocol B.) The medical assistant also has a chain of custody document on hand.
4. The patient is directed to wash his/her hands. The medical assistant puts on a new pair of gloves. If a patient declines to wash his/her hands, this shall be documented on the drug screening consent form. For City of San Diego Fire Service Personnel washing hands is optional and no notations are made if the patient declines to wash hands.
5. The medical assistant asks the patient to select an unopened split specimen collection box from a storage bin. These boxes are shrink wrapped and contain:
 - 1 - 180 cc plastic collection cup with temperature strip
 - 2 - 60 ml plastic specimen bottles individually packaged in plastic bags
 - 1 specimen bag containing a moisture absorbent paper towelette
 - 1 red colored security seal for the box

With the patient observing, the medical assistant removes the shrink wrapping over the box, opens the box, removes the contents, and hands the collection cup to the patient.

6. The patient is then escorted to a lavatory and instructed to provide a urine specimen. The patient is advised of the minimum amount of urine required as determined by the testing laboratory. The medical assistant closes the door of the lavatory and waits outside the door.

NOTE: Precautions must be taken to ensure that any faucets or soap dispensers in the lavatory have been rendered non functional by sealing them with tape or other methods; that there are no other water sources in the lavatory; that the cover of the toilet tank is securely taped or sealed; that the flusher on the toilet is sealed; and that a bluing agent has been added to the toilet water.

7. When the patient emerges from the lavatory, the medical assistant takes the collection cup, reads the temperature of the specimen from the temperature strip on the side of the cup, and escorts the patient to a work area in the facility where the remainder of the urine specimen collection procedure is completed. The medical assistant requests the patient to remove his/her gloves or wash his/her hands. The medical assistant records the temperature of the specimen on the chain of custody document.
8. With the patient observing, the medical assistant opens the plastic bags containing the empty urine specimen bottles and unscrews the caps. The medical assistant pours the urine specimen from the collection cup into the specimen bottles (at least 30 ml in one and at least 15 ml in the other) and caps the bottles.

With the patient observing, the medical assistant removes one preprinted, numbered, and tamper evident seal from the preprinted and numbered chain of custody document and places the seal over the cap and down the sides of one of the bottles. The medical assistant then removes the second preprinted, numbered, and tamper evident seal from the same chain of custody document and similarly seals the second specimen bottle. (The preprinted, identifying number is the same on both seals and identical to the number on the chain of custody document.)

The medical assistant asks the patient to verify the sealing of both specimen bottles and asks the patient to initial and date the seals. The medical assistant verifies the patient's initials and date written on the seals for correctness.

9. With the patient observing, the medical assistant writes the patient's name, date of birth, and sex on the chain of custody document. The patient signs and dates the chain of custody document certifying that the specimen bottles were sealed, that the seals bear the same identifying number as that on the chain of custody document, that the specimens were his/hers, and that the specimens were not altered.
10. With the patient observing, the medical assistant signs and dates the chain of custody document (and writes in the time) certifying that the urine specimens were provided by the person named on the document on the date indicated, that the specimens were collected in accordance with specified collection procedures, and that the specimens have been prepared for transport to the laboratory. The medical assistant also indicates on the chain of custody document that the specimens submitted are urine, and that two specimens are being submitted.
11. With the patient observing, the medical assistant places both of the sealed specimen bottles and the laboratory copy of the chain of custody document in a plastic transport bag and seals the bag. (Before placing the laboratory copy of the chain of custody document in the plastic transport bag, the medical assistant points out to the patient that the area containing the name, date of birth and sex are blacked out on this copy to ensure confidentiality.) The patient is asked to verify that the bag is sealed. The bag is then placed in the specimen transport box and the medical assistant places the red colored security seal over the lid and down a side of the box.

12. The patient is asked to retrieve his/her belongings from the locker, return the key to the medical assistant and then is escorted out.
13. The medical assistant stores the specimen transport box (containing the sealed specimen bottles) in a refrigerator for laboratory specimens, pending pickup by the courier for the testing laboratory.
14. The urine specimens are picked up by courier and delivered to the testing laboratory.
15. Upon receipt of the urine specimens by the laboratory, a laboratory official signs and dates the chain of custody document certifying that the specimens have been examined and handled in accordance with applicable requirements.
16. The laboratory tests the urine specimen from one of the bottles. The second bottle remains sealed. The laboratory reports the test results to the medical provider.

If the specimen in the first bottle tests negative, the specimens in both bottles are refrigerated, held a prescribed number of days, and then discarded.

If the specimen in the first bottle tests positive, both bottles are placed in a freezer and both are retained for a minimum of one year.

17. The medical provider reports the test results to the City of San Diego.

Pre-Employment Breath Alcohol Testing Procedure

1. Upon arrival at the medical provider's facility, the patient must provide a valid, unexpired identification to the medical receptionist. The identification presented must include a photograph of the patient. A photocopy of the identification is made and placed in the patient's medical chart.
2. The breath alcohol test should be conducted in a room that provides privacy to the patient being tested. The testing room must be secured, with no unauthorized access at any time the Evidential Breath Testing Device (EBT) is unsecured or when testing is occurring. The Breath Alcohol Technician (technician) must conduct only one test at a time and must not leave the testing room while the preparations for testing or the test itself are in progress.
3. The technician will inform the patient of the need to conduct a screening test. The technician must open an individually sealed, disposable mouthpiece in view of the patient and attach it to the EBT. After the testing procedures are explained to the patient, the patient and the technician must complete, date, and sign the Alcohol Testing Form (Non-DOT). The patient and the technician sign the form indicating that the patient is present and providing a breath sample. The Alcohol Testing Form (Non-DOT) is not to be modified or revised. The form must provide carbonless triplicate copies. Copy 1 must be submitted to the City of San Diego's Personnel Department. Copy 2 must be provided to the patient. Copy 3 must be retained by the medical provider.
4. The technician will instruct the patient to blow forcefully into the mouthpiece to obtain a reading. Following the screening test, the technician must show the patient the result displayed on the EBT or the printed result.
5. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the Personnel Department as a negative test.
6. If the result of the screening test indicates an alcohol concentration of 0.02 or greater, a confirmation test must be conducted.
7. The technician will inform the patient of the need to conduct a confirmation test. The patient will be instructed not to eat, drink, or put any object or substance in his/her mouth. The technician will also instruct the patient not to belch (to the extent possible) while awaiting the confirmation test.
8. The confirmation test is conducted using the same procedures as the EBT screening test. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
9. If the results of the screening test is positive the medical provider is to inform the Personnel Department's Medical Administrator of the results.
10. The technician will sign and date the Alcohol Testing Form (Non-DOT). The patient will sign and date the certification statement, which includes a notice that the patient cannot perform safety-sensitive functions or operate a motor vehicle if the results are 0.02 or greater.
11. The technician will attach the alcohol test result printout directly onto the Alcohol Testing Form (Non-DOT) with tamper-evident tape.
12. The medical provider is to provide a copy of the results to the Personnel Department.

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I. AUTHORITY:

- A. Civil Service Rule II, Section 6. CAUSES FOR DISQUALIFICATION.
- B. Civil Service Rule XI, Section 3. CAUSE FOR REMOVAL OR SUSPENSION.
- C. Americans With Disabilities Act (42 U.S.C. §§ 12101 et seq.)
- D. California Fair Employment and Housing Act (Cal. Gov't Code §§ 12900 et seq.)

II. POLICY:

- A. It is the policy of the Commission to provide a medical examination program that will:
 - 1. Select candidates who are fit for the duties of their positions.
 - 2. Provide up-to-date medical information regarding City employees necessary for effective personnel administration.
 - 3. Adequately protect the health and safety of all employees as required by the California Occupational Safety and Health Act.
 - 4. Comply with all applicable state and federal laws governing employee selection and medical examinations.
 - 5. Facilitate the placement of qualified individuals with disabilities needing accommodation.
- B. Medical examinations are required of:
 - 1. New applicants.
 - 2. Repeating applicants who have not had a City medical examination within the past 12 months.
 - 3. Former employees seeking reinstatement to open eligible lists.
 - 4. Employees for which the appointing authority has a reasonable belief based on objective evidence that the employee may have a medical

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condition that interferes with the employee's ability to perform the essential functions of his or her position or poses a direct threat to the employee or others. (See Index Code I-6 - Compulsory Leave).

5. Employees returning to duty following a prolonged absence of 12 months or longer.
- C. An applicant's or employee's ability to perform the duties of a position will be determined by the Personnel Director based on job-related requirements for the position and the medical limitations established by the examining physician through the City's medical examination.
- D. It is the City's policy to engage in a timely, good faith interactive process with an applicant or employee in need of an accommodation and to provide reasonable accommodation, if any, for the known disability of an applicant or employee unless it would result in an undue hardship to the City.

III. GENERAL INSTRUCTIONS:

A. Examining Physician:

1. The examining physician shall conduct the medical examination for purposes of determining an individual's ability to perform the essential functions of a position. The examining physician should report to the Personnel Director any medical limitation that may interfere with the individual's ability to perform the duties of the position.
2. Drug and Alcohol Screening:
 - a. The drug and alcohol screening will test for the use of state and federally prohibited controlled substances and prescription drugs not prescribed to the individual as indicated by laboratory results.
 - b. The drug and alcohol screening is intended to identify behaviors or habits that may compromise the individual's ability to safely, efficiently, and competently perform the duties of the position.
 - c. The drug screening is also used to comply with state and federal laws prohibiting drug use in the workplace, including the

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Federal Drug-Free Workplace Act, 41 U.S.C. §§ 8100, et seq.

- d. A breath alcohol test with a confirmed alcohol concentration level of .02 or greater will establish the presence of alcohol which may adversely affect job performance or public safety.

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3. No expense to the City shall be ordered by the examining physician for laboratory or other studies except as directed by the Personnel Director.
4. Only the Personnel Department, shall notify examinees of medical qualification or disqualification. No certificate or report of fitness or disqualification shall be issued to the examinee by the examining physician, other than results of the breath alcohol test. Notice of all medical determinations shall be sent to the Personnel Department on its forms and in accordance with its procedures.
5. The examining physician must take care that medical reports are not accessible to unauthorized persons.

B. Personnel Director:

1. No individual disqualified by medical examination may be hired for or retained in a classified position without the approval of the Personnel Director.
2. For positive identification, the Social Security number or City Identification number of the examinee will be shown on all medical examination forms sent to the examining physician.
3. Information contained in medical reports is confidential and shall not be made available to unauthorized persons.
4. Medical information received from the examining physician will be evaluated by the Personnel Director on a case-by-case basis, relating the nature of the individual's medical limitations to the specific duties of the position.
 - a. Individuals will be given an opportunity to provide additional information prior to a final decision regarding medical disqualification.
 - b. The Personnel Director may obtain additional information from other medical specialists, the appointing authority, the City's worker's compensation and safety offices, and other relevant sources to assist in making a job-related decision.

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- c. Individuals who are disqualified for one position will remain on the eligible list for consideration for other positions in the same job classification.

5. Appeal Procedure:

- a. Within 5 days of notice of medical disqualification, the disqualified individual may submit an appeal of the disqualification in writing to the Personnel Director for determination by the Civil Service Commission, stating the reasons for the appeal.
- b. Any additional medical record or other information the disqualified individual wishes to have considered as part of the appeal must be provided to the examining physician and the Personnel Director within a reasonable period of time.
- c. All medical information to be used as part of the appeal, including the examining physician's findings, will be a public record and will be presented to the Civil Service Commission at its next regularly scheduled public meeting.
- d. The disqualified individual will be given an opportunity to be heard and to present medical evidence in support of the appeal.

C. Appointing Authorities:

- 1. In an emergency, the appointing authority may request permission from the Personnel Director to make an appointment of an individual pending medical examination. Any individual so appointed who fails the medical examination must be released from duty at once.
- 2. When necessary, medical information regarding City employees may be provided to the appointing authority, to inform the appointing authority of work restrictions and needed accommodations. The appointing authority is responsible for taking appropriate action in those cases where an employee has a restriction or need for accommodation. In those cases, the appointing authority should confer with Personnel Department staff and the City's Reasonable Accommodations Manager.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089912-23-D,
Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug
Testing**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089912-23-D, Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing (Contractor).

RECITALS

On or about 12/1/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide medical examinations and drug screening services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. Jennifer Villanueva-Lamas is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Jennifer Villanueva-Lamas, Program Coordinator
1200 Third Avenue, Suite 300
San Diego, CA 92101
(619) 236-7120
VillanuevaJ@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. The City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of

Scope of Services. The term of this Contract shall not exceed five (5) years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$4,000,000.00.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Occupational Health Centers of California, a
Medical Corporation dba Concentra Medical
Proposer

5575 Ruffin Rd. #100

Street Address

San Diego, CA 92123

City

858.277.2744

Telephone No.

camberry@concentra.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY:



Print Name:

Claudia C. Barca

Director, Purchasing & Contracting Department

July 27, 2023

Date Signed

BY:



Signature of Proposer's
Authorized Representative

Kathy T. Le, MD, MPH

Print Name

President and Treasurer

Title

1/30/23

Date

Approved as to form this 15th day of

August, 20 23.

MARA W. ELLIOTT, City Attorney

BY: 

Deputy City Attorney

Miguel Merrell

R 315021

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Site Inspection and Interview of Key Personnel. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer

based on the RFP and the proposer’s proposal or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP	15
1. Requested information included and thoroughness of response.	
2. Executive Summary, understanding of the project.	
3. Proposed project approach.	
4. Clarity and brevity of the response.	
B. Responses to the Scope of Services	20
1. Medical examinations and services as specified in Exhibit B.	
2. Medical equipment required to provided services as specified in Exhibit B.	
3. Hours of Operation.	
4. Multiple facilities geographically spread throughout San Diego region for taking urine specimens and availability of lockers for peace officers.	
5. Scheduling of appointments.	
6. Delivery of examination and laboratory results as specified in Exhibit B.	
7. Strict procedures for proper collection, identification, and security of urine specimens as specified in Exhibit B.	
8. Contingency plan for emergencies.	
9. Specialized medical services.	
C. Qualifications and Experience	30
1. Qualified staff, per the resumes submitted.	
2. Industrial/occupational medicine experience.	
3. Accessibility of City dedicated staff.	
4. Testing lab must be certified for urine drug testing by the Substance Abuse and Mental Health Services Administration (SAMHSA).	
5. Knowledge and practice of Department of Transportation (DOT) regulations.	
6. Knowledge and practice of Peace Officer Standards and Testing (POST).	
D. Past Performance	10
1. Professional reference from other public agencies.	
2. Meeting timelines for deliverables.	
3. Demonstrated responsiveness.	
E. Site Inspection and Interview of Key Personnel at Facility(ies)	15

	MAXIMUM EVALUATION POINTS
<ol style="list-style-type: none"> 1. Cleanliness. 2. Professionalism; presentation of “self” and “team” clarity, brevity, and completeness of response to questions. 3. Security and confidentiality of records and patient information. 4. Equipment and Facilities. 	
F. Price	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
G. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City’s requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City’s requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City’s protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City’s determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. COVID-19 Certification Form

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City of San Diego has approximately 11,359 full-time and part-time employees in jobs ranging from Police Officers and Fire Fighters that require strenuous physical activity, to administrative and clerical occupations that are sedentary and involve light activity.

City policy and State and Federal law prohibit any employment practice which discriminates against an applicant or employee because of that person's protected status. However, in order to protect the safety of our employees and the public, the City has a Medical Program that includes medical examinations and drug testing which is intended to help limit the number of injuries and cost associated with those injuries. The City will permit consideration and employment of all applicants and employees who can safely perform the duties of the job for which they are being considered or employed.

This Request for Proposal (RFP) is being issued in order to solicit proposals from medical organizations interested in providing employment and Department of Motor Vehicles (DMV) medical examinations and drug testing for City employees.

Interested parties who meet the specifications and requirements of this RFP are encouraged to submit a Proposal.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers employment & DMV medical exams and drug testing that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

C. OVERVIEW OF SCOPE OF WORK

The selected medical organization will be required to provide necessary physical examinations, medical tests, breath alcohol tests, drug screening and laboratory studies and promptly provide written reports of significant findings, medical limitations and restrictions, and other related services to the City Personnel Department, in accordance with this Section C – Overview of Scope of Work to this RFP. Proposer shall have a thorough understanding of industrial/occupational medicine.

D. PROGRAM DESCRIPTION

Proposer shall comply with the medical program as described below.

1. Pre-Employment Examinations. Medical examination of applicants will have two basic parts:

- a. The first part will be the medical examination conducted by a physician plus the necessary medical test and laboratory studies. The physician will note: (1) significant findings related to the person's ability to perform the essential functions of the job at issue, and (2) medical limitations and restrictions related to the job, plus recommended accommodations required to perform the essential functions of the job, if applicable, and report these to the Personnel Department. Attachment A – Medical Restrictions and Limitations Form is an example of such a report. Determinations as to job-related medical limitations and restrictions will be based on the professional judgment of the examining physician. The content of the examination will be determined by the nature of the job for which the applicant is being considered. City jobs have been divided into three groups as described in Attachment B – Types of Medical Examinations. Attachment B – Types of Medical Examinations also lists the contents of the examinations for jobs in each group.

Proposer shall provide a description of how the medical examination of candidates in each category as described in Attachment B – Types of Medical Examinations would be carried out. Proposer may propose changes to these categories and is required to provide an explanation of the basis for the proposed changes.

Applicants being considered for City jobs not belonging to one of the three medical groups described in Attachment B – Types of Medical Examinations may also be sent for a medical examination if they indicate that they have physical and/or medical limitations that would prevent them from performing the duties of their position, if deemed necessary (see Attachment C – City of San Diego Personnel Department Pre-Employment Questionnaire).

- b. For the second part of the medical evaluation the City of San Diego's Personnel Department determines whether the significant findings and medical limitations and restrictions reported by the examining physician preclude an applicant from safely performing the duties of a specific job. The Personnel Department, in conjunction with other City departments, will facilitate the interactive process between the hiring department and the applicant, and will have final authority and responsibility for deciding if an individual is to be employed.
2. Department of Motor Vehicles Examinations. The medical provider will also administer physical examinations as prescribed by the California Department of Motor Vehicles to those City employees whose jobs require possession of Class A or Class B drivers' licenses (see Attachment B – Types of Medical Examinations).
 3. Fitness for Duty Examinations. The City may require medical examinations of current employees with suspected medical symptoms or conditions to determine if these employees are able to perform their essential job duties.
 4. Drug Screening. A significant part of the City's employment medical examination program is a urine drug screen for candidates for selected jobs. In addition, the City has programs requiring random drug testing for designated employees, drug testing for employees who are on "Condition of Continued Employment"

Agreements, and drug testing for employees suspected of being under the influence of a controlled substance.

5. Breath Alcohol Testing. Breath alcohol testing is required of candidates for certain City jobs as part of their pre-employment medical examination.
6. Executive Medical Examinations. The City may also wish to provide comprehensive executive medical examinations to selected management staff. Details of this may be found in Attachment D – Executive Medical Examinations of this Request for Proposal.

E. CORE REQUIREMENTS AND DELIVERABLES

Proposer shall provide medical services as outlined below:

1. At minimum, the medical provider’s facility and staff must be available to provide medical examinations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Employment examinations may require the collection of a urine specimen for drug testing.

Proposer shall provide the address(es) of the facility(ies) where services shall be provided, a general description of the facility(ies), and hours of operation.

2. The medical provider must be able to take urine specimens from designated City employees included in the City’s Random Drug and Alcohol Testing Program (non D.O.T.) between the hours of 8:00 a.m. and 2:00 a.m. (at a minimum), seven (7) days per week. A 24-hour, seven (7) days per week operation is desirable. The City shall give extra merit to Proposers who can deliver this desirable. Multiple facilities that are geographically spread throughout the City of San Diego region for taking urine specimens are required. The City’s Random Drug and Alcohol Testing Program will include peace officers and the medical provider is required to provide individual locked storage facilities for each officer’s weapon and/or other law enforcement equipment.
3. The medical provider shall meet the requirements for providing medical examinations which are primarily scheduled on short notice. Up to twenty (20) appointments may be requested on a daily basis for examinations to take place on the next business day.
4. Proposer shall provide a description of its medical equipment, including but not limited to, equipment that is required for the following:

Vision Testing	Electrocardiography
Color Vision Testing	Laboratory Services
Audiometric Screening	Pulmonary Function Testing
Radiological Studies	Breath Alcohol Testing

5. The medical provider shall be required to provide, occasionally, larger numbers of examinations (up to 25 a day) needed in relatively short time frames. In such

instances, the City will provide no less than 24 hours advance notice in order for the medical provider to prepare for the extra workload.

Physical examinations must be made by a licensed physician. However, routine tests and taking of laboratory samples may be performed by licensed nursing personnel or appropriately licensed and qualified technicians. All results must be reviewed by a licensed physician.

Proposer shall provide a description of the total amount of time that each of the examinations in Attachment B – Types of Medical Examinations would take to complete for each candidate.

6. Upon request, preliminary examination results will be telephoned to the City's Personnel Department within forty-eight (48) hours. In all cases, a final written report, including laboratory results will be provided within three (3) business days (see Attachment A – Medical Restrictions and Limitations Form).

Proposer shall provide its proposal for delivery of medical and drug screen reports and related written materials to the designated office of the City.

7. A significant portion of the City's medical examination program involves urine drug testing. Urine drug testing is required for:
 - a. Candidates for certain City jobs as a part of their pre-employment medical examinations;
 - b. City employees in designated jobs on a periodic and random basis;
 - c. Current City employees suspected of being under the influence of controlled substances ("for cause" testing); and
 - d. Employees who, as a condition of their continued employment, agree to submit to random drug testing ("Condition of Continued Employment" Agreement testing).

The medical provider shall perform the collection of urine specimens unobserved for candidates/employees identified in items 7.a and 7.b noted above. The medical provider shall perform observed collection of urine specimens for employees identified in items 7.c and 7.d noted above.

The medical provider is required to follow strict procedures for the proper collection, identification, and security of urine specimens. The medical provider will rigidly ensure the proper chain of custody of the urine specimen while in the medical provider's custody.

Attachment E – Drug Screening Procedures describes the protocols for the collection, identification, and handling of urine specimens. There are two (2) different protocols for handling of urine specimens. There is a separate protocol for observed urine sample collections. The medical provider must substantially follow these protocols.

The City's current drug testing program requires testing for the following substances:

1. 6-acetylmorphine
2. Amphetamines/Methamphetamines
3. Barbiturates
4. Benzodiazepines
5. Cocaine metabolite (benzoylecgonine)
6. Codeine/Morphine
7. Ethanol/Alcohol
8. Methadone
9. Hydrocodone/Hydromorphone
10. Oxycodone/Oxymorphone
11. Phencyclidine (PCP)
12. Marijuana metabolites (THCA)
13. MDMA/MDA

The City may also request testing for steroids and other substances, as needed.

The City's pre-employment and Random Drug and Alcohol Testing Program requires a breath alcohol test. The medical provider shall perform a breath alcohol test using an Evidential Breath Testing Device (EBT) that is capable of measuring a candidate or employee's blood alcohol concentration. It must be able to distinguish alcohol from acetone at the 0.02 alcohol concentration level. An EBT must be capable of conducting an air blank and performing an external calibration check. The EBT must produce a printed result in triplicate or three consecutive identical copies of each breath test. All screening tests must be performed by a trained breath alcohol technician (see Attachment F - Pre-Employment Breath Alcohol Testing Procedure).

Proposer shall provide a description of how urine specimens will be taken from candidates and employees for drug testing purposes, and how the integrity of the specimens and chain of custody will be preserved and protected. Proposer shall describe any special facilities it has for collecting and/handling urine specimens to be tested for drugs. Proposer shall describe the drug testing methodologies used for initial and confirmation testing as well as sample retention and storage procedures.

Proposer shall provide a description of how breath alcohol tests will be conducted for candidates, and provide procedures for obtaining a breath alcohol test, and interpreting and recording the results.

Proposer shall provide a description of how City employees who are subject to periodic, random urine drug testing would be accommodated in an expeditious and discreet manner to minimize their out-of-service time.

Proposer shall provide a description of its recruiting, screening, and selection process for its office, medical and technical personnel who would be responsible for performing the breath alcohol test, and collecting, documenting and maintaining the chain of custody of urine specimens for drug screens. Proposer shall describe any background and reference checking performed for these prospective employees prior to being hired. Proposer shall also describe the training programs for such personnel on the proper collection, handling, and documentation of urine specimens for drug screens and breath alcohol tests.

Proposer shall provide a description of its drug and alcohol testing programs, if any, for medical, nursing, technical, and/or administrative employees on a pre-employment, random, reasonable suspicion, or other basis.

8. The City requires that the initial testing of urine specimens for drugs be done using a highly sensitive testing methodology such as the enzyme immunoassay technique. If the first test is positive, the laboratory will need to conduct further testing using such technology as gas chromatography or gas chromatography / mass spectrometry. The laboratory must follow rigid procedures to ensure the proper identification, testing, chain of custody, integrity, and storage of the specimens. All confirmed positive specimens must be frozen and retained for a minimum of twelve (12) months in the laboratory's facility.

Medical provider's testing laboratory must be certified for urine drug testing by the Substance Abuse and Mental Health Services Administration (SAMHSA). The testing laboratory must also be acceptable to the City in terms of proficiency, accuracy, reliability, suitability, testing methodology, and drug detection levels used.

The City may, at its discretion, inspect the facilities of the drug testing laboratory and examine its security procedures at reasonable times and hours during the term of this contract.

Proposer shall provide the name(s) and location(s) of the laboratory(ies) it will use for analysis of blood and urine specimens, including drug screening.

Proposer shall include the name(s) of the representative(s) from the drug testing laboratory who will be the designated representative for the City to provide expert consultation to the City and the issuance of statements under oath for drug testing matters.

9. The City estimates that the following numbers of medical examinations and drug screens may be needed per fiscal year:

Group I (refer to Attachment B – Types of Medical Examinations)	400
Group II (refer to Attachment B – Types of Medical Examinations)	250

Group III (refer to Attachment B – Types of Medical Examinations)	350
DMV Licensing Examinations (refer to Attachment B – Types of Medical Examinations)	500
Executive Medical Examinations (refer to Attachment D – Executive Medical Examinations)	5
Fitness for Duty Evaluations	10
Review of Pre-Employment Questionnaire (refer to Attachment C – City of San Diego Personnel Department Pre-Employment Questionnaire)	10
Tuberculosis Testing	200
Breath Alcohol Test	3,130
Urine Drug Screens (collection of urine specimen is not observed) performed as a part of the above examinations using PROTOCOL A (refer to Attachment E – Drug Screening Procedures)	630
Urine Drug Screens (collection of urine specimen is not observed) performed alone with no accompanying medical examination (Random Drug and Alcohol Testing Program) using PROTOCOL B (refer to Attachment E – Drug Screening Procedures)	2500
Urine Drug Screens (collection of urine specimen must be observed) performed alone with no accompanying medical examination in reasonable suspicion cases (“for cause” testing) using PROTOCOL A (refer to Attachment E – Drug Screening Procedures)	25
Urine Drug Screens (collection of urine specimen must be observed) performed alone with no accompanying medical examination for employees under a “Condition of Continued Employment Agreement” using PROTOCOL A (refer to Attachment E – Drug Screening Procedures)	25

Medical examinations and drug screens will be scheduled on an as-needed basis. No minimum or maximum numbers by type, day or week for the contract periods are guaranteed and are provided above as best estimates only.

10. The medical provider must ensure the availability of a principal physician as a contact to respond to inquiries from the City’s Personnel Department relating to medical examinations, drug tests and other contract services. Contact by the City may be required on a daily basis.

11. The medical provider shall maintain complete records on each individual examined. Such records will be confidential and will be available only to the medical provider, the City's Medical Program Administrator (or designee), and to the individual examined/tested as allowed by California state law.

Proposer shall describe its provisions for records storage.

12. The medical provider must have back-up equipment and personnel for emergencies to ensure prompt scheduling and completion of scheduled medical examinations and tests.

13. Medical provider shall provide the City additional specialized medical services as may be required from time to time, including, but not limited to, the following:

- a. Special Evaluations:

The City may require the availability of medical specialists in various fields (such as cardiology, orthopedics, neurology, ophthalmology, endocrinology, psychiatry) to assist in special evaluations of candidates and to provide information beyond that normally obtained in routine examinations.

- b. Appeals:

Applicants have the right to appeal a medical disqualification for employment to the City's Civil Service Commission. The City may require a medical re-examination and re-evaluation of a candidate who has appealed his/her

disqualification (including the review of medical records), and to provide information, in comprehensive narrative written reports, to the City's Civil Service Commission about the applicant's medical limitations and risks of employment. The examining physicians may also be required to testify before the Civil Service Commission. The City has an average of approximately five (5) appeals per year.

- c. Modifying Guidelines:

The City may require expert medical advice and consultation, including research and recommendations, for determining new or revising existing medical guidelines or changing medical procedures and the content of examinations.

- d. Fitness for Duty Examinations:

The City may require medical examinations of current City employees which may require examinations by medical specialists.

- e. Asbestos Surveillance Examinations:

These examinations are special pre-employment medical examinations for persons working with asbestos. The requirements are specified by State law. Typically, the examination includes a review of the person's medical history, physician's examination, chest X-ray read by "B Reader," and a pulmonary function test. Other studies may be required if indicated by the medical history.

f. Respirator Medical Qualification Examinations:

These are special medical examinations to determine if a candidate or employee can satisfactorily wear a breathing apparatus (respirator). The requirements are determined by State law and at the discretion of the physician. Typically, the examination includes a review of the person's medical history, physician's examination, and pulmonary function test. Other studies may be required if indicated by the medical history.

g. Physician's Review of the Pre-Employment Questionnaire:

All applicants, including those applying for positions not requiring a physical examination, complete a Pre-Employment Questionnaire. The City may require a physician to review this document, as well as medical records from the applicant's private physician and comment on whether the applicant appears to be fit for duty or has medical restrictions or limitations and what accommodations are recommended, if applicable.

In the instances outlined above, the examining physician will need to work closely with the City Personnel Department to ensure that medical determinations are based on a firm understanding of the specific job duties for which the employee is being considered.

Proposer shall describe how the additional medical services noted above would be provided.

14. The framework for the City's medical examination program is contained in the official Personnel Regulations of the City of San Diego. A copy of the applicable regulations governing this program and the City's Medical Guidelines are included as Attachment G – City Personnel Regulations Governing Medical Examinations. The City may periodically amend the Personnel Regulations cited in Attachment G upon the approval of the Civil Service Commission.

F. QUALIFICATIONS AND EXPERIENCE

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the Proposer, the following information must be included with proposal submittal:

1. Proposer shall provide an estimation of the percentage of its current practice which represents industrial/occupational medicine.
2. Proposer shall provide a statement of its understanding of State and Federal law and applicable court decisions with respect to equal employment opportunity and the hiring and employment of persons with disabilities.
3. Proposer shall provide the names of the physicians who will conduct the medical examinations. Proposer shall indicate each physician's total years of experience, specific experience in industrial/occupational medicine, medical specialties, Board Certifications, and other pertinent qualifications. Proposer shall clearly define what responsibilities the assigned physician(s) will be charged with relative to this project.

4. Proposer shall provide the name of the physician who will be the primary contact with the City's Personnel Department on medical examinations. Proposer shall include a description of this physician's experience, medical specialties, Board Certifications, and other pertinent qualifications if not included above.
5. Proposer shall provide the name(s) of the physician(s) who will read x-rays and other specialized tests and their qualifications, specialties, Board Certifications, and other pertinent qualifications.
6. Proposer shall provide the names of other medical, nursing, and technical personnel who will provide services to the City, and provide their qualifications, licenses, and/or certifications.
7. The City's dedicated Physician and Key Medical and Laboratory Staff shall be accessible, at the minimum, by e-mail and telephone numbers with an area code of 619, 858, 760 or a toll-free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time excluding City holidays.

G. REFERENCES

Proposers are required to provide to the City of San Diego a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to a government agency as specified in this RFP during the past three (3) years.

H. SITE INSPECTION AND INTERVIEW OF KEY PERSONNEL AT FACILITY(IES)

The City Evaluation Committee, or its designated representatives, at its discretion, shall conduct a site inspection of any facility(ies) Proposer designates will be providing services under this RFP. Proposer's key personnel at the facility(ies) shall be required to be interviewed by the City's Evaluation Committee, or its designated representatives, during a site inspection of Proposers facility(ies). The purpose of the site inspection and interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individuals and to ensure that the facility(ies) meets the requirements to conduct examinations and testing as specified in the RFP. If the City determines that such site inspection and interview of the key personnel is needed, the Issuing Office will schedule a date, time and the place for inspection. Proposers are required to make the available the facility(ies) and interview of the key personnel within seven (7) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified services. Notwithstanding the possibility of a request for a site inspection and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the site inspection and interview of the key personnel are the responsibility of the Proposer.

I. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

J. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule periodic meetings during the term of the contract to discuss Proposer’s performance. This meeting, should it be required, shall be scheduled at the City’s request anytime during the term of the Contract. At this meeting, the City will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer’s performance. Proposer attendance at quality assurance meetings shall be at no charge to the City.

K. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Contract Administrator. The Contract Administrator will communicate the date, time, location, and agenda for this meeting to the Proposer. The post award kick-off meeting shall be at no charge to the City.

L. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

M. LICENSES AND PERMITS

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

N. PRICING SCHEDULE

Proposer must complete the pricing schedule in its entirety to be considered for this Contract.

SECTION 1: FIXED PRICING FOR CORE REQUIREMENTS AND DELIVERABLES

Description	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group I Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group I Medical Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$

Description	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group II Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group II Medical Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Group III Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group III Medical Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
DMV Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of DMV Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Executive Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Executive Medical Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Asbestos Surveillance Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Asbestos Surveillance Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Respiratory Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Respiratory Exam Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Respiratory Exam for SCBA (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Respiratory Exam for SCBA Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Tuberculosis Test (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Tuberculosis Test Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$

Description	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Urine Drug Screening – Protocol A (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Urine Drug Screening – Protocol A Pricing on the attached worksheet.)	\$	\$	\$	\$	\$	\$
Urine Drug Screening – Protocol B (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Urine Drug Screening – Protocol B Pricing on the attached worksheet)	\$	\$	\$	\$	\$	\$
Breath Alcohol Testing (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Breath Alcohol Testing Pricing on the attached worksheet)	\$	\$	\$	\$	\$	\$
Fitness for Duty Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Fitness for Duty Exam Pricing on the attached worksheet)	\$	\$	\$	\$	\$	\$

SECTION 2: PRICING BREAKDOWN

Proposers shall provide an itemization of the costs associated with the pricing for each exam provided in Section 1.

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group I Medical Exam						
1. Review of Personal Health History (Questionnaire)	\$	\$	\$	\$	\$	\$
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$	\$	\$	\$	\$	\$
3. Vital Signs	\$	\$	\$	\$	\$	\$
4. Eye Tests (Near, Distant, Phorias, Color)	\$	\$	\$	\$	\$	\$
5. Hearing Test	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Group I Medical Exam						
6. Radiological Studies (w/o 3-view lumbar spine x-rays)	\$	\$	\$	\$	\$	\$
7. Electrocardiogram	\$	\$	\$	\$	\$	\$
8. Laboratory Studies	\$	\$	\$	\$	\$	\$
9. Pulmonary Function Test	\$	\$	\$	\$	\$	\$
10. Respiratory Pulmonary Function Test w/Treadmill (for Fire Fighter classes)	\$	\$	\$	\$	\$	\$
11. Review of Pertinent Medical Records	\$	\$	\$	\$	\$	\$
12. Written Report of Exam Findings	\$	\$	\$	\$	\$	\$
13. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays)	\$	\$	\$	\$	\$	\$
14. Optional:	\$	\$	\$	\$	\$	\$
15. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Group II Medical Exam						
1. Review of Personal Health History (Questionnaire)	\$	\$	\$	\$	\$	\$
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$	\$	\$	\$	\$	\$
3. Vital Signs	\$	\$	\$	\$	\$	\$
4. Eye Tests (Near, Distant, Phorias, Color)	\$	\$	\$	\$	\$	\$
5. Hearing Test	\$	\$	\$	\$	\$	\$
6. Electrocardiogram	\$	\$	\$	\$	\$	\$
7. Laboratory Studies	\$	\$	\$	\$	\$	\$
8. Pulmonary Function Test	\$	\$	\$	\$	\$	\$
9. Review of Pertinent Medical Records	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group II Medical Exam						
10. Written Report of Exam Findings	\$	\$	\$	\$	\$	\$
11. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays	\$	\$	\$	\$	\$	\$
12. Optional:	\$	\$	\$	\$	\$	\$
13. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group III Medical Exam						
1. Review of Personal Health History (Questionnaire)	\$	\$	\$	\$	\$	\$
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$	\$	\$	\$	\$	\$
3. Vital Signs	\$	\$	\$	\$	\$	\$
4. Eye Tests (Near, Distant, Phorias, Color)	\$	\$	\$	\$	\$	\$
5. Hearing Test	\$	\$	\$	\$	\$	\$
6. Laboratory Studies	\$	\$	\$	\$	\$	\$
7. Pulmonary Function Test	\$	\$	\$	\$	\$	\$
8. Review of Pertinent Medical Records	\$	\$	\$	\$	\$	\$
9. Written Report of Exam Findings	\$	\$	\$	\$	\$	\$
10. Optional:	\$	\$	\$	\$	\$	\$
11. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
DMV Exam						
1. Review of Personal Health History (Questionnaire)	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
2. Complete Physical Exam by Physician	\$	\$	\$	\$	\$	\$
3. Laboratory Studies	\$	\$	\$	\$	\$	\$
4. Other Medical Tests which may be required by the State Department of Motor Vehicles	\$	\$	\$	\$	\$	\$
5. Completion of DMV Medical Examination Report and Medical Examiner's Certificate	\$	\$	\$	\$	\$	\$
6. Medical Report	\$	\$	\$	\$	\$	\$
7. Optional:	\$	\$	\$	\$	\$	\$
8. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Review of Personal & Family Health History	\$	\$	\$	\$	\$	\$
2. Complete Physical Exam by Physician	\$	\$	\$	\$	\$	\$
3. Eye Tests (Near, Distant, Phorias, Color)	\$	\$	\$	\$	\$	\$
4. Tonometer Test for Glaucoma	\$	\$	\$	\$	\$	\$
5. Hearing Test	\$	\$	\$	\$	\$	\$
6. Pulmonary Function	\$	\$	\$	\$	\$	\$
7. Radiological Studies	\$	\$	\$	\$	\$	\$
8. Cardiovascular Risk Analysis (CVRA)	\$	\$	\$	\$	\$	\$
9. Proctosigmoidoscopic Examination	\$	\$	\$	\$	\$	\$
10. Laboratory Studies	\$	\$	\$	\$	\$	\$
11. Health Risk Profile	\$	\$	\$	\$	\$	\$
12. Immunization Review and Update for Foreign Travel (upon request)	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Executive Medical Exam						
13. Written Report of Exam Findings	\$	\$	\$	\$	\$	\$
14. Follow-up Consultation with Physician	\$	\$	\$	\$	\$	\$
15. Optional:	\$	\$	\$	\$	\$	\$
16. Optional:	\$	\$	\$	\$	\$	\$
17. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Asbestos Surveillance Exam						
1. Review of Asbestos Questionnaire	\$	\$	\$	\$	\$	\$
2. Physical Exam by Physician	\$	\$	\$	\$	\$	\$
3. Pulmonary Function Test	\$	\$	\$	\$	\$	\$
4. Chest X-Ray 3-View	\$	\$	\$	\$	\$	\$
5. Hemocult	\$	\$	\$	\$	\$	\$
6. Optional:	\$	\$	\$	\$	\$	\$
7. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Respiratory Exam						
1. Review of Respiratory Questionnaire	\$	\$	\$	\$	\$	\$
2. Physical Exam by Physician	\$	\$	\$	\$	\$	\$
3. Compliance Letter	\$	\$	\$	\$	\$	\$
4. Optional: Pulmonary Function Test	\$	\$	\$	\$	\$	\$
5. Optional: Chest X-Ray 2-View	\$	\$	\$	\$	\$	\$
6. Optional:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
7. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Review of Respiratory Questionnaire	\$	\$	\$	\$	\$	\$
2. Physical Exam by Physician	\$	\$	\$	\$	\$	\$
3. Compliance Letter	\$	\$	\$	\$	\$	\$
4. Treadmill	\$	\$	\$	\$	\$	\$
5. Optional: Pulmonary Function Test	\$	\$	\$	\$	\$	\$
6. Optional: Chest X-Ray 2-View	\$	\$	\$	\$	\$	\$
7. Optional: Lumbar Spine X-Ray 3-View	\$	\$	\$	\$	\$	\$
8. Optional:	\$	\$	\$	\$	\$	\$
9. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Urine Drug Screening – Protocol A	\$	\$	\$	\$	\$	\$
2. Urine Drug Screening – Protocol B	\$	\$	\$	\$	\$	\$
3. Observed Urine Drug Testing (A & B)	\$	\$	\$	\$	\$	\$
4. Breath Alcohol Testing	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Review of Personal Health History (Questionnaire)	\$	\$	\$	\$	\$	\$
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$	\$	\$	\$	\$	\$
3. Vital Signs	\$	\$	\$	\$	\$	\$
4. Eye Tests (Near, Distant, Phorias, Color)	\$	\$	\$	\$	\$	\$
5. Hearing Test	\$	\$	\$	\$	\$	\$
6. Laboratory Studies	\$	\$	\$	\$	\$	\$
7. Pulmonary Function Test	\$	\$	\$	\$	\$	\$
8. Review of Pertinent Medical Records	\$	\$	\$	\$	\$	\$
9. Written Report of Exam Findings	\$	\$	\$	\$	\$	\$
10. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays	\$	\$	\$	\$	\$	\$
12. Optional:	\$	\$	\$	\$	\$	\$
13. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$	\$	\$	\$	\$	\$

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Examining Physician to Testify at Appeals Before the Civil Service Commission	\$	\$	\$	\$	\$	\$
2. Modifying Guidelines – Medical Advice & Consultation, Research & Recommendations for Determining New or Revising Existing Medical Guidelines	\$	\$	\$	\$	\$	\$
3. Other:	\$	\$	\$	\$	\$	\$

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Request for Proposal (RFP) for Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing

B. BIDDER/PROPOSER INFORMATION:

Occupational Health Centers of California, a Medical Corporation		Concentra Medical Centers	
Legal Name		DBA	
5575 Ruffin Rd. #100	San Diego	CA	92123
Street Address	City	State	Zip
Cathey Amberry, Senior Key Account Manager	858.277.2744		858.277.3085
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Kathy T. Le, MD, MPH	President and Treasurer
Name	Title/Position
Rancho Cucamonga, CA 91730-0976	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct interest; Officer and stakeholder	
Interest in the transaction	

Sabrina Linnemann	Vice President, Operations - Pacific
Name	Title/Position
Dana Point, CA 92628	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct Interest; Operations	
Interest in the transaction	

Kwi Bulow, MD, MBA	Director of Medical Operations-San Diego
Name	Title/Position
San Diego, CA 92130	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct interest; Medical	
Interest in the transaction	

Kim Duong	Director of Operations-San Diego
Name	Title/Position
Carlsbad, CA 92011	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct interest; Operations	
Interest in the transaction	

Rosa Noriega	Care Coordinator
Name	Title/Position
San Diego, CA 92154	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct interest; Daily Operations	
Interest in the transaction	

Cathey Amberry	Senior Key Account Manager
Name	Title/Position
San Diego, CA 92104	
City and State of Residence	Employer (if different than Bidder/Proposer)
Direct interest; Account Manager	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

X Corporation Date incorporated: 09/15/1997 State of incorporation: California

List corporation's current officers: President: Kathy T. Le, MD, MPH
 Vice Pres: _____
 Secretary: _____
 Treasurer: Kathy T. Le, MD, MPH

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 09/15/1997

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____ If

Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:

	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:			
		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase Banks

Point of Contact: National Confirmation Center

Address: P.O. Box 955200; Ft. Worth, Texas 76155-9200

Phone Number: 800.550.8509

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

- 9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2019001345 - Kearny Mesa center Year Issued: 2022

F. PERFORMANCE HISTORY:

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

- 7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: County of San Diego

Contact Name and Phone Number: Suzann Charney PH: 858-694-3756

Contact Email: Suzann.charney@sdcounty.ca.gov

Address: 5530 Overland Ave., 2nd Floor San Diego, CA 92123

Contract Date: 4/1/2017 – 3/31/2023 (previous contracts date back in excess of 20 years)

Contract Amount: All services: \$3,000,000 annually; DOT Drug Alcohol Testing only: \$11,000 annually

Requirements of Contract: Physical Exams, Drug and Alcohol Screening, Workers' Comp Injury Care

Company Name: San Diego County and Imperial County Schools JPA

Contact Name and Phone Number: Felicia Amenta PH: 858-571-7221

Contact Email: famenta@sdcoe.net

Address: 6401 Linda Vista Road San Diego, CA 92111

Contract Date: 7/1/2022 – 6/30/2023 (previous contracts date back in excess of 25 years)

Contract Amount: All Services: \$365,000 annually

Requirements of Contract: Physical Exams, Drug and Alcohol Screening

Company Name: City of Oakland

Contact Name and Phone Number: Andrew Lathrop PH: 510-238-7165

Contact Email: alathrop@oaklandnet.com

Address: 150 Frank H Ogawa Plz Ste 3332 Oakland, CA 94612

Contract Date: 2018 to Present

Contract Amount: \$6,000,000

Requirements of Contract: Physical Exams, Drug and Alcohol Screening, Injury Care

G. COMPLIANCE:

- 1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- 2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

- 1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # _____

- 3. Are you certified as any of the following: No

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not applicable

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Kathy T. Le, MD, MPH, President and Treasurer
Name and Title

DocuSigned by:

016B5D08197441C... Signature

1/13/2023
Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

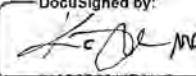
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

Concentra has provided within our bid submission 13 separate business tax certificates for the City's review – one for each Concentra facility in the San Diego market.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Kathy T. Le, MD, MPH, President and Treasurer

Print Name, Title

DocuSigned by:

01685D08197441C

Signature

1/13/2023

Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.



The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.



The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Occupational Health Centers of California, a Medical Corporation dba Concentra Medical Centers

Certified By Kathy T. Le, MD, MPH Title President and Treasurer

DocuSigned by:  Name _____
 Signature

Date 1/13/2023



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Occupational Health Centers of California, a Medical Corporation

ADA/DBA: Concentra Medical Centers

Address (Corporate Headquarters, where applicable): 5080 Spectrum Drive, Suite 1200W

City: Addison County: Dallas State: TX Zip: 75001

Telephone Number: 800.232.3550 Fax Number: _____

Name of Company CEO: W. Keith Newton

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: 5575 Ruffin Rd. #100

City: San Diego County: San Diego State: CA Zip: 92123

Telephone Number: 858.277.2744 Fax Number: 858.277.3085 Email: _____

Type of Business: _____ Type of License: _____

The Company has appointed: Danielle Kendall

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 5080 Spectrum Drive, Suite 1200W

Telephone Number: 972-364-8024 Fax Number: _____ Email: dani_kendall@concentra.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Occupational Health Centers of California, a Medical Corporation dba Concentra Medical Centers

(Firm Name)

Dallas, Texas hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 16 day of August, 2022

01685D08197441C...

(Authorized Signature)

Kathy T. Le, MD, MPH, President and Treasurer

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Occupational Health Centers of California, a Medical Corporation DATE: 08/11/2022

OFFICE(S) or BRANCH(ES): 5575 Ruffin Road # 100 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	1	0	0	0	0	0	0	0	1	2	0	0
Professional	0	0	1	2	2	3	0	0	0	0	6	9	0	0
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	0	1	4	27	2	1	0	0	0	0	0	3	0	0
Sales	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	0	0	3	0	0	0	0	0	0	0	0	3	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operative Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	1	9	29	4	4	0	0	0	0	7	17	0	0
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Grand Total All Employees 71

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Occupational Health Centers of California, a Medical Corporation

DATE: 08/11/2022

OFFICE(S) or BRANCH(ES): 5575 Ruffin Road # 100

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Tab B - Executive Summary and Responses to Specifications

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

The City has unique service specifications and Concentra can deliver customized clinical solutions to help you achieve your program goals and objectives. We treat one in every five work-related injuries/illnesses, more than 18 million since 1979. We maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others. Our approach successfully combines evidence-based medicine with our clinical expertise and superior service discipline to deliver convenient access to quality care and measurable cost savings.

A Best-in-Class Occupational Health Model

With a clear and compelling vision and a notable record of accomplishments, we offer our best-in-class solution and a health care experience that is second to none. As clients come to know us, they discover Concentra's value in everything we do.

Clinical Foundation

Concentra was founded by physicians as a medical practice and the delivery of high-quality medical care continues to be our core competency to this day. We hire and retain some of the finest clinicians in the industry and have established a model for workplace health unequalled in the industry. Concentra's Medical Expert Panels work to identify health trends, research new treatment approaches, monitor regulatory changes and develop clinical practice guidelines and best practices.

Expertise and Innovation

Concentra played a significant role in creating the workplace health industry model that exists today. We apply our proven methodologies to occupational medicine and workers' compensation and have developed evidence-based clinical guidelines to help improve treatment and overall outcomes. We established the Concentra Occupational Health Research Institute (COHRI) in 2000 to promote scientific research and continuing medical education in occupational health.

Unmatched Access

With Concentra, your employees have access to our extensive network of nearly 520 Concentra medical centers nationwide. In addition, Concentra Telemed[®] and Concentra Telerehab[®] extend access to care beyond the centers' walls and standard working hours. Our integrated approach ensures continuity of care by leveraging the same electronic medical record and practice model regardless of access point.

Concentra's Transportation Solution provides injured employees with scheduled and real-time rides to and from Concentra medical centers. Available nationwide, our transportation solution is provided free of cost for employee transportation after initial injury, for follow-up appointments, and for scheduled physical therapy visits. After an employee reports an injury to his/her supervisor, the supervisor calls the local Concentra medical center to request a ride. A few minutes later, a driver sends a text message notifying the employee of the estimated time of arrival for pickup. After the visit, center team members arrange for the employee's ride back to the workplace or home, depending on the severity of the injury and the treating clinician's recommended treatment plan. The City's employees would have prompt access to expert care, convenient rides with no smartphone app or tip required, and reduced time away from work.

Our Mission

Our company mission is to improve the health of America's workforce, one patient at a time. We take a customized approach that enables us to meet the diverse needs of our customers across the U.S. We attribute our success to our commitment to put our customers' people first, delivering personalized attention that optimizes employee health and productivity.



**Concentra's Proposal for
Employment and Department
of Motor Vehicles (DMV)
Medical Examinations and
Drug Testing**

PRESENTED TO

City of San Diego

PRESENTED BY

Cathey Amberry
Senior Key Account Manager

5575 Ruffin Road
San Diego, CA 92123-1380

Mobile: 619-822-7385
Email: camberry@concentra.com



January 17, 2023

Damian Singleton
Sr. Procurement Contracting Officer
City of San Diego
Purchasing & Contracting Department (P&C)
1200 Third Avenue, Suite 200,
San Diego, CA 92101

RE: Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing, 10089912-23-D

Dear Mr. Singleton:

Concentra® is pleased to present to City of San Diego (City) our proposal to provide Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing, which adheres to all specifications and includes all relevant attachments.

As City's incumbent provider for the scope of services and as the nation's leader in occupational healthcare, Concentra is highly qualified and well positioned to continue performing the services City is seeking. Our national footprint, strong infrastructure, health care expertise, and commitment to service excellence would provide ongoing tangible benefits for City – supporting you in your efforts to meet your program objectives.

Concentra draws from a pool of experienced professionals to serve our clients' needs. We assign an initial point of contact during the procurement and contracting phases and designate operational resources to provide ongoing account management and program support. The operations director would monitor contract deliverables and program expectations to help ensure we achieve successful outcomes that effectively meet the program objectives. In addition, the account management team would help ensure the services rendered under the contract remain compliant with all applicable local, state, and federal regulations.

Should you have any questions or concerns regarding our response, please contact *Cathey Amberry*, *senior key account manager*, via phone: 619-822-7385 or by email: camberry@concentra.com.

Concentra affirms that:

- All information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, January 17, 2023
- City anticipates a contract term of two (2) year from the Effective Date, with three (3), one (1) year options
- We are in receipt of addendum A and addendum B

Concentra values City's consideration of our response. We are confident that when our experience and capabilities, geographic footprint, and account management strategy are taken into account, Concentra will emerge as your ideal partner for the requested services. We look forward to the opportunity to continue serving as the preferred Employment and Department of Motor Vehicles (DMV) Medical Examinations and Drug Testing partner with City of San Diego and its employees.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathy T. Le".

Kathy T. Le, MD, MPH

President and Treasurer

Occupational Health Centers of California, a Medical Corporation dba Concentra Medical Centers

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Proposer's Response to the RFP

Understanding the City's Requirements

Concentra understands that the City proposals from medical organizations interested in providing employment and Department of Motor Vehicles (DMV) medical examinations and drug testing for City employees

Concentra further acknowledges that the City desires the selected medical organization to provide necessary physical examinations, medical tests, breath alcohol tests, drug screening and laboratory studies and promptly provide written reports of significant findings, medical limitations and restrictions, and other related services.

We would perform the following scope of services, as outlined in Addendum A for RFP 10089912-23-D, and in compliance with the City's Personnel Regulations for Medical Examinations:

- Group I Medical Examinations
- Group II Medical Examinations
- Group III Medical Examinations
- Department of Motor Vehicle Examinations
- Executive Medical Examinations
- Drug Screening Procedures - Protocol A
- Drug Screening Procedures - Urine Specimen; Collection Under Direct Observation
- Drug Screening Procedures - Protocol B
- Pre-Employment Breath Alcohol Testing Procedure

Concentra's Solution

Concentra has extensive experience performing the requested services and we are confident our expertise and best practices approach make us the right company to assist the City in meeting its program objectives.

Concentra would successfully perform the requested scope of services proficiently and in the most cost-effective manner through our extensive network of medical centers, our skilled clinicians and account management team staff, and our operational efficiency.

Concentra assures the City that we would:

- Leverage our decades of experience and use company best practices that are compliant with the Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), and other regulated examinations
- Maintain policies and procedures to ensure ongoing compliance with the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others
- Conduct drug screenings in accordance with DOT standard, 49 CFR Part 40
- Utilize a Substance Abuse and Mental Health Services Administration (SAMHSA)-certified, College of American Pathologists-Forensic Drug Testing (CAP-FDT) accredited, and Clinical Laboratory Improvement Amendments (CLIA)-certified laboratory for specimen analysis
- Utilize our Kearny Mesa medical center as the main service site
- Employ only properly certified and trained staff to perform the scope of work
- Assign a designated team of qualified professionals to oversee the City's program and ensure continued compliance
- Document patient visits and generate meaningful reports
- Maintain records securely to ensure confidentiality of personal health information in accordance with the guidelines outlined by the Health Insurance Portability and Accountability Act (HIPAA)

[Concentra's longevity in health care and our experience serving clients like the City would prove valuable during our engagement.]

We have the experience and resources, and qualified personnel, and are readily able to serve the City efficiently and professionally.

Approach to Performing the Scope of Work

Concentra medical centers offer a full complement of health care services including, but not limited to, substance abuse testing, physical examinations, clinical services, vaccinations, injury care, physical therapy, and wellness screenings. Our centers offer convenient weekday operational hours. Our Kearny Mesa medical center is open 24/7 365 days a year.

Occupational Health Services - Program Description

Physical Examinations

Concentra has comprehensive policies and procedures outlining examination requirements in accordance with DOT, OSHA, ADA, and general occupational health. We assure the City that a trained and appropriately licensed medical professional would perform the required examinations and adhere to all applicable regulations and guidelines specific to the examination.

Medical and Work History Questionnaire

Prior to any physical examination, an employee completes a thorough medical history questionnaire that includes personal, occupational, family, and medication history. Our comprehensive medical and work history questionnaires ensure your employees are compliant with all federal, state, and local mandates specific to their job category.

After reviewing the questionnaire, Concentra's clinician performs a comprehensive physical examination and reviews the questionnaire in conjunction with the employee's test results to make the appropriate medical recommendations. Concentra immediately addresses any findings that pose immediate danger to the life or health of the employee.

FormFox Electronic Forms

Concentra has the capability to use the FormFox system to electronically capture the employee's medical history and questionnaire. The employee completes the form online before coming to the clinic/medical center, or upon arrival, thus ensuring legibility and completeness (the system prevents skipping sections). For DOT physicals, if the driver is certified, the medical examiner's certificate (MEC) is provided in the center post-visit. All determinations are reported to the National Registry of Certified Medical Examiners (NRCME) per regulations.

Custom and Spanish Forms

Concentra has custom medical and work history questionnaires in both English and Spanish and can provide an array of comprehensive and mandated questionnaires necessary to maintain compliance.

Types of Physical Examinations

Concentra realizes that any medical examination must be "job-related and consistent with business necessity" (29 CFR 1630.14(b)). Pre-placement/post-offer physical examinations help ensure employees or prospective employees do not have a medical condition that:

- Prevents safe performance of the essential job duties
- Can be exacerbated by the job duties
- Affects the safety of the employee, co-workers, or others in the workplace

Standard Examination Components

Concentra would provide physical examinations according to the City's requirements. However, it is customary for the standard examination to include the following components:

- | | |
|---|--|
| ▪ Medical history | ▪ Evaluation of the respiratory system |
| ▪ Occupational history | ▪ Gastrointestinal examination |
| ▪ Vital signs | ▪ Musculoskeletal examination |
| ▪ Vision acuity (far distance) | ▪ Neurological evaluation |
| ▪ Examination of head, eyes, ears, nose, and throat | ▪ Skin and lymphatic examination |
| ▪ Evaluation of the cardiovascular system | |

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements. Currently, Concentra has the pleasure of understanding the specific needs of the City as it relates to examinations. We have outlined some of those below as an example of our understanding and expertise. During post contract implementation, Concentra welcomes the opportunity to review and refine the City's needs and expectations.

- **Group I Medical Examinations** are performed for employees in the Safety Services, namely, Police Officers, Fire Fighters, and Lifeguards per City protocols and Addendum A and Attachment B.
- **Group II Medical Examinations** are performed for employees in heavy labor, skilled trades, heavy equipment operation, trash collection, grounds maintenance, custodial and storekeeping occupations per City protocols and Addendum A and Attachment B.
- **Group III Medical Examinations** are performed for employees in the building inspection, radio dispatching, laboratory, parking enforcement, traffic control, and similar occupations per City protocols and Addendum A, Attachment B.
- **Department of Motor Vehicle Examinations** are performed for employees who are required to drive or operate vehicles and equipment requiring Class A or B driver licenses.
- **Executive Medical Examinations** would be conducted per City protocols and Addendum A and Attachment B.

Fitness-for-Duty Examinations

Fitness-for-duty examinations help ensure that employees can safely perform their job functions. Concentra therapists and clinicians are specifically trained to assess fitness for duty for injured employees and for employees who have medical conditions that could limit their ability to perform essential job functions.

A fitness-for-duty examination is performed when an employee:

- Has observable difficulty performing work duties in a manner that is safe for the employee, his/her coworkers, the employer, or the public, as determined by the employee's supervisor
- Poses an imminent and serious safety threat to self or others
- Returns to work from a non-work-related illness or injury

Medical Surveillance Examinations

Concentra performs medical surveillance examinations for employees who may be exposed to potentially hazardous substances and conditions. Our medical surveillance services include Baseline Surveillance Examination, Baseline Follow Up, Periodic Surveillance Examination, Biologic Monitoring, and Exit Surveillance Examination. These exams vary by the type of exposure, as every kind of exposure has specific requirements defined by the Occupational Safety and Health Administration (OSHA). We maintain medical surveillance exam clinical guidelines for the most common exposure types and employ skilled personnel trained in examination components. Concentra assures that all exam components and results reporting are in accordance with current OSHA regulations.

Department of Transportation (DOT) Physical Examinations

Concentra has been performing Department of Transportation (DOT) physical examinations for employers for the past 40 years. Annually, we perform more than 800,000 DOT physicals. We maintain comprehensive policies and procedures for these examinations and thoroughly train our staff on each testing component. The Federal Motor Carrier Safety Administration (FMCSA) provides the physical requirements for commercial motor vehicle (CMV) drivers in 49 CFR 391.41. (Other DOT agencies may have prescribed different physical standards for their safety sensitive roles, such as pilots, rail conductors, etc.)

Medical Examiner's Certificate

The DOT physical exam is performed by a certified medical examiner listed on the National Registry of Certified Medical Examiners. The exam includes a review of the employee's medical history; a physical exam with vital

signs, vision, and hearing testing; and a urine test for blood, protein, and sugar to look for conditions that may impact a driver's ability to safely operate a vehicle. Following the examination, the results are automatically reported to the National Registry and state motor vehicle agencies, as required. If the driver passes, the ME provides the required Medical Examiner's Certificate (MEC). The certificate may be issued for up to 24 months; however, the Concentra ME may limit certification based on a driver's medical history.

Firefighter Physical Examinations

Concentra conducts comprehensive physical examinations of firefighters. To begin, we require firefighters to complete a medical history questionnaire, which includes medical, personal, occupational, family, and medication history. A Concentra clinician reviews the questionnaire and performs a thorough physical examination, which focuses on the firefighter's ability to meet the physical demands required to perform the essential job functions identified by the fire department. The clinician also performs a medical examination to reveal any health conditions that could adversely affect job performance.

NFPA Standard 1582

Concentra performs National Fire Protection Agency (NFPA) and International Association of Fire Fighters (IAFF) examinations for hundreds of municipalities across the United States. We maintain written protocols on all NFPA and IAFF standards and ensure that all personnel who deliver services have the appropriate certifications to perform audiograms, pulmonary function tests, and stress testing. Furthermore, we have physical conditioning protocols and perform job site analyses, physical fitness testing, and more to meet NFPA requirements for our clients.

[Concentra maintains written protocols on all NFPA standards and ensures that our personnel have the appropriate certifications to perform audiograms and pulmonary function tests.]

Confidentiality

Concentra maintains the confidentiality of all medical data. Information firefighters provide to our clinician would not be inappropriately shared. No fire department supervisor or manager shall have access to medical records without the express written consent of the employee. There are occasions, however, when specific medical information is required to make decisions regarding placement, return to work, and so forth. In these cases, written consent shall be obtained from the employee prior to release of specific medical information.

Police Officer Physical Examinations

Concentra conducts police officer examinations according to the employing agency's examination requirements. In addition, for identified safety-sensitive positions, Concentra performs a medical history and physical examination designed to detect any of the following outlined conditions that may affect the individual's job function:

The examining physician records the findings of the medical examination on the prescribed form, and indicates whether a limiting medical, physical, or mental circumstance exists – describing how the circumstance affects the officer's ability to perform his/her duties and specifying the type and duration of treatment required. Infectious disease screenings and immunizations are completed, as needed, based on the individual's health history.

Respirator Medical Clearance Evaluation

We summarize our capabilities to perform respirator medical clearance evaluations for an employer's occupational health services program in the following table.

Component	Details
OSHA Respirator Medical Clearance Evaluation Questionnaire	<p>Concentra uses the required OSHA Respirator Medical Clearance Evaluation Questionnaire (questionnaire) when rendering an evaluation. Concentra asks the employer to provide the following information:</p> <ul style="list-style-type: none"> • Type and weight of respirator to be worn • Exposures encountered with respirator use • Duration and frequency of respirator use • Physical effort expected while wearing the respirator • Temperature and humidity extremes during wear • Other personal protective equipment to be worn while wearing the respirator • Any subsequent medical information <p>If the employee provides a positive response to any of questions one through eight of the questionnaire, a follow-up exam and ancillary tests (such as spirometry, resting EKG, and CXR) may be required at the discretion of the evaluating clinician. The evaluating clinician reviews the responses, performs a focused physical exam, reviews any test results, then provides a written medical opinion to the employer regarding the employee's ability to use the respirator.</p>
Physical Examination	A follow-up medical exam may be required based on questionnaire responses. The exam includes all components as applicable and medically appropriate. We conduct the evaluations in accordance with OSHA standards, as outlined in 29 CFR 1910.134.
Clinical Testing	As appropriate, Concentra performs spirometry, Chest X-rays, and resting EKGs.
Fit Testing (additional fee)	Concentra has comprehensive policies and procedures for training our medical support specialist on respirator fit testing in accordance with OSHA regulation 29 CFR 1910.134. We regularly provide qualitative fit testing at Concentra medical centers and perform quantitative fit testing at select locations.

Proposer shall provide a description of the total amount of time that each of the examinations in Attachment B – Types of Medical Examinations would take to complete for each candidate.

Group I Medical Exam	2.5 hours
Group I w/Treadmill	3.5 hours
Group II Medical Exam	2.5 hour
Group III Medical Exam	1.5 hours
DMV Exam	1.0 hour

Special Evaluations

The City may require the availability of medical specialists in various fields (such as cardiology, orthopedics, neurology, ophthalmology, endocrinology, psychiatry) to assist in special evaluations of candidates and to provide information beyond that normally obtained in routine examinations.

Concentra would perform the core scope of services using our internal staff. However, we would partner with local medical specialists as needed to perform the special services required by the City. We would ensure that all vendors utilized for the City's program offer high quality services delivered in a manner consistent with Concentra's practices, to provide the optimal employer and employee experience. Vendors would operate under Concentra's supervision and in accordance with our agreement with the City, without exception.

Expert Testimony

Concentra will provide an expert witness related to the services that our clinicians and professionals render as defined in the course and scope of this RFP. We require the issuance of a subpoena if such testimony is required. Concentra's legal counsel will communicate directly with the City's legal counsel to ascertain the specific information required/desired to adequately represent the facts of the specific case.

Laboratory

Our laboratory vendor can prepare a litigation package or similar materials for legal, grievance, or disciplinary purposes. In addition, qualified laboratory experts are available to testify in court proceedings to clarify or support the laboratory's documentation and procedures.

Medical Review Officer

The medical review officer (MRO) must be, and remain knowledgeable about, applicable rules including DOT Part 40, MRO guidelines, and DOT agency regulations, which impact organizations for which the MRO evaluates drug test results. The MRO is often called upon to assist clients in the implementation of legally defensible policies and programs. Therefore, the MRO must be able to advise organizations about both regulated and non-regulated drug and alcohol testing procedures. Our proposed MRO is available to serve as an expert consultant or witness on matters involving drug testing. The MRO is available via conference call or in person.

Drug and Alcohol Testing

DOT-Compliant Urine Drug Screens

Concentra conducts urine drug testing in full compliance with Department of Transportation (DOT) rule 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing) and adheres to all Substance Abuse and Mental Health Services Administration (SAMHSA) policies and procedures to ensure appropriate chain of custody. By following these procedures in both federal and non-federal testing, Concentra simplifies the collection process, offers the most defensible procedures for our collectors and clients, and provides the optimal level of confidentiality for the donors.

Our typical process includes:

- Certified staff to perform collections
- Use of split specimen collection method as required by DOT
- Use of the proper custody and control forms (CCF) for regulated and non-regulated testing, using electronic CCFs when possible
- Proper specimen containment
- Shipment of specimen, within 24 hours, to a SAMHSA-certified laboratory for analysis
- Involvement of a Medical Review Officer (MRO) for follow-up review, as appropriate

We acknowledge and would perform the City's required testing for the following substances, including steroids and other substances, as needed:

- | | |
|---|----------------------------------|
| 1. 6-acetylmorphine | 8. Methadone |
| 2. Amphetamines/Methamphetamines | 9. Hydrocodone/Hydromorphone |
| 3. Barbiturates | 10. Oxycodone/Oxymorphone |
| 4. Benzodiazepines | 11. Phencyclidine (PCP) |
| 5. Cocaine metabolite (benzoylecgonine) | 12. Marijuana metabolites (THCA) |
| 6. Codeine/Morphine | 13. MDMA/MDA |
| 7. Ethanol/Alcohol | |

Concentra Collectors

Concentra's collector certification course meets and exceeds the DOT training model. To help ensure consistency among all Concentra markets in adhering to DOT regulations, we developed a three-phase Collector Certification Program. Our policy is that all collectors (new hires and existing) successfully complete each phase of the program prior to Concentra certifying the individual to perform drug screen collections. Concentra's intention is to maintain high standards and quality throughout the collection process. To that end, although DOT regulations require refresher training to occur within five years, Concentra requires refresher training for all collectors every 2.5 years. If the collector does not complete refresher training within the designated timeframe, we do not allow him/her to perform DOT collections.

We summarize each phase of our Collector Certification Program in the following table.

Phase One: Study Guide and Quiz	
Intranet study guide and quiz (required prior to attending Phase Two)	
Phase Two: Classroom Instruction	
<ul style="list-style-type: none"> Interactive instruction Hands-on collection training 	<ul style="list-style-type: none"> Written examination (85 percent pass rate required for certification) Completion of Collector Acknowledgement Form
Phase Three: Proficiency Examination	
<ul style="list-style-type: none"> Five consecutive, error-free mock collections Two uneventful collection scenarios One "insufficient quantity of urine" scenario 	<ul style="list-style-type: none"> One "temperature out-of-range" scenario One scenario in which the donor refuses to sign the CCF and initial the specimen bottle's tamper-evident seal

Collection Process

DRUG SCREENING PROCEDURES - PROTOCOL A

- Upon arrival at the medical provider's facility, the patient is asked to complete necessary written documentation including a "Patient Information" or equivalent form, and a drug screening consent form. The medical receptionist asks for and visually checks the patient's identification. (Identification presented must include a photograph of the patient. A photocopy of the identification is made and placed in the patient's chart.) If the patient refuses to authorize the drug screening, the scheduled medical examination will not be conducted. If, upon arrival at the medical provider's facility, the patient asks to reschedule the medical examination, he/she will be asked to complete the written documentation and provide a urine specimen. The remainder of the medical examination would then be rescheduled.
- After the physician's examination of the patient, or at some point while still in a gown (and assurances have been made that the patient has not brought in a concealed urine specimen from another person), the patient is escorted by a medical assistant to a work area of the medical provider's facility where a sink is available and directs the patient to wash his/her hands.
- The medical assistant puts on a new pair of gloves and offers a pair of gloves to the patient. The patient is directed to wear the gloves prior to and while providing a specimen.
- The medical assistant asks the patient to select an unopened single specimen collection box from a storage bin. These boxes are shrink wrapped and contain: - 1 - 180 cc plastic collection cup with temperature strip - 1 - 60 ml plastic specimen bottle packaged in a plastic bag - 1 specimen bag containing a moisture absorbent paper towelette - 1 red colored security seal for the box With the patient observing, the medical assistant removes the shrink wrapping over the box, opens the box, removes the contents, and hands the collection cup to the patient.
- The patient is then escorted to a lavatory and instructed to provide a urine specimen. The patient is advised of the minimum amount of urine required as determined by the testing laboratory. The medical assistant closes the door of the lavatory and waits outside the door. NOTE: Precautions must be taken to ensure that any faucets or soap dispensers in the lavatory have been rendered non functional by sealing them with tape or other methods; that there are no other water sources in the lavatory; that the cover of the toilet tank is securely taped or sealed; that the flusher on the toilet is sealed; and that a bluing agent has been added to the toilet water. Additionally, precautions must be taken so that the patient does not have access to street clothes, purses, bags, etc.
- When the patient emerges from the lavatory, the medical assistant takes the collection cup, reads the temperature of the specimen from the temperature strip on the side of the cup, and escorts the patient to a work area in the facility where the remainder of the urine specimen collection procedure is completed. The medical assistant requests the patient to remove his/her gloves or wash his/her hands. The medical assistant records the temperature of the specimen on the chain of custody document.
- With the patient observing, the medical assistant opens the plastic bag containing the empty urine specimen bottle and unscrews the cap. The medical assistant pours the urine specimen from the collection cup into the specimen bottle and caps the bottle. With the patient observing, the medical assistant removes one preprinted, numbered, and tamper evident seal from the preprinted and numbered chain of custody document and places the seal over the cap and down the sides of the bottle. (The preprinted, identifying number on the seal is identical to the number on the chain of custody document.) The medical assistant asks the patient to verify the sealing of the specimen bottle and asks the patient to

initial and date the seal. The medical assistant verifies the patient's initials and date written on the seal for correctness.

- With the patient observing, the medical assistant writes the patient's name, date of birth, and sex on the chain of custody document. The patient signs and dates the chain of custody document certifying that the specimen bottle was sealed, that the seal bears the same identifying number as that on the chain of custody document, that the specimen was his/hers, and that the specimen was not altered.
- With the patient observing, the medical assistant signs and dates the chain of custody document, certifying that the urine specimen was provided by the person named on the document on the date indicated, that the specimen was collected in accordance with specified collection procedures, and that the specimen has been prepared for transport to the laboratory. The medical assistant also indicates on the chain of custody document that the specimen submitted is urine, and that one specimen is being submitted.
- With the patient observing, the medical assistant places the sealed specimen bottle and the laboratory copy of the chain of custody document in a plastic transport bag and seals the bag. (Before placing the laboratory copy of the chain of custody document in the plastic transport bag, the medical assistant points out to the patient that the area containing the name, date of birth and sex are blacked out on this copy to ensure confidentiality.) The patient is asked to verify that the bag is sealed. The bag is then placed in the specimen transport box and the medical assistant places the red colored security seal over the lid and down a side of the box.
- The patient is escorted out
- The medical assistant stores the specimen transport box (containing the sealed specimen bottle), in a refrigerator for laboratory specimens, pending pickup by the courier for the testing laboratory.
- The urine specimen is picked up by courier and delivered to the testing laboratory. 1
- Upon receipt of the urine specimen by the laboratory, a laboratory official signs and dates the chain of custody document certifying that the specimen has been examined and handled in accordance with applicable requirements.
- The laboratory tests the urine specimen and reports the test results to the medical provider. If the specimen tests negative, it is refrigerated, held a prescribed number of days, and then discarded. If the specimen tests positive, it is placed in a freezer and retained for a minimum of one year.
- The medical provider reports the test results to the City of San Diego.

DRUG SCREENING PROCEDURES - PROTOCOL B

- Upon arrival at the medical provider's facility, the patient is asked to complete a basic "Patient Information" form or equivalent written documentation.
- The patient is escorted by a medical assistant to an area of the medical provider's facility where the medical assistant directs the patient to remove his/her jacket, bag, and any other bulky items of clothing and equipment. (Provisions need to be made for police officers to lock their equipment and other items in separate storage lockers.) The officer's gunbelt may be removed at his/her discretion. Pockets need not be emptied. The patient locks the locker and keeps the key in his/her possession during the urine collection procedure.
- The medical assistant asks the patient to complete a drug screening consent form. The medical assistant asks for and visually checks the patient's identification, and documents on the drug screening consent form the type of identification presented. The identification presented must include a photograph of the patient. (No photocopies of the patient's identification are to be made for persons covered in Protocol B.) The medical assistant also has a chain of custody document on hand.
- The patient is directed to wash his/her hands. The medical assistant puts on a new pair of gloves. If a patient declines to wash his/her hands, this shall be documented on the drug screening consent form. For City of San Diego Fire Service Personnel washing hands is optional and no notations are made if the patient declines to wash hands.
- The medical assistant asks the patient to select an unopened split specimen collection box from a storage bin. These boxes are shrink wrapped and contain: - 1 - 180 cc plastic collection cup with temperature strip - 2 - 60 ml plastic specimen bottles individually packaged in plastic bags - 1 specimen bag containing a moisture absorbent paper towelette - 1 red colored security seal for the box With the patient observing, the medical assistant removes the shrink wrapping over the box, opens the box, removes the contents, and hands the collection cup to the patient.
- The patient is then escorted to a lavatory and instructed to provide a urine specimen. The patient is advised of the minimum amount of urine required as determined by the testing laboratory. The medical

assistant closes the door of the lavatory and waits outside the door. NOTE: Precautions must be taken to ensure that any faucets or soap dispensers in the lavatory have been rendered non functional by sealing them with tape or other methods; that there are no other water sources in the lavatory; that the cover of the toilet tank is securely taped or sealed; that the flusher on the toilet is sealed; and that a bluing agent has been added to the toilet water.

- When the patient emerges from the lavatory, the medical assistant takes the collection cup, reads the temperature of the specimen from the temperature strip on the side of the cup, and escorts the patient to a work area in the facility where the remainder of the urine specimen collection procedure is completed. The medical assistant requests the patient to remove his/her gloves or wash his/her hands. The medical assistant records the temperature of the specimen on the chain of custody document.
- With the patient observing, the medical assistant opens the plastic bags containing the empty urine specimen bottles and unscrews the caps. The medical assistant pours the urine specimen from the collection cup into the specimen bottles (at least 30 ml in one and at least 15 ml in the other) and caps the bottles. With the patient observing, the medical assistant removes one preprinted, numbered, and tamper evident seal from the preprinted and numbered chain of custody document and places the seal over the cap and down the sides of one of the bottles. The medical assistant then removes the second preprinted, numbered, and tamper evident seal from the same chain of custody document and similarly seals the second specimen bottle. (The preprinted, identifying number is the same on both seals and identical to the number on the chain of custody document.) The medical assistant asks the patient to verify the sealing of both specimen bottles and asks the patient to initial and date the seals. The medical assistant verifies the patient's initials and date written on the seals for correctness.
- With the patient observing, the medical assistant writes the patient's name, date of birth, and sex on the chain of custody document. The patient signs and dates the chain of custody document certifying that the specimen bottles were sealed, that the seals bear the same identifying number as that on the chain of custody document, that the specimens were his/hers, and that the specimens were not altered.
- With the patient observing, the medical assistant signs and dates the chain of custody document (and writes in the time) certifying that the urine specimens were provided by the person named on the document on the date indicated, that the specimens were collected in accordance with specified collection procedures, and that the specimens have been prepared for transport to the laboratory. The medical assistant also indicates on the chain of custody document that the specimens submitted are urine, and that two specimens are being submitted.
- With the patient observing, the medical assistant places both of the sealed specimen bottles and the laboratory copy of the chain of custody document in a plastic transport bag and seals the bag. (Before placing the laboratory copy of the chain of custody document in the plastic transport bag, the medical assistant points out to the patient that the area containing the name, date of birth and sex are blacked out on this copy to ensure confidentiality.) The patient is asked to verify that the bag is sealed. The bag is then placed in the specimen transport box and the medical assistant places the red colored security seal over the lid and down a side of the box.
- The patient is asked to retrieve his/her belongings from the locker, return the key to the medical assistant and then is escorted out.
- The medical assistant stores the specimen transport box (containing the sealed specimen bottles) in a refrigerator for laboratory specimens, pending pickup by the courier for the testing laboratory.
- The urine specimens are picked up by courier and delivered to the testing laboratory.
- Upon receipt of the urine specimens by the laboratory, a laboratory official signs and dates the chain of custody document certifying that the specimens have been examined and handled in accordance with applicable requirements.
- The laboratory tests the urine specimen from one of the bottles. The second bottle remains sealed. The laboratory reports the test results to the medical provider. If the specimen in the first bottle tests negative, the specimens in both bottles are refrigerated, held a prescribed number of days, and then discarded. If the specimen in the first bottle tests positive, both bottles are placed in a freezer and both are retained for a minimum of one year.
- The medical provider reports the test results to the City of San Diego.

Concentra uses the DOT-required split specimen collection method, when possible. DOT collection specimens are tested for substances outlined in the most recent regulations. The certified collector and appropriate laboratory adhere to the following guidelines:

Observed Collections

We acknowledge that in certain instances, direct observation may be required, and Concentra can meet this requirement.

DRUG SCREENING PROCEDURES - URINE SPECIMEN COLLECTION UNDER DIRECT OBSERVATION

NOTE: The medical provider will need to follow the overall drug screening procedures described in Protocol A with the additional steps indicated below. The medical provider's staff assigned this function needs to be extremely courteous, professional, and discreet.

- Prior to the patient being escorted to a lavatory to provide a urine specimen, the medical assistant advises the patient that the urine specimen collection will be done under direct observation. The patient is also advised that the view of the urine passing from the body into the collection cup cannot be obstructed; if it is obstructed, the City of San Diego will be notified of the patient's failure to cooperate.
- The medical assistant accompanies the patient into the lavatory, closes the door, and hands the patient the collection cup. The medical assistant must be the same sex as the patient. The medical assistant positions himself/herself in a manner to be able to visually verify that the specimen passes directly from the patient's body into the collection cup. The patient hands the filled collection cup to the medical assistant.
- The remainder of the drug screening procedure is followed as described in Protocol A.

Chain of Custody

When collecting urine specimens, Concentra adheres to all SAMHSA policies and procedures to ensure appropriate chain of custody to document the integrity and security of the specimen from the time of collection until receipt by the laboratory. For DOT collections, we use the federal chain of custody and control form (CCF); for non-regulated drug screens, we use the non-federal CCF.

Specific to DOT testing, Concentra completes the federal CCF in accordance with SAMHSA guidelines, as we outline below:

- Collector ensures that the name and address of the drug testing laboratory appears on the top of the CCF and that the specimen ID number on the top of the CCF matches the specimen ID number on the labels/seals
- Collector provides the required information in step 1 on the CCF and provides a remark in step 2 if the donor refuses to provide his/her Social Security or employee ID number
- Collector gives a collection container to the donor to provide specimen
- After the donor gives the specimen to the collector, the collector checks the temperature of the specimen within four minutes, marks the appropriate temperature box in step 2 on the CCF, and provides a remark if the temperature is outside the acceptable range
- Collector checks the split or single specimen collection box:
 - ✓ If no specimen is collected, the collector checks that box, provides a remark, discards Copy 1, and distributes the remaining copies as required
 - ✓ If it is an observed collection, the collector checks that box and provides a remark
- Donor watches as the collector pours the specimen from the collection container into the specimen bottle(s), places the cap(s) on the specimen bottle(s), and affixes the label(s)/seal(s) on the specimen bottle(s)
- After affixing the labels/seals, the collector dates the specimen bottle label(s)
- Donor initials affixed and dated specimen bottle label(s)
- Collector turns to Copy 2 (MRO Copy) and instructs the donor to (1) read the certification statement in step 5 and (2) sign, print name, date, provide phone numbers, and date of birth; if the donor refuses to sign the certification statement, the collector provides a remark in step 2 on Copy 1
- Collector completes step 4 (i.e., provides signature, printed name, date, time of collection, and name of delivery service), immediately places the sealed specimen bottle(s) and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required

Specimen Transport

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in every case, within 24 hours. Specimens are picked up one to two times per day depending on the volume of drug tests being administered at the center location.

Laboratory Urine Drug Screening

Initial Screening Test

A high-sensitivity enzyme immunoassay (EIA) screens for the presence of commonly abused drugs. At this stage, test results equal to or greater than a calibrated immunoassay cutoff concentration identify presumptively positive specimens. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

Laboratory Urine Screen Confirmation Test

For specimens that do not screen negative initially, confirmatory drug testing is performed by gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry (LC/MS), or any other technique recognized by the U.S. Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration (SAMHSA).

The concentration of drug or drug metabolite in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration. As with the screening test, each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position. If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted, or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

- If a donor specimen has a concentration of drug that is less than the employer-specific cutoff, the specimen is determined to be negative for the confirmation test.
- If a donor specimen has a concentration of drug that is greater than or equal to the employer-specific cutoff, the specimen is determined to be positive for the specific test.

Laboratory positives are transmitted to the Medical Review Officer (MRO). Concentra provides a dedicated MRO, who gathers all test data, and submits to the City Personnel Department. The City Personnel Department obtains further information from the donor. Once the MRO receives the donor information from the City, the MRO submits the test result as positive or negative.

Breath Alcohol Testing

Concentra conducts breath alcohol testing using an evidential breath testing (EBT) device selected from the National Highway Traffic Safety Administration (NHTSA) Conforming Products List for both screening and confirmation testing. To ensure quality results, we calibrate each EBT device daily and after every positive result, without exception. Records of the calibration are filed with a retention period of five years. In addition, personnel performing breath alcohol testing are trained and certified as breath alcohol technicians (BAT) in accordance with Department of Transportation (DOT) guidelines.

Pre-Employment Breath Alcohol Testing Procedure

- Upon arrival at the medical provider's facility, the patient must provide a valid, unexpired identification to the medical receptionist. The identification presented must include a photograph of the patient. A photocopy of the identification is made and placed in the patient's medical chart.
- The breath alcohol test should be conducted in a room that provides privacy to the patient being tested. The testing room must be secured, with no unauthorized access at any time the Evidential Breath Testing Device (EBT) is unsecured or when testing is occurring. The Breath Alcohol Technician (technician) must conduct only one test at a time and must not leave the testing room while the preparations for testing or the test itself are in progress.
- The technician will inform the patient of the need to conduct a screening test. The technician must open an individually sealed, disposable mouthpiece in view of the patient and attach it to the EBT. After the testing procedures are explained to the patient, the patient and the technician must complete, date, and sign the Alcohol Testing Form (Non-DOT). The patient and the technician sign the form indicating that the patient is present and providing a breath sample. The Alcohol Testing Form (Non-DOT) is not to be modified or revised. The form must provide carbonless triplicate copies. Copy 1 must be submitted to the City of San Diego's Personnel Department. Copy 2 must be provided to the patient. Copy 3 must be retained by the medical provider.

- The technician will instruct the patient to blow forcefully into the mouthpiece to obtain a reading. Following the screening test, the technician must show the patient the result displayed on the EBT or the printed result.
- If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required, and the test will be reported to the Personnel Department as a negative test.
- If the result of the screening test indicates an alcohol concentration of 0.02 or greater, a confirmation test must be conducted.
- The technician will inform the patient of the need to conduct a confirmation test. The patient will be instructed not to eat, drink, or put any object or substance in his/her mouth. The technician will also instruct the patient not to belch (to the extent possible) while awaiting the confirmation test.
- The confirmation test is conducted using the same procedures as the EBT screening test. If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result.
- If the results of the screening test is positive the medical provider is to inform the Personnel Department's Medical Administrator of the results.
- The technician will sign and date the Alcohol Testing Form (Non-DOT). The patient will sign and date the certification statement, which includes a notice that the patient cannot perform safety sensitive functions or operate a motor vehicle if the results are 0.02 or greater.
- The technician will attach the alcohol test result printout directly onto the Alcohol Testing Form (Non-DOT) with tamper-evident tape.
- The medical provider is to provide a copy of the results to the Personnel Department.

Initial Test

Typically, breath alcohol tests that register less than 0.02 g/210 L are reported as negative (for the purposes of DOT) and no additional testing is required. Breath alcohol tests that register 0.02 g/210 L or greater require a second confirmatory test.

Breath Alcohol Confirmation Test

If the confirmatory test is less than 0.02 g/210 L, the results are reported as negative. Breath alcohol results that register 0.04 g/210 L or greater on the confirmation test are immediately reported to the employer. A result that registers 0.04 g/210 L or greater is considered a DOT positive result.

Clinical Screenings

A range of clinical screening services are offered at Concentra centers. We perform screenings on equipment that has been thoroughly examined and calibrated so that results are as timely and accurate as possible. Some services listed below may not be available at all onsites and can be customized as determined by the employer.

The following table summarizes our clinical screening capabilities:

Type of Test	Details
Audiometric Screening	<p>All audiometric screening conforms to the Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.95. We have Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified technicians to perform the tests, and we would provide all certifications upon request. Concentra's services specific to audiometric screening include:</p> <ul style="list-style-type: none"> ▪ Audiometers that pause screening if ambient sound levels temporarily exceed OSHA levels ▪ Immediate Standard Threshold Shift (STS) identification and retest capability ▪ CAOHC-certified hearing specialists ▪ Acoustic Systems audio booth professionally designed and installed in each clinic ▪ Daily equipment calibration ▪ Microprocessor audiometers <p>Please note: Concentra cannot test hearing in people who wear hearing aids as this requires specialized equipment. People with hearing aids need to be tested by an audiologist and then submit the results.</p>
EKG (resting)	Concentra performs a 12-lead EKG that measures the electrical activity of the heart, read by a center clinician.

Type of Test	Details
Pulmonary Function Testing	A technician performs all pulmonary function testing that allows real-time graphic and numeric data to verify the test validity. Data returns of VC, FEV1, PEF, FEF 25 percent-75 percent, and FEV1/FVC are required.
Vision	A trained technician performs a vision test that meets OSHA standards for visual acuity. The technician screens for visual acuity with corrective lenses, lateral and vertical phorias, stereo depth perception, and color discrimination. For visual acuity testing, we utilize the Snellen chart for distance vision, and the Ishihara book to assess color vision.
Vitals	A trained technician records resting pulse rates and blood pressure using a hospital grade sphygmomanometer and stethoscope. Any person who does not meet normal pulse rate or blood pressure criteria is re-tested.
X-rays	All posterior-anterior X-rays are performed by registered X-ray technicians and certified B-readers review selected chest X-rays in accordance with OSHA regulations.

Core Requirements and Deliverables

We continually evaluate the layout of our centers to accommodate patient flow and volume. Therefore, the physical dimensions, layout, and staffing of each center vary depending on the location and overall scope of services. Our centers average between 3,100 and 9,000 square feet in size. The centers offer free parking on the center property or adjacent to the center. All facilities are accessible (ADA-compliant) and conform to all applicable federal, state, and local safety and disability laws. As described in the following table, each center's layout consists of support/common areas and clinical areas.

Support/Common Areas

- Waiting room – seating for patients with a television and magazine/coffee bar
- Business office – work area for clerical staff
- Manager office
- Break room
- Marketing office
- Restroom
- Records storage area
- Telephone/electrical area

Clinical Areas

- Procedure rooms (for minor procedures)
- Examination rooms
- Lab area – separate restrooms (ADA-compliant) for drug and alcohol collections
- Breath analysis/exam room – to maximize privacy for federally mandated testing
- Audio testing room – a single-person booth
- Physician office
- Physician station – with X-ray viewing areas and privacy to enter patient data into computer system
- X-ray facilities – a full-service X-ray room and digital file storage
- Storage area – for patient charts
- Physical therapy area with whirlpool, treatment areas, strength and flexibility equipment, hydrocollator/freezer, and a wide variety of therapy modalities

Service Sites

Concentra proposes that our 24/7/365 location, the **Kearny Mesa** center, serve as the primary site for your employees. The Primary Kearny Mesa medical center maintains the essential staffing resources, required equipment, and licensed and credentialed clinicians to perform your requested scope of services. While the Kearny Mesa center is fully capable of providing all required services in one facility, all Concentra medical centers are available to the City as convenience necessitates. *Please note that medical center hours are subject to change and some select services may vary from center to center.*

Concentra Medical Centers in the area

San Diego Service Sites:

Kearny Mesa

2.1 Miles
5575 Ruffin Road
San Diego, CA 92123-1380
M – F: 8:00 AM – 5:00 PM

Mission Valley

3.7 Miles
5333 Mission Center Rd. #100
San Diego, CA 92108
M – F: 8:00 AM – 5:00 PM

Hillcrest

2.1 Miles
3930 Fourth Avenue
San Diego, CA 92103-3119
M – F: 8:00 AM – 5:00 PM

Miramar

11.6 Miles
7590 Miramar Road
San Diego, CA 92126-4232
M – F: 8:00 AM – 5:00 PM

Sorrento Mesa

12.8 Miles
10350 Barnes Canyon Road
San Diego, CA 92121
M – F: 8:00 AM – 5:00 PM

Additional Service Sites:

National City

5.2 Miles
102 Mile of Cars Way
National City, CA 91950
M – F: 7:00 AM – 7:00 PM

Chula Vista

7.5 Miles
542 Broadway
Chula Vista, CA 91910
M – F: 8:00 AM – 6:00 PM
Saturday – 9:0 AM – 3:00 PM

La Mesa

8.6 Miles
7862 El Cajon Blvd
La Mesa, CA 92126
M – F: 8:00 AM – 5:00 PM

Sorrento Mesa

12.8 Miles
10350 Barnes Canyon Road
San Diego, CA 92121
M – F: 8:00 AM – 5:00 PM

Santee

13 Miles
9745 Prospect Ave.
Santee, CA 92071
M – F: 8:00 AM – 5:00 PM

Escondido

27.9 Miles
860 West Valley Parkway
Escondido, CA 92025
M – F: 8:00 AM – 5:00 PM

San Marcos

12.8 Miles
740 Nordahl Road
San Marcos, CA 92069
M – F: 8:00 AM – 8:00 PM
Saturday 8:00 AM – 5:00 PM

Carlsbad

29.0 Miles
5810 El Camino Real
Carlsbad, CA 92008
M – F: 8:00 AM – 5:00 PM

Oceanside

33.1 Miles
3910 Vista Way
Oceanside, CA 92056
M – F: 8:00 AM – 5:00 PM

Murrietta

58 Miles
25115 Madison Ave.
Murrietta, CA 92562
M – F: 8:00 AM – 5:00 PM

Multilingual Support

Through our nationwide network of Concentra Medical Centers and employer onsite clinics, Concentra has acquired extensive experience with multilingual populations. To accommodate multiple language requirements, we use remote translation services through our preferred provider, Voiance. This 24/7 service support more than 200 languages and dialects, including American Sign Language. Also, many Concentra centers are staffed with clinician's and office staff who are bilingual, and recruiting bilingual staff is another option, where a specific engagement requires. In addition, our marketing department can translate promotional material and center messaging into other languages. Additional fees may apply for translation services.

After Hours Solution

Concentra facilities are distributed geographically throughout the county. The City's requirement for collecting urine specimens between 8:00 a.m. and 2:00 a.m. will be met and exceeded; please note that the Kearny Mesa medical center, located centrally, is open 24 hours per day, 7 days per week, 365 days per year. All facilities have locked receptacles available for storing personal items during the drug screen collection process.

Benefits we offer the City include:

- Accessible facilities via our extensive network of freestanding Concentra medical centers and non-Concentra network sites
- Fully equipped collection facilities
- Trained, qualified personnel to perform the services

- Proper documentation
- Confidential and timely reporting
- Compliant service delivery
- Resources to oversee and support program operations to ensure continued compliance

Proposer shall provide a description of its medical equipment, including but not limited to, equipment that is required for the following:

- Vision Testing
- Electrocardiography Color Vision Testing
- Audiometric Screening
- Pulmonary Function Testing
- Radiological Studies
- Breath Alcohol Testing

Concentra confirms our equipment list below:

- Vision Testing
 - Snellen Chart
 - Jaeger Chart
 - Titmus Vision Tester
- Color Vision Testing
 - Ishihara Plates
 - Farnsworth
- Electrocardiography
 - Welch Allyn CP150 Interpr EKG Unit Dual Channel, 12 lead
- Exercise Tolerance Stress Unit (Treadmill)
 - Quinton TM55
- Audiometric Screening
 - Tremetrics Automatic Audiometer RA300, annually calibrated to meet ANSI-69 and OSHA standards for audiometric equipment tolerances
 - Tracoustics Test Booth
- Pulmonary Function Testing
 - NDD Medical Diagnostic-East One Plus Spirometer, a fully7 computerized automated unit with capability for measuring Forced Vital Capacity (FVC), Forces Expiratory Volume (FEV), Forced Expiratory Flow (FEF 25-75%, and Maximal Voluntary Ventilation (MVV
- Radiological Studies
 - Digital X-ray machine which allows the physician to review the films clearly
- Breach Alcohol Testing
 - Intoximeters AlcoSensor VXL Breath Alcohol Tester

Laboratory Services Vendor

Concentra would utilize our preferred vendor, Clinical Reference Laboratory (CRL) for laboratory analyses.

CRL is one of the largest privately held clinical testing laboratories in the United States, performing hundreds of thousands of tests every day for clients large and small. With more than 700 associates, CRL processes and reports results seven days a week for many of the largest retail, transportation, pharmaceutical, healthcare, and financial service organizations.

Founded in 1979, CRL has more than 40 years of experience providing exceptions services in the field of laboratory testing. CRL is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT); three of the labs are also Clinical Laboratory Improvement Amendments (CLIA)-certified.

Proposer shall include the name(s) of the representative(s) from the drug testing laboratory who will be the designated representative for the City to provide expert consultation to the City and the issuance of statements under oath for drug testing matters.

Drug Screens:

David Kuntz, PhD – Pharmaceutical Sciences
Clinical Reference Laboratory
8405 Quivira Road
Lenexa, KS 66215
800-445-6917

Laboratory Services:

Tab Toochinda, MD – Lab Director
Quest Diagnostics Laboratory
8401 Fallbrook Ave.
West Hills, CA 91304
818-737-6000

Care Coordinator and Technology

Concentra currently provides and will continue to provide a dedicated Care Coordinator for the City. The Care Coordinator for the City offers a single source for communicating with a colleague who is familiar with the City's needs and protocols. This is in addition to the availability of the Concentra HUB access described below. Concentra also has a national footprint with over 500 locations coast to coast. Each of these locations are available to the City for any needs outside of the San Diego area.

Concentra offers a self-service, online tool for the City's convenient access to account information, test results, and reporting. The Concentra HUB uses advanced security software to ensure privacy and the protection of employee information.

- Online account management
 - ✓ Access to make edits to your company and location addresses and contacts
 - ✓ View capabilities of all service packages, components, and payors, third-party administrators, and medical review officers
- Ability to create, manage, and review employee authorizations online
 - ✓ Electronic creation and transmission of authorization and associated forms
 - ✓ Saving the authorization sends it to Concentra automatically; no need for employee to bring form
 - ✓ Option to print and email authorization to employee is available, but not required
 - ✓ Search and archive functions
- Enhanced security features protect your information
 - ✓ Access control
 - ✓ Database monitoring
- Malware and virus protection
- Intrusion detection and prevention

Results Reporting

Physical Examinations

Concentra evaluates and reports all medical information back to an employer's designated representative within 24 hours of receiving all relevant data. The report provides a recommendation based on the results, and any recommendations using the City's Medical Restrictions and Limitations Form. The clinician notes if additional testing is necessary and advises of the clearance status for job placement.

Concentra currently provides and will continue to submit a final written report within three business days, per City requirements. If the results require supplemental testing, Concentra will notify the City's designated representative prior to performing any additional testing. Depending on the specific components tested for (i.e., blood or urine analysis), additional results may take up to five days to report.

Administrative and Support Services

Appointment Scheduling

Concentra currently provides and will continue to offer specific time frames for the City to schedule appointments. These are monitored by the Care Coordinator and Concentra staff.

Billing and Invoicing

Concentra's Central Business Offices (CBO) maintain responsibility for all aspects of revenue billing and collection within their designated regions, including bill production, cash receipt, payment posting, and account receivable management services.

Concentra currently provides and will continue to offer a specialized billing process for the City. The Care Coordinator works closely with the CBO to ensure accuracy of monthly invoices, which are sent in spreadsheet format by email to the City. Individual invoices are also provided by courier.

Patient Confidentiality

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial colleague training upon hire and annually thereafter. New privacy and security laws and challenges including high profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure on-going compliance with the HIPAA Privacy and Security Regulations.

We also employ:

- A HIPAA-compliant Business Associate Agreement (BAA) with any third-party whose services provided, and data shared, are subject to the HIPAA regulations
- Concentra-owned, internal documentation systems on our servers, all of which are protected by firewalls and anti-virus technologies that are monitored daily
- A secured intranet for all internal documents and a secured virtual private network (VPN) for authorized remote access
- HIPAA policies and procedures that outline the required privacy and security requirements for handling, maintaining, and disposing of personal health information (PHI)
- Contracted service with a bonded (HIPAA-compliant) vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within our office space (as per the HIPAA guidelines). Our vendor provides an approved form of identification, picks up and removes all materials from our offices, and obtains required signatures from our bonded workers
- Password protected access to all sensitive client files and access only to those staff members with a need to know, who require the files to support direct client services
- Acknowledgement of our HIPAA compliance for all employees within new hire and annual training
- HIPAA regulations regarding proper consent prior to sharing individual PHI with any party, i.e., client (employer), insurance company, or other provider(s), as required

Records Retention

Our record retention policy is in accordance with the HIPAA Record Retention regulations of six years and as contractually agreed upon for any extended time period after six years. We agree to adhere to the City's recordkeeping, reporting and certification requirements as described in the RFP.

Upon contract termination, the records would belong to the City to the extent allowed by applicable law. While the City would provide physical storage for the medical records, Concentra's systems that are leveraged to provide services would also store medical records within their secured databases, which are logically segmented from other customer databases and are within encrypted daily, weekly, and annual backups. Additionally, the APM/Touchworks system would store the City's data within their SOC 2 audited data centers.

Commitment to Service Excellence

Concentra's customer service philosophy is focused on going above and beyond to deliver a superior patient experience. This philosophy is at the root of our core values and motivates Concentra team members in their ongoing pursuit of excellence.

Concentra has a long and distinguished history and we are proud of our role in shaping the occupational health care consumer experience. More than a decade ago, we recognized that the people we served were expecting more and better services from their health care providers. As a result, Concentra took steps that would revolutionize care delivery and shift the paradigm to create a best-in-class occupational health care approach. We worked with leading consulting firms specializing in customer satisfaction to build and refine our methodology. We benchmarked our approach against other consumer-driven organizations (i.e. Southwest Airlines, Starbucks and Nordstrom), meeting with their executive teams and incorporating their best practices. In addition, Concentra worked directly with Fred Reichheld, a Fellow at Bain & Company and the bestselling author of "The Loyalty Effect" and "The Ultimate Question 2.0" (see page 240 for Concentra reference) to create and shape our program. What started as a good business exercise became a virtual movement at Concentra. We:

- Redesigned our medical centers for a more customer-friendly layout and look
- Redefined our mission/vision/values
- Developed our award-winning "Orange Book" – a 'how to' guide for Concentra team members with specific, common-sense actions that create great service
- Established the Concentra Hall of Fame, recognizing colleagues who embody outstanding service and exemplify our core values

The impact of this effort and our commitment to delivering a superior experience is evident in our patient and customer satisfaction scores even today.

Key Personnel

Concentra carefully considers each project and its unique goals when assigning an account management team. We take a collaborative approach that combines local operational and clinical support to ensure quality and service excellence. The individuals we select bring valuable, relevant experience to the program and provide ongoing support within their respective areas of expertise.

Initial Contact

Cathey Amberry, senior key account manager, would be responsible for ensuring Concentra colleagues know and understand your program requirements and would be available to answer your questions throughout the solicitation and initial phase of engagement.

Credentials

- 4 years with Concentra
- 34 years of experience
- CSU Dominguez Hills

Operational Oversight

Sabrina Linnemann, vice president of operations, provides high-level operational oversight for program engagements in California and the Pacific region. She would oversee the San Diego director of operations and a team of local center operations directors (CODs) providing day-to-day program support. Together, they would monitor processes and procedures to ensure ongoing compliance with applicable regulations and guidelines as well as client-specific program specifications. The director of operations and team of local CODs would be available to answer questions, address issues, and ensure the City's program operates efficiently.

Credentials

- 9 years with Concentra
- 30 years of experience
- BS, Chapman University, Executive MBA, Pepperdine University

The director of operations and the CODs:

- Oversee day-to-day program operations
- Implement and ensure ongoing compliance with all operational policies, procedures, and training programs within the centers
- Manage patient care issues and other center issues requiring resolution
- Act as liaisons between Concentra and our preferred vendors

Clinical Oversight

Kathy Le, vice president of medical operations, provides primary oversight for clinical practices in California, ensuring continued compliance. She and the team of local center medical directors (CMDs) would ensure that medical interpretations and associated clearances comply with the most recent medical standards and guidelines and adhere to applicable regulations. Her expertise relevant to the desired scope of work would be instrumental in the provision of services.

Credentials

- 15 years with Concentra
- 18 years of experience
- MD, MPH, Board Certified in Preventative Medicine and Public Health

The director of medical operations and the CMDs:

- Review medical and work history
- Treat patients and perform the required examinations
- Understand requirements of OSHA, DOT, NFPA, police officer standards, ADA, and FMLA, as well as other medical standards, regulations, and guidelines related to the scope of work
- Report the results of their medical evaluations
- Provide the recommendation as to whether an individual is medically certified to safely perform the essential job tasks
- Provide instructions regarding medical follow-up to address any conditions or lab abnormalities identified during the evaluation
- Provide, or arrange for, a prescriptive rehabilitation and/or fitness program, when indicated, to assist in the individual's recovery and enhance his/her ability to safely perform essential job tasks
- Review medical evaluations conducted by other clinicians
- Review individual medical evaluations and aggregate data to detect evidence of occupational exposure(s) or clusters of occupational disease

Specific to firefighters, the director of medical operations and the CMDs:

- Understand the physiological, psychological, and environmental demands placed on firefighters
- Evaluate firefighters to identify medical conditions that could affect their ability to safely respond to emergency operations
- Utilize the essential job task descriptions to determine the firefighter's medical certification
- Identify and report the presence of Category A or disqualifying Category B medical conditions
- Inform the chief or designee whether or not the firefighter is medically certified to safely perform the essential job tasks

Physical Therapy and Functional Testing Oversight

Chard Tosh, director of clinical services, provides oversight for the physical therapy and functional testing services in California. He is an expert in his field and possesses a wide breadth of knowledge overseeing these services for other area clients. He and a team of local center therapy directors (CTDs) would utilize their expertise to objectively assess the functional abilities of employees and expedite the return-to-work process.

Credentials

- 12 years with Concentra
- 22 years of experience
- Doctor of Physical Therapy, DPT

The director of clinical services and the CTDs:

- Conduct an initial evaluation on clinician referrals and develop appropriate treatment plans
- Ensure treating clinicians have the necessary information to appropriately evaluate the employee's functional ability
- Communicate with all clinicians and the employer and employee regarding the employee's diagnoses, setting expectations for return-to-work, emphasizing education and motivation, and discussing specific rehabilitation issues and early intervention opportunities
- Utilize knowledge of best demonstrated practices and quality indicators to evaluate and measure program effectiveness, and implement methods to improve processes and outcomes
- Ensure compliance with guidelines and regulations established by the relevant licensing, certification, and accrediting bodies, including the Americans with Disabilities Act (ADA)

Support Staff

Concentra employs qualified support personnel whom we train and fully certify to perform their associated tasks. Specifically, our center support staff includes drug specimen collectors certified to perform DOT collections, certified breath alcohol technicians, National Institute for Occupational Safety and Health (NIOSH)-certified pulmonary function testers, Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified personnel to perform audiometric testing, certified radiologic technologists, certified medical assistants, and certified phlebotomists.

Credentialing Practices

All Concentra clinicians undergo a stringent credentialing process. Once the Credentials Committee Chair/Medical Advisor clears the candidate for hire/credentialing, we follow National Committee for Quality Assurance (NCQA) guidelines for credentialing, which require primary source verification of licensure, education and training, board certifications, and any provider sanctions. In addition, we perform a System for Award Management (SAM) query to identify if a candidate is barred from contracting with the federal government and use secondary sources (copies of documentation) to verify Drug Enforcement Administration (DEA) and state controlled substance certifications. Finally, we check the National Practitioner Databank for malpractice history and the Office of Inspector General (OIG) for Medicare/Medicaid sanctions. We re-credential our clinicians every three years and, in the interim, we monitor clinicians' licensures to ensure that they remain active and current.

All Concentra personnel, regardless of position, are required to have a background check consisting of a felony/misdemeanor check, Social Security validation and trace, national sex offender check (for staff rendering patient care), national criminal search, drug screen, and a check against the Office of Foreign Assets Control list.

Concentra Team Member Training

Orientation and training are essential to optimizing the performance of our team members and ultimately the care they provide to our clients' employees. As such, we have designed a balanced program that enhances the knowledge, skills, and capabilities of each of our team members. Concentra's online learning management system has more than 823 individual courses and more than 125 curriculums, aids, and documents that support each position within Concentra. In addition, we conduct an eight-week training curriculum for our clinicians' specific to our occupational, urgent, primary care, and preventive care guidelines. In fact, in 2008, Concentra partnered with Case Western Reserve University's School of Medicine to develop the first Fellowship in Urgent Care Curriculum in the U.S. Our clinicians contributed to the development of the course and the medical school and Concentra physicians use it to this day.

Training occurs in several formats including classroom style, online through Concentra's Learning Management System (LMS), and through one-on-one demonstrations and tests for understanding. The number of training hours vary based on role. Clinicians receive 40 to 60 hours of in-person training and 40 hours of online training. Support staff receive approximately 40 hours of initial didactic training, as well as on-the-job demonstrations and tests for understanding.

An important onsite training component addresses the client's specific business, culture, and safety programming.

All Concentra Personnel

Concentra maintains a detailed orientation and training checklist for all personnel, which team members complete prior to and during their employment, either annually or on an as-needed basis. Core classes cover such topics as Health Insurance Portability and Accountability Act (HIPAA), customer service "the Concentra way," operational and clinical best practices, and introductions to innovations in occupational, urgent care, primary care, and preventive medicine. We assign designated market trainers in each geographic area to conduct comprehensive core training for all onsite personnel. All Concentra team members are required to complete annual compliance training.

Clinicians

Our clinicians (physicians and advanced practitioners) receive extensive training related to the provision of quality medical care that complies with applicable regulations. As a large medical practice, we are able to gather data on millions of cases across our network of medical centers. We use this information throughout our organization to improve practice patterns, develop medical guidelines, support our research institute, and create an environment

of continual learning for our clinicians. Concentra is also able to leverage our internal network of physicians for clinical leadership, training, and mentorship.

- *Clinician Manual* – We developed a clinician manual to serve as a guide to assist in the provision of occupational and non-occupational health. This living document incorporates the most up-to-date information specific to health in the workplace and regulatory compliance.
- *UpToDate*® – Our affiliated physicians also have access to an online community of physicians called UpToDate, an evidence-based knowledge system authored by physicians to help clinicians make the right decisions at the point of care. Global communities of physicians who are world-renowned experts in their respective specialties write and edit all UpToDate content.

In addition, Concentra is in the process of incorporating motivational interviewing into our Lifestyle Medicine curriculum for our clinicians. With this training, Concentra clinicians are better able to develop interpersonal relationships with patients, resulting in increased personal health ownership that drives behavioral changes. As an added benefit, our clinicians have access to our library of materials for ongoing clinical training/continuing medical education (CME) through the Concentra Occupational Health Research Institute (COHRI). In addition, we provide time and money for CME education to all full-time clinicians as a part of our benefits package. To maintain their credentials, all clinicians are required to complete 30 hours of CME per calendar year.

Support Staff

Support personnel complete a comprehensive orientation program and are verified on core clinical competencies. Annually, each staff member must recertify competency with his or her preceptor or clinical leader.

Qualifications and Experience

Concentra was founded by physicians in 1979. Since then, we have grown to be the largest provider of occupational health services in the country. More than 95% of our current practice is industrial/occupational medicine. Our footprint includes more than 520 medical centers in the United States with unmatched occupational health expertise and clinicians. We know how to deliver care that works for companies and their employees.

Operating as a division of Select Medical, Concentra is a leading health care company focused on improving the health of America's workforce, one patient at a time. Through its affiliated clinicians, the company currently provides occupational medicine, urgent care, physical therapy, and wellness services from medical centers in nationwide. In addition to these medical center locations, Concentra currently serves employers by providing a broad range of health advisory services and operating more than 150 onsite clinics.

Concentra:

- Treats one in every five workplace injuries in the United States and has treated more than 18 million injured employees since 1979
- Is the largest urgent care and occupational health care provider in the United States
- Performs more than 2 million physicals and 3.1 million drug screens annually
- Treats approximately 60,000 patients a day from its more than 520 medical centers and more than 150 onsite clinics
- Partners with 85 percent of the Fortune 500, 100 percent of the Fortune 100, and more than 239,000 employers nationwide

Products and Services

Concentra offers an extensive suite of services, categorized as follows:

Concentra's Suite of Services

Occupational Health Care

- Pre-placement services, including examinations, substance abuse testing, etc.
- Regulatory and employer mandated physicals
- Medical surveillance examinations
- Clinical testing (X-ray, audiograms, PFT, EKG)
- Work-related vaccinations and infectious disease screenings
- Travel health
- COVID-19 Return-to-Work Clearance, Assessment, Testing and Surveillance
- Functional capacity evaluations
- Human performance evaluations
- Office and industrial ergonomic evaluations
- Occupational therapy
- Medical advisory services
- Utilization review services (Medical ReviewStream™)
- Telemedicine

Urgent Care

- Diagnosis and treatment of minor non-work-related illnesses and injuries, such as colds, flu, skin conditions, back pain, and sprains
- Over 350 different types of laboratory tests
- X-rays
- Immunizations
- Infectious disease tests and screenings

Preventive Care

- Biometric screenings
- Vaccinations/immunizations
- Immigration examinations
- School and sports physicals

Pharmacy Services*

- Pre-packaged formulary
- Medication dispensing for occupational medicine and travel health*
- E-prescribing

*Where allowed by state law.

Training and Education

- General injury prevention education
- Job-specific injury prevention education
- Workplace Office and Industrial stretching and exercise programs
- Back care and back injury prevention
- Drug and alcohol screening training
- Wellness and illness prevention education
- Online reasonable suspicion training (Concentra Medical Compliance Administration)

Medical Expertise

Concentra's Clinical Advisory Board (CAB) directs and oversees overall company clinical operations in all Concentra medical centers and onsite clinics. The Board's goal is to develop and disseminate guidance and policies for all Concentra clinicians in the various areas of patient care to continually improve the quality of health care Concentra provides, remaining relevant and forward-thinking in an evolving health care environment.

In addition, Concentra has developed national Medical Expert Panels to serve as resources to clinicians, clients, and patients. The clinicians on these panels work to identify health trends; research the latest developments; and develop policies, procedures, clinical guidance documents, and processes to ensure Concentra's treatment and service philosophy adhere to established industry best practices. These clinical experts research the latest medical literature and recommendations of national industry groups. Information is combined and integrated, then forwarded to our Clinical Advisory Board for review and approval. Once approved, the information is disseminated via continuing medical education courses, clinical bulletins, and direct review with the clinician's supervisor depending on the topic and relevance to the practice. The City and its employees would benefit from this process which helps to ensure continual clinical program improvement.

Clinical Experience

Non-injury Experience

Concentra has been performing physical examinations, conducting drug and alcohol testing, and administering immunizations and vaccinations since our inception more than four decades ago. We maintain written guidelines

on all relevant regulatory standards and create client-specific service packages tailored to meet the unique needs of each client's program requirements. Furthermore, we assure that only qualified individuals perform the requested services, in accordance with all local, state, and federal guidelines.

Department of Transportation Experience

Annually, Concentra performs more than 800,000 DOT examinations, making us the nation's largest provider of screening services for drivers of commercial motor vehicles. We provide DOT physical examinations for employers who operate in various industries, including:

- Aviation (FAA)
- Trucking (FMCSA)
- Railways (FRA)
- Public Transit (FTA)
- Maritime (MARAD)
- Pipelines and Hazmat (PHMSA), and more

Concentra maintains current, comprehensive knowledge of DOT rules and regulations. We require all Concentra physicians to be Federal Motor Carriers Safety Administration (FMCSA) National Registry certified to complete DOT examinations. In addition, Concentra offers the FMCSA curriculum as part of our training program to educate medical examiners on multiple topics within 13 different training modules on FMCSA regulations. Concentra's participants who complete the program are prepared to:

- Apply knowledge of FMCSA's driver physical qualification standards and advisory criteria to findings gathered during the driver's medical examination
- Make sound determination of the driver's medical and physical qualifications for safely operating a commercial motor vehicle (CMV) in interstate commerce
- Accurately complete the Medical Examination Report Form

As a recognized expert in DOT, Concentra also provides a suite of DOT-related services to keep employers and their drivers safe and compliant, including:

- DOT Drug Testing – DOT drug screenings test for the presence of illegal drugs, alcohol, and other substances
- Concentra's Sleep Evaluation Program – Objective and consistent evaluation of drivers who are at a risk of collision due to excessive sleepiness
- Concentra is proud of its experience and attributes much of our success to our resident experts. Former Concentra physician, Ellison Wittels, MD, FACP, was the former senior consultant to the FMCSA. Dr. Wittels chaired the 2002 Cardiac Advisory Panel, which was empowered to provide cardiac interpretive guidelines to all physicians performing DOT medical examinations.
- Due to our vast experience and relationship with the FMCSA, Concentra published a book, "Concentra Guide to Medical Certification of Commercial Drivers," to create consistent medical interpretations for Concentra physicians. The Concentra Guide integrates and defines the federal standards, medical guidelines, recent literature, and opinion, thus, providing a consistent framework for the medical examiner's assessment of the DOT-covered participant and determination of fitness. This led to Concentra physicians creating a training and certification course for non-Concentra physicians regarding DOT examination procedures and interpretations.

The City would benefit from Concentra's vast experience maintaining the health and safety of commercial drivers.

Firefighter and Police Officers Examination Experience

For nearly 45 years, Concentra has performed examinations for firefighters, police officers, and other safety sensitive positions through our network of freestanding medical centers and employer onsite clinics. Today we provide services to more than 1,500 fire, rescue, and police departments nationwide. We maintain written guidelines on all firefighter and police officer standards and the regulations specified by the Occupational Safety

and Health Administration (OSHA), National Fire Protection Agency (NFPA) Standard 1582, the Americans with Disabilities Act (ADA), and other applicable laws. Our clinicians delivering services have the appropriate certifications to perform the necessary clinical evaluations.

Firefighter Examination Experience

Evaluating firefighter candidates to determine if they are physically capable of performing the essential functions requires special expertise. Candidates must be evaluated in conjunction with NFPA Standard 1582 guidelines — a standard established by individuals with fire safety expertise and approved by the American National Standards Institute. The inherent on-the-job requirements of a firefighter necessitate that candidates have the strength and fitness to crawl or walk extensively, climb stairs/ladders while lifting and carrying heavy objects, wear a self-contained breathing apparatus, ventilate roofs or walls using power tools and/or hand tools, and advance water-filled hoses. Understanding this, Concentra has created physical conditioning procedures and performed job site analyses, physical fitness testing, and more for hundreds of fire departments nationwide. We follow local, state, and federal guidelines, including NFPA and International Association of Fire Fighters / International Association of Fire Chiefs (IAFF/IAFC) standards, to ensure individuals in these positions are fit to perform their essential job functions.

Police Officer Examination Experience

In performing their duties, police officers frequently face strenuous physical situations. They can be involved in combative incidents, including handcuffing, use of restraining devices, batons, locks, grips, holds, self-defense, and body force. As emergency responders, they can be required to run, jump, climb, crawl, walk extensively, lift, carry, drag, pull, balance, and push. In addition, police officers are often subjected to extreme psychological and emotional stress when dealing with aggression, violence, and cruelty, and must intervene in high-pressure, human crisis situations frequently. As such, it is imperative to provide thorough candidate evaluations and pre-screenings, and access to ongoing medical and psychological support for officers, to ensure the overall health and safety of these individuals. Concentra has extensive experience working with hundreds of police departments and other law enforcement agencies across the country to help ensure their officers are fit to perform their essential job functions. We adhere to all local, state, and federal guidelines, as well as each agency's unique standards.

Equal Opportunity Employer

Concentra provides equal employment and affirmative action opportunities to applicants and employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, national origin, pregnancy, protected veteran status, disability, or other protected categories. In addition, Concentra Inc. complies with applicable state and local laws prohibiting discrimination in employment in every jurisdiction in which it maintains facilities.

Employer References

Proposers are required to provide to the City of San Diego a minimum of three (3) references to demonstrate successful performance for work of similar size and scope to a government agency as specified in this RFP during the past three (3) years.

We provided references on the City's required form in *Attachment A – Required Forms and Documents*.

Tab C - Cost/Price Proposal

Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

Concentra appreciates the opportunity to present our proposed fee schedule for the City's program. We include the City's required **Pricing Schedule** form immediately following this page. We have also included a breakout of all exam components with per unit pricing as a supplemental pricing. We affirm all information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, January 17, 2023.

A. PRICING SCHEDULE

Proposer must complete the pricing schedule in its entirety to be considered for this Contract.

SECTION 1: FIXED PRICING FOR CORE REQUIREMENTS AND DELIVERABLES –

Description	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Group I Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group I Medical Exam Pricing on the attached worksheet.)	\$994.00	\$994.00	\$994.00	\$994.00	\$994.00	\$4970.00
Group II Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group II Medical Exam Pricing on the attached worksheet.)	\$662.00	\$662.00	\$662.00	\$662.00	\$662.00	\$3310.00
Group III Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Group III Medical Exam Pricing on the attached worksheet.)	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$1625.00
DMV Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of DMV Exam Pricing on the attached worksheet.)	\$121.00	\$121.00	\$121.00	\$121.00	\$121.00	\$605.00
Executive Medical Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Executive Medical Exam Pricing on the attached worksheet.)	\$1127.00	\$1127.00	\$1127.00	\$1127.00	\$1127.00	\$5635.00
Asbestos Surveillance Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Asbestos Surveillance Exam Pricing on the attached worksheet.)	\$291.00	\$291.00	\$291.00	\$291.00	\$291.00	\$1455.00
Respiratory Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Respiratory Exam Pricing on the attached worksheet.)	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$1160.00

Respiratory Exam for SCBA (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Respiratory Exam for SCBA Pricing on the attached worksheet.)	\$583.00	\$583.00	\$583.00	\$583.00	\$583.00	\$2915.00
Tuberculosis Test (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Tuberculosis Test Pricing on the attached worksheet.)	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$190.00

Description	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Urine Drug Screening – Protocol A (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Urine Drug Screening – Protocol A Pricing on the attached worksheet.)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
Urine Drug Screening – Protocol B (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Urine Drug Screening – Protocol B Pricing on the attached worksheet)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
Breath Alcohol Testing (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Breath Alcohol Testing Pricing on the attached worksheet)	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$170.00
Fitness for Duty Exam (as specified in RFP and Attachments) (Proposer shall provide a breakdown of Fitness for Duty Exam Pricing on the attached worksheet)	\$343.00	\$343.00	\$343.00	\$343.00	\$343.00	\$1715.00

SECTION 2: PRICING BREAKDOWN

Proposers shall provide an itemization of the costs associated with the pricing for each exam provided in Section 1.

Additionally, Concentra submits a supplemental pricing document for the City of San Diego's review which . This provides per component pricing clarity for each medical exam listed below:

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
1. Review of Personal Health History (Questionnaire) OSHA	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$75.00
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Vital Signs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Eye Tests (Near, Distant, Phorias, Color)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
5. Hearing Test	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00
6. Radiological Studies (w/o 3-view lumbar spine x-rays)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
7. Electrocardiogram	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
8. Laboratory Studies (\$49 per test)	\$245.00	\$245.00	\$245.00	\$245.00	\$245.00	\$1225.00
9. Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
10. Respiratory Pulmonary Function Test w/Treadmill (for Fire Fighter classes)	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$1425.00
11. Review of Pertinent Medical Records	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12. Written Report of Exam Findings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
14. Optional:	\$	\$	\$	\$	\$	\$
15. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$994.00	\$994.00	\$994.00	\$994.00	\$994.00	\$4970.00

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Group II Medical Exam						
1. Review of Personal Health History (Questionnaire)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Vital Signs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Eye Tests (Near, Distant, Phorias, Color)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
5. Hearing Test	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00
6. Electrocardiogram	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
7. Laboratory Studies (\$49 per test)	\$294.00	\$294.00	\$294.00	\$294.00	\$294.00	\$1470.00
8. Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
9. Review of Pertinent Medical Records	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Written Report of Exam Findings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
12. Optional:	\$	\$	\$	\$	\$	\$
13. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$662.00	\$662.00	\$662.00	\$662.00	\$662.00	\$3310.00

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Group III Medical Exam						
1. Review of Personal Health History (Questionnaire)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Vital Signs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Eye Tests (Near, Distant, Phorias, Color)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
5. Hearing Test	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00

6. Laboratory Studies	\$98.00	\$98.00	\$98.00	\$98.00	\$98.00	\$490.00
7. Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
8. Review of Pertinent Medical Records	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Written Report of Exam Findings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Optional:	\$	\$	\$	\$	\$	\$
11. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$1625.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
DMV Exam						
1. Review of Personal Health History (Questionnaire)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Complete Physical Exam by Physician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Laboratory Studies	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$25.00
4. Other Medical Tests which may be required by the State Department of Motor Vehicles	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00
5. Completion of DMV Medical Examination Report and Medical Examiner's Certificate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Medical Report	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Optional:	\$	\$	\$	\$	\$	\$
8. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$121.00	\$121.00	\$121.00	\$121.00	\$121.00	\$605.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
Executive Medical Exam						
1. Review of Personal & Family Health History	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$75.00
2. Complete Physical Exam by Physician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Eye Tests (Near, Distant, Phorias, Color)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
4. Tonometer Test for Glaucoma	n/a	n/a	n/a	n/a	n/a	n/a

5. Hearing Test	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00
6. Pulmonary Function	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
7. Radiological Studies	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
8. Cardiovascular Risk Analysis (CVRA)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$500.00
9. Proctosigmoidoscopic Examination	n/a	n/a	n/a	n/a	n/a	n/a
10. Laboratory Studies	\$294.00	\$294.00	\$294.00	\$294.00	\$294.00	\$1470.00
11. Health Risk Profile	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$125.00
12. Immunization Review and Update for Foreign Travel (upon request)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$50.00
13. Written Report of Exam Findings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Follow-up Consultation with Physician (per hour)	\$75.00	\$75.00	\$75.00	\$75.0	\$75.00	\$375.00
15. Optional: OSHA Resp Questionnaire	\$15.00	\$15.0	\$15.00	\$15.00	\$15.00	\$75.00
16. Optional: CardioStress Test w/Treadmill	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$1425.00
17. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$1127.00	\$1127.00	\$1127.00	\$1127.00	\$1127.00	\$5635.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
1. Review of Asbestos Questionnaire	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$100.00
2. Physical Exam by Physician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
4. Chest X-Ray 3-View	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
5. Hemocult	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$245.00
6. Optional: U/A Dipstick	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$25.00
7. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$291.00	\$291.00	\$291.00	\$291.00	\$291.00	\$1455.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
1. Review of Respiratory Questionnaire	\$15.00	\$	\$	\$	\$	\$
2. Physical Exam by Physician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00

3. Compliance Letter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Optional: Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
5. Optional: Chest X-Ray 2-View	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
6. Optional:	\$	\$	\$	\$	\$	\$
7. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$1160.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
1. Review of Respiratory Questionnaire	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Physical Exam by Physician	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$425.00
3. Compliance Letter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Treadmill	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00	\$1425.00
5. Optional: Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
6. Optional: Chest X-Ray 2-View	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
7. Optional: Lumbar Spine X-Ray 3-View	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
8. Optional:	\$	\$	\$	\$	\$	\$
9. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$583.00	\$583.00	\$583.00	\$583.00	\$583.00	\$2915.00

Pricing Breakdown	Initial Contract Period					Total (Years 1-5)
	Year 1	Year 2	Year 3	Year 4	Year 5	
1. Urine Drug Screening – Protocol A	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
2. Urine Drug Screening – Protocol B	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
3. Observed Urine Drug Testing (A & B)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
4. Breath Alcohol Testing	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$170.00
TOTAL:	\$214.00	\$214.00	\$214.00	\$214.00	\$214.00	\$1070.00

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Fitness for Duty Exam						
1. Review of Personal Health History (Questionnaire)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Complete Physical Exam by Physician (w/Ortho Eval)	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$600.00
3. Vital Signs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Eye Tests (Near, Distant, Phorias, Color)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00
5. Hearing Test	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$155.00
6. Laboratory Studies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Pulmonary Function Test	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$255.00
8. Review of Pertinent Medical Records	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Written Report of Exam Findings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Optional: Radiological Studies including 3-view Lumbar Spine X-Rays	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$405.00
12. Optional:	\$	\$	\$	\$	\$	\$
13. Optional:	\$	\$	\$	\$	\$	\$
TOTAL:	\$343.00	\$343.00	\$343.00	\$343.00	\$343.00	\$1715.00

Pricing Breakdown	Initial Contract Period					Total
	Year 1	Year 2	Year 3	Year 4	Year 5	(Years 1-5)
Other Services						
1. Examining Physician to Testify at Appeals Before the Civil Service Commission (per hour)	\$370.00	\$370.00	\$370.00	\$370.00	\$370.00	\$1850.00
2. Modifying Guidelines – Medical Advice & Consultation, Research & Recommendations for Determining New or Revising Existing Medical Guidelines (per hour)	\$370.00	\$370.00	\$370.00	\$370.00	\$370.00	\$1850.00
3. Other:	\$	\$	\$	\$	\$	\$

City of San Diego - Personnel Proposed Pricing Supplement

Medical Exam Description	Component Name	Proposed Pricing
Group I/Firefighter Exam	Audiogram	\$31.00
	Cardiovascular Stress Test	\$285.00
	Complete Blood Count (CBC) w/Diff	\$49.00
	Comprehensive Metabolic Panel (CMP)	\$49.00
	EKG Resting	\$60.00
	Firefighter Exam	\$85.00
	Lipid Panel	\$49.00
	OSHA Respirator Questionnaire	\$15.00
	Pulmonary Function Test	\$51.00
	RPR (Syphilis Test)	\$49.00
	U/A Dipstick	\$5.00
	Urinalysis Complete	\$49.00
	Vision Acuity Complete (Titmus)	\$15.00
	Vision Acuity Jaeger Near	\$15.00
	Vision Color Farnsworth	\$15.00
	Vision Ishihara	\$15.00
	X-Ray Chest-2 View	\$81.00
	<u>TOTAL</u>	\$918.00
	DMV Exam	Audiogram
DOT Physical PrePlacement		\$85.00
U/A Dipstick		\$5.00
<u>TOTAL</u>		\$121.00
Asbestos Exam	Asbestos Medical Questionnaire	\$20.00
	Asbestos Physical Periodic	\$85.00
	Hemoccult FOBT FIT Test	\$49.00
	Pulmonary Function Test	\$51.00
	U/A Dipstick	\$5.00
	X-Ray Chest-3 View	\$81.00
	<u>TOTAL</u>	\$291.00
Respirator Exam	OSHA Respirator Questionnaire	\$15.00
	Pulmonary Function Test	\$51.00
	Respirator Physical	\$85.00
	X-Ray Chest-2 View	\$81.00
	<u>TOTAL</u>	\$232.00
Executive Exam	Audiogram	\$31.00
	Cardiac Risk Assessment	\$100.00
	Cardiovascular Stress Test	\$285.00
	Complete Blood Count (CBC) w/Diff	\$49.00
	Comprehensive Metabolic Panel (CMP)	\$49.00

	Consultation per Hour	\$75.00
	EKG Resting	\$60.00
	Health Risk Appraisal	\$25.00
	Health Certificate	\$10.00
	Lipid Panel	\$49.00
	OSHA Respirator Questionnaire	\$15.00
	Physical PrePlacement	\$85.00
	Prostatic Specific Antigen (PSA)	\$49.00
	Pulmonary Function Test	\$51.00
	RPR with reflex to FTA-ABS	\$49.00
	Urinalysis Complete	\$49.00
	Vision Acuity Jaeger Near	\$15.00
	X-Ray Chest-2 View	\$81.00
	<u>TOTAL</u>	\$1,127.00
Group I Exam	Audiogram	\$31.00
	Complete Blood Count (CBC) w/Diff	\$49.00
	Comprehensive Metabolic Panel (CMP)	\$49.00
	EKG Resting	\$60.00
	Iron (Fe) Total-Serum	\$49.00
	Physical PrePlacement	\$85.00
	Pulmonary Function Test	\$51.00
	RPR with reflex to FTA-ABS	\$49.00
	Urinalysis Complete	\$49.00
	Vision Depth Only (Titmus)	\$15.00
	X-Ray Chest-2 View	\$81.00
	<u>TOTAL</u>	\$568.00
Group II Exam	Audiogram	\$31.00
	Complete Blood Count (CBC) w/Diff	\$49.00
	Comprehensive Metabolic Panel (CMP)	\$49.00
	EKG Resting	\$60.00
optional	Health Certificate	\$10.00
	Iron (Fe) Total-Serum	\$49.00
	Lipid Panel	\$49.00
	Physical PrePlacement	\$85.00
	Pulmonary Function Test	\$51.00
	RPR with reflex to FTA-ABS	\$49.00
	Urinalysis Complete	\$49.00
	Vision Acuity Complete (Titmus)	\$15.00
	Vision Acuity Jaeger Near	\$15.00
	Vision Color Farnsworth	\$15.00
	Vision Ishihara	\$15.00
	<u>TOTAL</u>	\$591.00
Group III Exam	Audiogram	\$31.00

	Complete Blood Count (CBC) w/Diff	\$49.00
	Physical PrePlacement	\$85.00
	Pulmonary Function Test	\$51.00
	Urinalysis Complete	\$49.00
	Vision Acuity Complete (Titmus)	\$15.00
	Vision Ishihara	\$15.00
	Vision Acuity Jaeger Near	\$15.00
	Vision Color Farnsworth	\$15.00
	<u>TOTAL</u>	\$325.00
Fit for Duty Exam	Audiogram	\$31.00
	Fitness for Duty Physical-Level 3	\$120.00
	Pulmonary Function Test	\$51.00
	Vision Acuity Complete (Titmus)	\$15.00
	Vision Acuity Jaeger Near	\$15.00
	Vision Color Farnsworth	\$15.00
	Vision Ishihara	\$15.00
	X-Ray Cervical Spine-3 View	\$81.00
	<u>TOTAL</u>	\$343.00
Scuba Exam	Cardiovascular Stress Test	\$285.00
	Pulmonary Function Test	\$51.00
	Respirator Physical	\$85.00
	Vision Acuity Complete (Titmus)	\$15.00
	X-Ray Chest-2 View	\$81.00
	<u>TOTAL</u>	\$517.00
Drug Screen and Breath Alcohol Testing	Breath Alcohol Test PrePlacement	\$34.00
	Network Non Regulated Drug Screen Collection	\$60.00

RESOLUTION NUMBER R- 315021

DATE OF FINAL PASSAGE JUL 03 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH CONCENTRA TO PROVIDE EMPLOYMENT AND DEPARTMENT OF MOTOR VEHICLES MEDICAL EXAMINATIONS, DRUG AND ALCOHOL TESTING, AND RELATED MEDICAL SERVICES.

WHEREAS, the Civil Service Commission of the City of San Diego (City) has adopted a comprehensive medical examination program for the City to protect the safety of the City’s employees and the public; and

WHEREAS, the City has medical examination and drug and alcohol testing programs intended to help limit the number and cost of injuries and the City’s liability, yet still permit consideration and employment of all applicants and employees who can safely perform the duties of the jobs for which they are being considered or employed; and

WHEREAS, the City’s Memoranda of Understanding with the San Diego Police Officers Association; San Diego City Firefighters, I.A.F.F. Local 145; and California Teamsters Local 911 provide for random drug and alcohol testing for personnel covered by these bargaining units; and

WHEREAS, the California Department of Motor Vehicles (DMV) requires medical examinations for personnel who operate certain vehicles or equipment; and

WHEREAS, the City does not have the appropriate facilities or qualified staff to perform the necessary medical examinations or drug and alcohol testing; and

WHEREAS, on December 1, 2022, the City advertised its intent to award a contract for employment and DMV medical examinations, drug and alcohol testing, and related medical services and issued a Request for Proposals (10089912-23-D) for the provision of these services; and

WHEREAS, an evaluation committee, comprised of members from the City's Personnel Department, Police Department, and Fire-Rescue Department, all experienced with the City's employment and DMV medical examination and drug and alcohol testing programs, reviewed and evaluated the written proposal from Occupational Health Centers of California, a Medical Corporation doing business as Concentra (Concentra), and deemed its proposal responsive to the core requirements and deliverables as stated in the City's Request for Proposals; and

WHEREAS, City staff conducted an onsite visit of Concentra's facility and conducted detailed interviews of key personnel from Concentra; and

WHEREAS, City staff has selected and recommends Concentra for the contract, having found Concentra to have a thorough understanding of industrial and occupational medicine, state and federal Equal Employment Opportunity regulations, extensive experience in the pertinent areas of medicine, and several conveniently located facilities with extended operating hours to accommodate the City's safety personnel's random drug and alcohol screening programs; and

WHEREAS, under the contract, Concentra will provide employment and DMV medical examinations, drug and alcohol testing, and related medical services for the City during fiscal years 2024 through 2028. Specific services to be performed will include, but are not limited to the following:

1. Drug and alcohol testing for designated employees under the City's random drug and alcohol testing program;
2. Pre-employment medical examinations and drug and alcohol tests to prospective City employees on an as-needed basis;
3. Special medical examinations to current City employees to comply with the California DMV driver licensing requirements;

4. Technical consultation services to the Personnel Department in establishing appropriate medical guidelines for various City positions and in placing qualified individuals with a disability who request a reasonable accommodation;

5. Technical information to the Civil Service Commission, and state and federal Equal Employment Opportunity compliance agencies, as needed, concerning applicants' medical limitations and restrictions related to the job, and recommended accommodations, if applicable, in those cases where applicants appeal their disqualifications from employment due to medical reasons; and

6. Special medical examinations and evaluations, such as Asbestos Surveillance Examinations, Respirator Medical Qualification Examinations, and Fitness for Duty Examinations; and

WHEREAS, the medical services will be provided by Concentra on an as-needed basis and expenditures under the contract are not to exceed \$4,667,470 for a five-year contract term; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, including information provided by affected third parties and verified by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of the City, the Agreement with Concentra, to provide employment and DMV medical examinations, drug and alcohol testing, and related medical services for the City in an amount not to exceed \$4,667,470, which is on file in the Office of the City Clerk as Document No. RR- 315021, and contingent upon the

adoption of the annual Appropriation Ordinance for the applicable fiscal years and upon the Chief Financial Officer first furnishing one or more certificates stating that funds necessary for the authorized expenditures are, or will be, on deposit with the City Treasurer.

BE IT FURTHER RESOLVED, that the City Council authorizes the Chief Financial Officer to expend an amount not to exceed \$3,917,781.93 from 100000, General Fund, 1212, Personnel Department; \$203,711.73 from 700048, Recycling Fund, 2115, Environmental Services Department; \$39,031.13 from 700036, Planning & Development Enterprise Fund, 1611, Development Services Department; \$404,844.14 from Muni Sewer Revenue Fund, 2000, Public Utilities Department; and \$100,101 from 720000, Fleet Operations Operating Fund, 1317, Fleet Services Department.

APPROVED: MARA W. ELLIOTT, City Attorney

By



Miguel Merrell
Deputy City Attorney

MM:jvg
May 8, 2023
Or.Dept: Personnel Department
CC No. N/A
Doc. No. 3297360

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 27 2023.

DIANA J.S. FUENTES
City Clerk

By *Cennie Patterson*
Deputy City Clerk

Approved: 6/30/23
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on JUN 27 2023, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage JUL 03 2023.

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- 315021

Passed by the Council of The City of San Diego on June 27, 2023, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, MONTGOMERY STEPPE, VON
WILPERT, LEE, CAMPILLO, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315021 approved on June 27, 2023. The date of final passage is July 3,
2023.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

