

ORIGINAL

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090113-24-M,
Wellness Program for San Diego Fire-Rescue Department**

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) # 10090113-24-M, Wellness Program for San Diego Fire-Rescue Department (Contractor).

RECITALS

On or about 12/20/2023, 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 the wellness program 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. The Fire-Rescue Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:


David Picone, Health & Safety Officer
600 B 13th Floor
(619) 533-4466
dpicone@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional one (1) year period(s) beginning on the Effective Date. The term of this Contract shall not exceed five 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 \$12,069,945.00 Initials: .

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

Concentra Health Services, Inc.

Proposer

5080 Spectrum Drive; 1200W

Street Address

Addison, TX

City

Contact, Chris Studebaker: 843.576.9501

Telephone No.

Contact, Chris Studebaker:

chris_studebaker@concentra.com

E-Mail

CITY OF SAN DIEGO

A Municipal Corporation

BY: 

Print Name:

Alia Khouri
Deputy Chief Operating Officer
General Services Branch

6/3/25
Date Signed

BY:

Michael Rhine

Signature of
Proposer's Authorized
Representative

Mike Rhine

Print Name

EVP, COO - Onsite Health

Title

March 8, 2024

Date

Approved as to form this 3rd day of

June, 2025.
Heather Ferbert, City Attorney

BY: 

Deputy City Attorney

R-316215



Purchasing & Contracting Department

January 2, 2025

Via Email: chris_studebaker@concentra.com

Chris Studebaker, Senior Director of Onsite Health Preventative Services
Concentra Health Services, Inc.
5080 Spectrum Drive; 1200W
Addison TX, 75001

Reference: Request for Proposal (RFP) 100960113-24-M Wellness Program for San Diego
Fire-Rescue Department

Dear Mr. Studebaker:

Subject: Exceptions

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Exhibit C, General Contract Terms and Provisions – **Article 7 Indemnification and Insurance.**

Exception requested by Contractor: Delete "Errors and Omissions" from Subsection 7.2.4 and replace with "Medical Malpractice" to be consistent with the Professional Liability Insurance Concentra currently holds.

City's Response: Accepted.

2. Exhibit C, General Contract Terms and Provisions – **Article 13 Miscellaneous.**

Exception requested by Contractor: Add the following language to Section 13.20 Medical Records:

a) Custodian. Contractor shall serve as the custodian of medical records created at the Onsite Center(s) during the Term of this Contract. Contractor, while the custodian of medical records shall abide by all local, state, and federal requirements for such record retention during the Term of this Contract. City acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law). The below shall control the retention and/or release and delivery of medical records or data upon termination of the Contract and City's written request:

i. Upon the termination of this Contract for any reason, City shall execute a custodial Contract with Contractor and any new third-party medical provider ("New Medical Provider"), as applicable, to ensure all parties' compliance with applicable laws. Contractor shall provide City with such custodial Contract for execution. City shall be solely responsible for any expense related to the transfer of medical records, including, but not limited to those arising from any retention of records required by

Mr. Chris Studebaker, Senior Director
January 2, 2025
Page 2 of 3

law (including OSHA), any photocopies requested, any records/data requested to be provided in an electronic format and/or transferred to the City or New Medical Provider(s), and such actual fees charged by electronic medical records vendors. The records shall be inclusive of all historical medical records related to the patient population of the Onsite Center(s).

City's Response: Accepted.

ii. The City shall be invoiced for any production/conversion as a separate line item as a standard Service under this Contract, which must be paid in full prior to the release of the final set of data requested by City or New Medical Provider(s). If historical medical records were provided to Contractor by City or any third-party, such historical records shall be provided to City or New Medical Provider(s) in the same manner and condition as provided to Contractor. Upon payment by City, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

City's Response: Accepted.

iii. If Contractor is replacing an existing third-party medical provided (a "Prior Medical Provider") as part of a transition of service at the Onsite Center, Contractor shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial Contract thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. City shall provide Contractor written notice of the intended format and delivery of all records created to Contractor sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider shall be at the City's sole expense. (b) Access. City is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law. This Section shall survive the termination of this Contract.

City's Response: Rejected.

Mr. Chris Studebaker, Senior Director
January 2, 2025
Page 3 of 3

Please indicate your agreement with the above by signing the bottom of this letter and returning the original signed document to the address noted below. Thank you for your assistance.

Sincerely,

Kristine Kallek

Kristine Kallek
Supervising Procurement Contracting Officer, Purchasing & Contracting

This Letter is executed by the City and Contractor acting by and through their authorized officers.

Concentra Health Services, Inc.

By: Signed by: Michael Rhine
44DA4FD0602047C...
Name: Michael Rhine
EVP, Chief Operating Officer,
Title: Onsite Health and Telemed
Date: 1/3/2025

THE CITY OF SAN DIEGO

By: *[Signature]*
Alia Khouri
Name: Deputy Chief Operating Officer
General Services Branch
Title: _____
Date: 6/3/25

#331
5/13/25

(R-2025-502)
(COR. COPY)

RESOLUTION NUMBER R- 316215

DATE OF FINAL PASSAGE MAY 22 2025

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE MAYOR OR HIS
DESIGNEE TO ENTER INTO AN AGREEMENT WITH
CONCENTRA HEALTH SERVICES INC. TO PROVIDE
PHYSICAL WELLNESS SERVICES TO THE SAN DIEGO
FIRE-RESCUE DEPARTMENT

RECITALS

The Council of the City of San Diego (Council) adopts this Resolution based on the following:

A. The City of San Diego (City) Fire-Rescue Department (SDFD) Health & Safety Wellness Program provides annual medical and fitness evaluations, ongoing education, lifestyle and behavioral programs, injury prevention, and data collection for SDFD personnel.

B. The Wellness Program, instituted in 2004, has been a veritable success, resulting in lower injury rates and a healthier and more resilient workforce.

C. In December of 2023, the Purchasing and Contracting Department initiated a Request for Proposal (RFP) for a comprehensive physical wellness program, which includes the provision of medical, physical wellness, and rehabilitation services (Services) to all classifications of SDFD Firefighters and Lifeguards.

D. Concentra Health Services, Inc. (Concentra) was selected to provide the Services for SDFD's Wellness Program through the City's RFP process, resulting in the proposed agreement between the City and Concentra (Agreement).

E. The Services to be provided by Concentra for SDFD's Wellness Program are in accordance with the Fire Service Joint Labor Management Wellness-Fitness Initiative and meets the International Association of Fire Chiefs (IAFC) and International Association of Firefighters (IAFF) criteria for this type of program.

F. As part of the Services, the Injury Rehabilitation and Prevention Program (IRPP), will work to increase the overall health of the City's Firefighters and Lifeguards, boost injury resiliency through aggressive and proven techniques, and provide faster rehabilitation for minor injuries to the SDFD workforce. It is expected that the IRPP will continue decrease overtime expenditures due to vacancies resulting from injuries and increase the number of SDFD first responders available to serve the public.

G. The proposed Agreement is for a term of three (3) years, with two (2) optional one (1) year extensions.

H. The proposed Agreement is for an amount not to exceed \$12,069,945 for the total term of the Agreement, including the two (2) one (1) year options.

I. The Office of the City Attorney prepared 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 and accurate.

ACTION ITEMS

Be it resolved by the Council of the City of San Diego:

1. The Council authorizes the Mayor, or his designee, to enter into an agreement between the City and Concentra Health Services, Inc in an amount not to exceed \$12,069,945 for a comprehensive physical wellness program for a term of three years with two (2) optional one (1) year extensions.

2. The Council authorizes the Chief Financial Officer to appropriate and expend an amount not to exceed \$12,069,945 for a comprehensive physical wellness program for a term of three years with two (2) optional one (1) year extensions contingent upon the adoption of the Annual Appropriation ordinance for the applicable fiscal year and upon the Chief Financial

Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.

APPROVED: HEATHER FERBERT, City Attorney

By *David Kilgore*
for Daniel Orloff
Deputy City Attorney

DO1:jdf
04/07/2025
05/08/2025 COR. COPY
Or.Dept: Fire Rescue
Doc. No. 4015816

I certify that the Council of the City of San Diego adopted this Resolution at a meeting held on
MAY 1 3 2025

DIANA J.S. FUENTES
City Clerk

By *Kristell Medina*
Deputy City Clerk

Approved: *5/24/25*
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on MAY 13 2025, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Henry L. Foster III	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 MAY 22 2025.

(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 Linda Krueger, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 316215

Passed by the Council of The City of San Diego on May 13, 2025, by the following vote:

YEAS: **WHITBURN, FOSTER III, LEE, CAMPILLO, & ELO-RIVERA.**

NAYS: **CAMPBELL.**

NOT PRESENT: **LACAVA, VON WILPERT, MORENO.**

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: **Linda Irvin**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. **R-316215** approved on **May 13, 2025**. The date of final passage
is **May 22, 2025**.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: *Linda Irvin*, Deputy

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. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

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 Licenses as required in Exhibit B.

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:

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

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 RFP – Goods, Services, & Consultants 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 conduct site inspection(s) of any facility(ies) if one or more proposals score within five (5) points or less of the proposal with the highest score based on initial scoring of Evaluation Criteria A-D. Site inspection(s) and interview of key personnel will only be conducted for the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal. Site inspection(s) and interview of key personnel will be made by the Evaluation Committee in order to clarify the proposals and to answer any

questions needed to complete the evaluation of the proposal submitted. Site inspection(s) and interview of key personnel will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Proposers are required to complete their site inspection(s) and interview of key personnel 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 Reserved.

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
1. Requested information included and thoroughness of response	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	20
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	35
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Location in the general geographical area of the project and knowledge of the locality of the Project	
6. Past/Prior Performance	
7. Capacity/Capability to meet The City of San Diego needs in a timely manner	
8. Reference checks	
D. Price.	10

	MAXIMUM EVALUATION POINTS
E. Site Inspection and Interview of Key Personnel	
1. Cleanliness	
2. Professionalism; presentation of "Self" and "Team"; Clarity, brevity and completeness of responses to questions	15
3. Security and confidentiality of records and patient information	
4. Equipment and Facilities	
SUB TOTAL MAXIMUM EVALUTION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
	MAXIMUM EVALUATION POINTS
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.

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. SPECIFICATIONS

This Scope of Work shall consist of medical, physical wellness, and rehabilitation services, known as the San Diego Firefighter's Physical Wellness Program (Physical Wellness Program), as specified in this RFP.

The City has the right to inspect all of the proposer's facilities (laboratory facilities or subcontractors) prior to the final contract award.

The City of San Diego's Fire-Rescue Department seeks to obtain the services of a California Medical Corporation (defined as a firm that can employ physicians without violation of the "Corporate Practice of Medicine" Laws in the State of California; refer to Ca.gov website) to provide medical, physical wellness and rehabilitation services (Services) to all classifications of San Diego Firefighters and Lifeguards. The Services sought shall be provided in accordance with the Fire Service Joint Labor Management Wellness-Fitness Initiative (WFI) (4th Edition, 2018, Attachment A) as the minimum standard. In addition, preference may be given to proposers that can provide Services in accordance with the National Fire Protection Association (NFPA) 1500 (2021), Chapters 11 and 12 and NFPA 1583 (2022).

In 2005, the initial Fire-Rescue Physical Wellness Program was initiated through a combination of the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant and City matching funds. Firefighter and lifeguard wellness and medical fitness exams have proven to be a benefit to the citizens the firefighters serve. The Physical Wellness Program has met the International Association of Fire Chiefs (IAFC) and International Association of Firefighters (IAFF) criteria for this type of program. The program has been a benefit to the City by way of early identification and mitigation of risk factors that have the potential to cause injuries and illnesses in a hazardous and demanding work environment.

I. Overview of San Diego Fire-Rescue Department Participation:

- The Physical Wellness Program conducts approximately 1100 annual exams. Approximately one thousand (1000) of these exams are male, and one hundred (100) are female. The average age of the participants is 41 years and ranges from 21 to 62 years. The number of participants over age 40 is approximately 535.
- Participation in the Physical Wellness Program is purely voluntary for those Firefighters HIRED PRIOR TO 2005 AND REQUIRED BY THOSE HIRED AFTER 2005.
 - Consequently, there will be some personnel who are either voluntarily participating or are required to participate in the Physical Wellness Program (Program Participants) and other personnel who opted out of the Physical Wellness Program but may still receive a la carte Services under this Contract \ (Program Non-Participants).
 - Firefighters HIRED PRIOR TO 2005:
 - APPROXIMATELY 300 FIREFIGHTERS CURRENTLY PARTICIPATE VOLUNTARILY
 - Approximately 10 firefighters currently DO NOT PARTICIPATE
 - Firefighters hireD AFTER 2005:

- Approximately 700 firefighters are currently required to PARTICIPATE
- Participation in the Physical Wellness Program is purely voluntary by Lifeguards:
 - Approximately 120 lifeguards currently participate voluntarily
- Firefighters/Lifeguards who are involved in the following specialties require additional screenings:
 - Hazmat/CEDMAT Team – ~116
 - US&R Team – ~150
 - Bomb Squad Team – ~13
 - Scuba Team – ~20
- Retired Fire-Rescue member voluntary exams:
 - Approximately 250 retired participants
 - For the purpose of long-term data tracking of the benefits of this program, the proposer will offer retirees a self-pay (cash or insurance) "A la Cart" exam options

B. REQUIREMENTS AND TASKS

- I. All services provided by the proposer shall be in accordance with the most current, established industry standards, which are anticipated to evolve throughout the duration of this Contract. In order to provide the City with the most innovative services and best care possible, nothing herein shall prohibit the proposer from suggesting alterations or additions to the services provided during the term of this Agreement. Proposer shall provide the following on an **ANNUAL BASIS**:
 1. COMPLETE PHYSICAL WELLNESS MEDICAL EVALUATION
 - a. Provision of Required Paperwork and Services Prior to Physical Wellness Medical Evaluation.
 - i. Proposer shall provide the following necessary forms, reports, and documentation as listed below two weeks prior to the exam:
 1. An introductory letter describing the Wellness Initiative to new participants
 2. Health history/lifestyle questionnaire
 3. Exercise risk assessment
 4. Participant information
 5. HIPAA information and acknowledgment
 6. Nutrition risk assessment
 7. Arbitration Agreement
 8. Explanation of testing procedures
 9. Instructions for Participation
 10. Respiratory fit clearance form

11. Request for immunization records
 12. Directions to Facilities
 13. Electronic participation survey
- ii. Laboratory Analyses (participant will have labs drawn at least one (1) week prior to the evaluation but no more than 120 days)
1. Proposer shall coordinate with the Department's wellness officer or designee to provide oversight and coordination of the Contract
 2. Proposer shall provide laboratory facilities spread throughout the City and within each fire battalion that can be utilized by SDFD personnel on an individual basis while on duty
 - a. Proposer shall make contact with individuals who have not completed their blood draw at least two (2) weeks prior to the participant's Physical Wellness Medical Evaluation
 3. Costs for this service shall be included as part of the Physical Wellness Medical Evaluations in the Price Schedule
 4. Reference the WFI (4TH Edition) blood analysis section for required blood components and include the following:
 - a. Chemistry Panel (SMAC 20)
 - b. Prostate Specific Antibody (PSA) for men over the age of 40
 - c. Alpha-fetoprotein (AFP), Human chorionic gonadotropin (HCG)
 - d. CBC with differential
 - i. HbA1c will be performed for all Blood Glucose levels above 120 mg/dl.
 - e. Thyroid Stimulating Hormone test
 - f. Male and Female hormone blood serum test
 - g. Any future test that becomes part of either a WFI revision or standard medical care
 - h. The following are conducted biennially except for those that fall under B.1.b.(I, II, III, IV) to be performed annually.

- i. For any positive findings, offer the appropriate level of chelation therapy
 1. Heavy metals (arsenic, mercury, and lead) testing and archiving of results upon acceptance and leaving the team
 2. Cholinesterase
 5. The laboratory must be certified to perform medical analysis of blood and related tests by the State of California.
- iii. Urinalysis
1. Reference WFI (4TH Edition) blood analysis section for required urinalysis components
 2. Any future test that becomes part of either a WFI revision or for standard medical care
- iv. Annual Cancer Screening
1. As new technologies and/or medical discoveries become available, they will be added to the standard blood panel and program.
 2. While the proposer shall not be limited by the list below, cancer detection must consist of the following:
 - a. Skin cancer screening is performed annually with a full body visual survey
 - b. Cervical cancer screening for females utilizing Pap smear
 - i. HPV testing, as indicated
 - c. Breast cancer screening for females age 35
 - i. Quantitative Transmission (QT) Ultrasound Breast Imaging
 - d. Prostate cancer screening for men beginning at age 40 with digital rectal exam and PSA testing
 - e. Colon cancer screening beginning at age 45 with OC-Lite occult blood testing
 - f. Testicular cancer screening is performed annually during physical exam
 - g. Bladder Cancer Screening
 - h. Oral Cancer Screening

b. Specialty testing

i. Hazardous Materials Technician/ CEDMAT Fire Inspectors Physical

1. Some Program Participants may be designated as Hazardous Materials Technicians/ CEDMAT Fire Inspectors, and their physical shall include additional specific requirements as follows:

- a. See B.1.a.ii.4.g.
- b. Any additional blood testing required for specific or known exposure
- c. Hepatitis A series for new members
- d. Fecal occult blood over age 45
- e. Complete the HazMat report (Attachment C)

ii. Bomb Squad Technician Physical

1. Some wellness participants may be designated as Bomb Squad Technicians, and their physical shall include additional specific requirements as follows:

- a. See B.1.a.ii.4.g.
- b. Any additional blood testing required for specific or known exposure
- c. Hepatitis A series for new members
- d. Fecal occult blood over age 45
- e. Complete the FBI physical report (Attachment D)

iii. Urban Search and Rescue (US&R) Physical

1. US&R personnel managed by San Diego Fire-Rescue are employed by both the City of San Diego and outside (non-City) agencies/departments. All members are required to receive a comprehensive medical and fitness evaluation every year. Proposers shall include in their Proposal the provision of this exam to all San Diego Fire-Rescue US&R personnel and approved civilian US&R personnel as reflected in the Fee Schedule. The exam shall consist of additional specific requirements as follows:

- a. See B.1.a.ii.4.g.
- b. Any additional blood testing required for specific or known exposure

- c. Hepatitis A vaccination for all new San Diego Fire-Rescue US&R personnel
- d. Update vaccinations as needed
- e. Complete the USAR physical report (Attachment E)

iv. SCUBA Physical

- 1. Some Fire-Rescue employees may perform underwater duties using a Self-Contained Underwater Breathing Apparatus (SCUBA). Proposer shall perform SCUBA physicals, as may be required, with the following additional requirements:
 - a. Additional services as required
 - b. Complete the SCUBA Physical Report (Attachment F)

- v. The following tests shall be performed on all participants once every third year. The Proposer shall coordinate with the Wellness Officer to determine the years they will be offered.

Note: To be performed onsite is preferred, or if outside location, Provider shall detail the process in their response

All testing will be conducted by specialists with full accreditation from the American College of Radiology (ACR), the American Institute of Ultrasound in Medicine (AIUM), AND the International Commission for the Accreditation of Echo Laboratories (ICEAL).

All test results shall be reviewed by board-certified radiologists and cardiologists licensed by California. A second outreach for abnormal results, with care coordination

- 1. Ultrasound screening will include, at a minimum:
 - a. Liver
 - b. Thyroid
 - c. Spleen
 - d. Kidney
 - e. Bladder Ultrasound
 - f. Pelvic (External, Women only)
 - g. Testicular (Men only)
 - h. Echocardiogram
 - i. Carotid Doppler

- j. Aortic Aneurysm (AAA)
- 2. Lung and Cardiovascular screening:
 - a. Calcium Cardiovascular screening
 - i. After ten years of service; and
 - ii. At age 40 or over
 - b. Low Dose Lung CT Scan
 - i. After ten years of service; and
 - ii. At age 40 or over
- 3. PFAS blood test
 - a. Providers should use the ICD-10 diagnosis code or the most current recommendations by IAFF or any other national standard recommendation.
 - b. For any positive findings, offer the appropriate level of chelation therapy.
- vi. Muti-cancer early detection testing, i.e., Galleri test or equivalent
 - 1. After ten years of service; and
 - 2. at age 40 and yearly after that
- vii. Blood test, QuantiFERON-TB Gold Plus (QFT-PLUS)
 - 1. To be completed with the yearly blood at the wellness officer's direction in place of the Skin test, Mantoux Tuberculin Skin Test (TST)
- c. Complete Physical Wellness Medical Evaluation
 - i. Station One
 - 1. Vital Signs include height, weight, blood pressure, pulse, temperature, and respiration
 - 2. Respiratory Fitness Exam
 - a. Pulmonary evaluation test to include the following:
 - i. Spirometry (PVC, FEV1, FEV1/FVC ratio, Peak Expiratory flow rate)
 - ii. Reference WFI (4TH Edition) pulmonary evaluation section for additional required components

- iii. Any future test that becomes part of either a WFI revision or for standard medical care

3. Vision and Audiometric Examinations

- a. Proposer shall provide vision and audiometric examinations as referenced by guidelines published by the California Department of Motor Vehicles (DMV)

ii. Station Two

- 1. Resting ECG and 12 lead ECG
- 2. Sub-maximal exercise test monitored with a 12-lead electrocardiogram
- 3. A primary and an alternative exercise method to meet sub-maximal testing shall be offered (e.g., treadmill or step mill) as specified in WFI 4th Edition

iii. Station Three

- 1. Fitness Evaluation and Staff (Exercise Physiology, Strength, Conditioning, and Certified in Athletic Training)
 - a. The Proposer shall employ fitness staff to conduct fitness evaluations and other activities relative to the Physical Wellness Program, including fitness education. The fitness staff must be comprised of personnel with a master's degree or higher in the disciplines of Exercise Physiology and Nutrition. Preference may be given to proposers certified in strength and conditioning through the American College of Sports Medicine (ACSM) or the National Strength and Conditioning Association. Additionally, the fitness staff shall include the following personnel: Certified Physical and Athletic Trainer(s), Exercise Physiologist(s), and Registered Dietician(s).
 - b. The fitness staff shall be available to the participants in the Program to perform fitness evaluations and the following services:
 - i. Evaluate the participant's level of fitness;
 - ii. Evaluate level of improvement since past assessment(s), if assessed;
 - iii. Provide realistic job-specific assessment tools for injury prevention jobs;
 - iv. Review the current exercise program and make suggestions for modifications as appropriate;

- v. Comprehensive wellness/fitness program recommendations;
- vi. Perform wellness age assessment;
- vii. Orthopedic/musculoskeletal rehabilitation, if prescribed by a physician;
- viii. Fitness Evaluation;
 - 1. Body composition
 - 2. Abdominal endurance crunch test
 - 3. Push-up evaluation of upper body strength and endurance
 - 4. Functional Movement Screening Evaluation
 - 5. Strength testing, including vertical jump utilizing force platform (per WFI 4th edition)
 - 6. Flexibility evaluation utilizing the Novel Acuflex I or equivalent trunk flexibility tester
 - 7. Assessment of low back muscular endurance done each year
 - 8. Alternative assessments of core strength and flexibility testing that meets or exceeds the WFI 4th Edition can be proposed and may be substituted with prior approval by the city
- ix. Provide individual recommendations for the overall conditioning program;
- x. Fitness consultation
 - 1. Development of personalized strength and flexibility programs.

iv. Station Four

1. Nutrition Station:

- a. Nutritional risk assessment and consultation;

- b. Preventative measures or techniques to mitigate developing injuries or rehabilitating past injuries not covered under worker's compensation;
- c. Develop and provide educational materials and instruction that addresses the specific needs of the individual participant (i.e., core stabilization exercises, treatment and rehabilitation exercises for plantar fasciitis, rotator cuff injuries);
- d. Entering data into a database for tracking individual strength, flexibility, and body composition measurements. Provide educational workshops to be conducted during individual station visits and individual counseling to those participants at high risk as part of the ongoing educational program.

v. Station Five

- 1. A complete hands-on physical examination by a Qualified Physician (MD or DO), Physician's Assistant (PA), or Nurse Practitioner (NP) (male and female) with the items below included:

Note: Must be Board Certified in a Primary Care Specialty and preferably have subspecialty certification in Sports Medicine and special knowledge in firefighter health and safety. This periodic exam is a physical to be conducted every 12 months. This exam is designed to gather valuable data on the status of uniformed personnel in this occupational group as they progress through their careers. The exam is to include a thorough evaluation of the following systems of the body in accordance with the WFI (4th Edition) guidelines:

- a. Head, Eyes, Ears, Nose, Throat
- b. Neck
 - i. Endocrine (thyroid gland)
- c. Cardiovascular
- d. Pulmonary
- e. Gastrointestinal
- f. Genitourinary
- g. Rectal
- h. Lymph nodes
- i. Neurological

- j. Musculoskeletal
- k. Skin
- l. If applicable, a Department of Transportation (DOT)/Department of Motor Vehicles (DMV) physical form (required every two (2) years), which includes any necessary documentation/forms to complete a Medical Examiner's Card, shall be performed annually for all participants as needed
 - i. Proposer shall provide DMV physicals for Physical Wellness Program Participants. Physicians must be certified by the National Registry of Certified Medical Examiners to provide DMV exams
 - ii. Proposer shall follow all current DMV guidelines
 - iii. Proposer shall follow HIPAA privacy regulations
 - iv. Department of Transportation (DOT)/Department of Motor Vehicles (DMV) physical form (required every two (2) years), which includes any necessary documentation/forms to complete a Medical Examiner's Card
 - v. Proposer shall coordinate efforts as necessary with the staff of the City of San Diego
 - vi. Complete Fire-Rescue DMV Form (Attachment B)
- m. FBI, Scuba, or USAR physical report (as needed)
- n. Follow-up consultation with a physician at the time of the initial appointment
 - i. The Physician shall review a follow-up on findings from any prior annual examinations at the time of the evaluation
 - ii. Any abnormal findings on the annual physical shall be addressed directly with the participant with specific recommendations to control or remedy the abnormality and with recommendations for follow-up or referral
 - iii. Referrals shall be made as appropriate for non-service connected issues using the Participant's primary care provider

the report and review with the participant strategies and education to improve overall health and fitness.

4. Follow-up

- a. Proposer shall provide any and all pertinent data to the participant in order to expedite any referral deemed prudent either within the workers' compensation system established by the city or through the participant's private health system

d. Athletic Trainer

- i. The Athletic Trainer will provide overall clinical support toward evaluating members, developing individualized and group treatment and corrective exercise plans, restoring function and strength in firefighters, and lifeguard biomechanical movements and injuries
- ii. Proposer shall provide the necessary number of Athletic Trainers to accommodate appointments
 1. All athletic training sessions shall be conducted onsite at the Health & Safety Facility identified
 2. When athletic training is requested, the initial appointment will be scheduled to take place within five (5) business days
 3. With the approval of the respective wellness officer, the Athletic Trainer can assist with academy recruit injury prevention
- iii. The Athletic Trainer shall meet all the following qualifications:
 1. Education
 - a. Bachelor's Degree (Master's Degree preferred) in Athletic Training
 2. Certifications
 - a. National Athletic Trainer Association (NATA) Board of Certification credentials for Certified ATCs
 - b. National Strength and Conditioning Association Tactical Strength and Conditioning Facilitator (NSCA TSAC-F)
 3. To be trained in Tactical Athletic Rehabilitation and Injury Prevention or to the highest standard of an Industrial Athlete
 4. Minimum five years as a certified ATC (Certified Athletic Trainer)
 5. Experience working with Tactical Athletes in a First Responder Environment

- a. Preference may be given to proposers with experience working with Division 1 college athletes or professional athletes.
- 6. Functional Movement Screen (FMS) Level 1 and 2 certifications or equivalent
- 7. Experience working with organizations similar in size and function to the Fire-Rescue Department with knowledge on how to organize and schedule for high usage rates
- 8. Knowledge and use of pre-OSHA recordable treatments such as heat, ice, mechanical stimulation and reconditioning, and functional exercises
- 9. Knowledge and experience in creating and managing individualized assessment and treatment programs
- 10. Basic understanding of injury prevention as it relates to the Worker's Compensation nexus
- e. Proposer shall provide a clerical staff member dedicated to working with the respective wellness officer or designee on scheduling, coordination functions, and other work identified
- 2. NON-PARTICIPANTS ARE REQUIRED TO RECEIVE MEDICAL EVALUATIONS SPECIFIC TO THEIR JOB DUTIES AND MAY INCLUDE:
 - a. Respiratory Fit Exam
 - i. Provide Respiratory Fit Examinations to Program Non-Participants as referenced by guidelines published by Cal-OSHA and WFI 4th Edition to include spirometry (FVC, FEV1, FEV1/FVC ratio, Peak Expiratory flow rate).
 - ii. Physical examination by the Physician to include a review of systems and hands-on physical examination of the head, ears, eyes, nose, throat, heart, and lungs. Past medical history and family history should be taken and reviewed by the Physician
 - b. DMV Physicals
 - i. Provide DMV physicals for Program Non-Participants, and be responsible for the following
 - 1. Follow current DMV guidelines
 - 2. Follow HIPAA privacy regulations
 - 3. Department of Transportation (DOT)/Department of Motor Vehicles (DMV) physical form (required every two (2) years or sooner as regulated by the DMV), which includes any necessary

documentation/forms to complete a Medical Examiner's Card for Class A, Class B, and all firefighters

4. Coordinate all efforts as necessary with the staff of the City of San Diego
5. Physicians must be certified by the National Registry of Certified Medical Examiners to provide DMV exams
6. Complete Fire-Rescue DMV Form (Attachment B)

3. PROPOSERS SHALL PROVIDE THE BELOW ADDITIONAL SERVICES UNDER THIS CONTRACT THAT ARE NOT INCLUDED IN THE WELLNESS PARTICIPANT FEE

a. Education Program

- i. Proposer shall propose an educational program, coordinated with and approved by the respective wellness officer, that may fluctuate but not to exceed 1040 hours annually or an estimated 20 hours per department per week. All education shall be coordinated through the respective department's respective wellness officer
- ii. The Education Program proposed shall be multifaceted in its delivery and demonstrate an intent to address those areas of interest and concern for the health and fitness of the San Diego First Responders
- iii. Proposer shall include the following elements in the Education Program
 1. In station visits which will include, but not be limited to, educational sessions on exercise, fitness, nutrition, and health-related topics
 2. Individual counseling for high-risk participants and those with specific nutrition and exercise needs
 3. Proposer will coordinate with the Cancer and Health Coordinator to aid in the prevention of occupational cancer
 4. Group education projects (challenges and competitions, development of resources or workout programs)
 5. Provide resources and consultation on health and fitness-related issues identified in the medical exam not related to work-related injury or illness
 6. Provide a Registered Dietician to help those participants with high-risk nutritional/health-related problems
 - a. The Registered Dietician position shall be at a minimum Bachelor's Degree qualified with a Master's Degree preferred

7. Provide a Certified Athletic Trainer or Registered Physical Therapist to help those with specific injury-related problems identified by a physician
8. Provide resource material and manage content placed in a city-maintained webpage or app
 - a. Ability to access electronic copies of a physical wellness center newsletter
 - b. Communications on upcoming challenges and results of past efforts
 - c. Access to health and fitness materials in electronic format
 - d. Provide online tutorials and programs for stretching, yoga, and injury prevention
 - e. Other content identified by the respective wellness officer

b. Job-Wide Tuberculosis/PPD/Influenza

- i. Proposer shall provide infectious disease screening on a mobile basis for Tuberculosis
- ii. Provide participants on-duty PPD/TB testing at strategic locations throughout the City, mutually agreed upon with the respective wellness officer or designee and charged according to the pricing indicated on the Pricing Schedule.
- iii. All forms for consent and education and any required reporting that will be provided by Proposer
- iv. The immunization service shall be provided by an appropriate licensed individual
- v. The licensed individual will be required to read the PPD test within 48 to 72 hours of any tests administered
 1. All positive PPD tests shall have a chest x-ray performed to determine if the individual has active TB
 2. If a member has a past positive PPD test, then the chest X-ray will become an annual test
- vi. For any individuals determined by the City to have had significant exposure or to be at high risk, the option to perform a QuantiFERON-TB Gold blood test shall be offered
- vii. The City will determine scheduling via the respective wellness officer or designee

c. Immunizations/Vaccinations/Screening

- i. Proposer shall make available to Program Participants and Non-Participants the vaccinations listed below. The Participant may provide documentation of having received the following vaccinations and, at the recommendation of the Physician and approval of the respective wellness officer or designee, may receive additional vaccinations.
 1. Hepatitis A (if on USAR, TRT, or Swift Water Rescue)
 2. Hepatitis B. Hepatitis B vaccination series shall be given until a follow-up confirmation of antibody production demonstrates conversion
 3. Tetanus/Diphtheria
 4. Pertussis
 5. MMR
 6. Polio
 7. HPV - shall be provided to all women participants up to 26 years of age if a previous vaccination is not documented
 8. Varicella
 9. Pneumovax (Considered for individuals with appropriate risk factors)
- ii. Proposer shall provide annual recommended Flu vaccinations on a mobile basis. All immunization records and history shall be maintained in the Participant's chart and reviewed at the time of Medical Evaluation, Fitness Evaluation, or Respiratory Fit Exam.
- iii. Any other necessary immunizations will be given at the time of a Medical Evaluation, Fitness Evaluation, or Respiratory Fix Exam and will be charged according to the Pricing Schedule.
- iv. Any/all additional immunizations shall be approved and scheduled via the respective wellness officer or designee.
- v. Hepatitis B vaccinations shall be made available to all personnel on a schedule determined by the City through the respective wellness officer or designee.
- vi. Hepatitis B vaccination series shall be given until a follow-up confirmation of antibody production demonstrates conversion. Individuals who do not convert beyond the medically accepted series may be considered non-converters.
- vii. All immunizations/vaccinations shall be authorized in writing by the respective wellness officer or designee in advance of performing such service.

4. PROGRAM FACILITY AND EQUIPMENT REQUIREMENTS

a. Facility

i. City Owned Facility

1. The proposer shall utilize the SDFD Health & Safety Wellness Facility location (or any other future identified location):
 - a. Currently addressed at 9325 Sky Park Ct San Diego, CA 92123
2. All components of the Physical Wellness Medical Exam shall take place at the designated Health & Safety Wellness facility.
3. The proposer will be solely bidding on the staffing of medical/clerical personnel and equipment essential to fulfill the requirements set forth in this Contract.
4. Onsite safe storage area for medical records of Program Participants and Non-Participants

II. Proposer must comply with the Department's policies related to confidentiality and access to medical records. Proposer to provide the following services in locations identified **BY THE RESPECTIVE WELLNESS OFFICER:**

1. Blood Draws;
2. Immunizations/PPD; and
3. Education.

b. Equipment

- i. The proposer shall provide all necessary medical, testing, or assessment equipment to fulfill this Contract.
 1. Proposer shall be responsible for the provision of all equipment required to perform services under this Contract, including maintenance, repair, and replacement.
 - a. Equipment is defined as anything required by the proposer to perform the requirements within Stations 1-5 (B.1.(a,b,c).
 - b. Proposer shall provide a list of the equipment that will be utilized and a schedule of maintenance and replacement according to the manufacturer's guidelines.
 2. The Department will provide all injury and rehabilitation prevention program (IRPP) equipment used by the athletic

trainer for rehabilitation, exam tables, internet, and phone access.

5. STAFFING REQUIREMENTS

- a. Proposer shall identify the dedicated staff and provide resumes/list of qualifications for all staff assigned to this Physical Wellness Program in a reasonable amount of time before their start date.
 - i. The City of San Diego Municipal Code Article 2, Division 28 provides direction and guidelines regarding the retention of the incumbent workforce for the contractor:
 1. [HTTPS://DOCS.SANDIEGO.GOV/MUNICODE/MUNICODECHAPTER02/CH02ART02DIVISION28.PDF](https://docs.sandiego.gov/municode/municodechapter02/ch02art02division28.pdf)
- b. Proposer shall appoint a Board Certified Designated Medical Director, who is a Qualified Physician (MD or DO), to oversee the Physical Wellness Program.
 - i. The Designated Medical Director must have extensive clinical and administrative experience comparable to overseeing a Wellness Fitness Initiative Program.
 - ii. The Designated Medical Director should have experience in cardiovascular disease, exercise testing, musculoskeletal injury diagnosis and management, preventive medicine, and lifestyle management.
- c. Any Physician(s) providing services to under this Contract must be a Qualified Physician and shall work onsite during periods of scheduled medical/fitness testing.
- d. The Athletic Trainers providing services under this Contract shall meet the qualifications as described above in section B.1.c.
- e. The staff providing Physical Therapy services under the Contract shall meet the qualifications as described below in section B.7.e.
- f. All staff providing Services under this Contract shall have a working knowledge of firefighter and lifeguard injuries/illnesses and the IAFF Wellness Fitness Initiative.
- g. Staff shall have the experience in injury risk reduction, early detection of disease, injury prevention, and proven worker's compensation cost reduction.
- h. Preference may be given to proposer who demonstrates experience in fields relevant to firefighters and lifeguards, such as occupational toxicology, industrial hygiene, epidemiology, infectious disease, pulmonary disease, cardiology, orthopedics, psychiatry, burn care, and emergency medical care.
- i. Preference may be given to the proposer who demonstrates experience/familiarity with the job tasks of the firefighter and lifeguard,

including physical demands, psychosocial stressors, chemical, biological, and physical exposures, and the effects of medical conditions on job tasks.

- j. Preference may be given to the proposer who demonstrates knowledge of local, state, and federal laws related to the health and safety of firefighters and lifeguards.
- k. The fitness staff must be comprised of personnel with a master's degree or higher in the disciplines of Exercise Physiology and Nutrition. Preference may be given to proposers certified in strength and conditioning through one of the following organizations.
 - i. American Council on Exercise (ACE)
 - ii. American College of Sports Medicine (ACSM)
 - iii. National Strength and Conditioning Association (CSCS)
- l. Personnel responsible for performing sub-maximal stress EKG testing must be qualified at the master's degree level in order to deliver appropriate education during testing and to develop an appropriate exercise prescription.
- m. Personnel responsible for performing nutrition assessments and counseling must have received special training in nutrition, preferably at the master's degree level, or be a registered dietitian.
- n. Contracted and Subcontracted Services
 - i. Identify all anticipated sub-contractors and their uses.

6. MEETINGS, DATA COLLECTION, AND REPORTING REQUIREMENTS

- a. Proposer shall ensure that medical staff is available to meet with the Department to discuss goals related to the Physical Wellness Program on a regular ongoing basis (anticipated monthly)
- b. The Proposer shall provide an annual report to the San Diego Fire-Rescue Chief, the Health & Safety Officer, and the wellness officer. The report shall address:
 - i. Generally recognized trends associated with the health and fitness of Program Participants in accordance with the IAFF Wellness Fitness Initiative. The report shall include, at a minimum, the following:
 - 1. Demographics and age distribution
 - 2. Current diagnoses and current habits
 - 3. Exercise habits
 - 4. Nutrition and diet risk

5. Medical demographic trends, including height, weight, body fat, and body mass index
 6. Blood laboratory value trends, including triglycerides, cholesterol (HDL/LDL) and glucose
 7. Blood pressure trends
 8. Fitness (back endurance and cardiovascular)
 9. Department Behavioral Wellness
- ii. Strategies undertaken by proposer toward mitigation of negative trends or other steps undertaken to improve the general health and fitness of Program Participants;
 - iii. Comparative data between this Physical Wellness Program and other similar programs throughout the United States as described in the IAFF Wellness Fitness Initiative (WFI);
 - iv. Demonstration of repeat Program Participants for descriptions of additional trends noted within the Program;
 - v. Provide information on disease management capabilities, including:
 1. Top 10 diagnoses
 2. Metabolic disease
 3. Coronary artery disease
 4. Diabetes
 - vi. All reports must comply with applicable state and federal laws pertaining to the access, use and disclosure of Protected Health Information (PHI) (45 C.F.R. § 160.103), including HIPAA and corresponding regulations, and the Confidential Medical Information Act (CMIA), Civil Code § 56 et seq.
 - vii. All reports and data derived from the Physical Wellness Program shall be considered the property of the City of San Diego, and no release shall be authorized without express written consent of the City through the wellness officer.
 - viii. Using City-provided data, the proposer should provide annual data/graph indicating average days of Lost Work Days, Restricted Work Days, and specific/aggregate worker's compensation.
- c. Proposer shall have a demonstrable database and electronic medical record (EMR) that captures all information related to First Responder demographics, lifestyle, personal medical history, family history, immunizations, lab values, audiometric and pulmonary function values, vital signs, review of systems, current medical findings, and all health and fitness parameters consistent

with the IAFF Wellness Fitness Initiative. The Proposer must be prepared to demonstrate these capabilities in real-time during the selection phase of this RFP. The database shall have the following additional capabilities:

- i. The database/EMR will be able to incorporate new medical and fitness tests, assessments, diagnostic tools, and health risk assessments that are related to the changing Wellness Fitness Initiative and research available on First Responder health into their existing EMR and database. This system should be readily expandable and customizable at the direction and agreement of the Designated Medical Director and respective wellness officer;
- ii. The database used to collect and aggregate information must comply with applicable state and federal laws pertaining to the access, use and disclosure PHI (45 C.F.R. § 160.103), including HIPAA and corresponding regulations, and the CMIA.
- iii. The format of any database used to collect data under this Program shall adhere to specifications described within the IAFF data dictionary as well as all the parameters needed to produce the reports outlined in the WFI4 (Attachment A);
- iv. The database utilized for the Program must integrate all historical (existing) raw medical records data for all Program Participants spanning at minimum the prior ten (10) prior years to the present.
 1. Integration of data from previous system(s) shall be at no additional cost to the City.
 2. Integration of data shall not delay any transition between providers or the provision of medical/fitness examinations.
 3. The approval to release individual data must comply with HIPAA and CMIA and may require a written release of the Program or Non-Program Participant.
 4. All data collected shall meet or exceed the WFI 4th edition requirements.
- v. Medical Record Database
 1. Proposer shall state what type of electronic medical record database will be used for meeting the City's data collection and reporting requirements.
 2. Proposer shall describe the electronic medical records database that will be used to obtain medical record information required under this Contract.
 3. Proposer shall describe how the electronic medical records database will provide reports similar to those currently provided to the City (sample annual report attached as Attachment G)

4. Proposer shall submit a plan/sample of reporting annual population management (i.e., "How many Firefighters aged 45-50 have shown a decrease in their blood pressure over a 2-3-year period?")

7. Physical Therapy

- a. Proposer must provide Physical Therapy services to Program and Non-Program participants of the Fire-Rescue Department:
 - i. Non-industrial injuries when referred and paid for by an individual's private insurance; and
 - ii. Industrial injuries in accordance with the California Labor Code and California Code of Regulations as part of the City of San Diego's Medical Provider Network.
 1. Billing for industrial injuries shall be in accordance with Official Medical Fee Schedule
- b. Identify and reduce waste (time/regression of patient treatment) wherever found to improve the injury rehab process, ensuring that the treatment plan is designed to treat the first responder holistically utilizing the Department's and City's integrated health resources to care for the member and ensure consistent injury rehabilitation education is implemented to avoid future injuries.
- c. Proposer shall provide the necessary number of staff to accommodate Physical Therapy appointments.
 - i. All Physical Therapy shall be conducted onsite at the facility identified by the City.
 - ii. When Physical Therapy is requested or recommended by a provider, the initial appointment will be scheduled to take place within five (5) business days from referral.
- d. The Physical Therapy staff shall be responsible for providing services to include, but not limited to, the following:
 - i. Maintenance and restoration of maximum movement and functional ability;
 - ii. Management and treatment of disorders and injuries of the musculoskeletal system to help restore conventional function;
 - iii. Assistance in increasing and improving mobility following injuries;
 - iv. Relief of pain from prior injuries;
 - v. Prevention or limitation of permanent physical disabilities.
- e. The Physical Therapist(s) shall meet all the following qualifications:

- i. To be trained in Tactical Athletic Rehabilitation and Injury Prevention or to the highest standard of an Industrial Athlete;
- ii. The Physical Therapist shall be a registered physical therapist (RPT) with a minimum of 5 years' experience; and
- iii. Experience working with Tactical Athletes and/or in a First Responder Environment.
 - 1. Preference may be given to proposer who demonstrates experience working with Division 1 college athletes or professional athletes.

8. PRIVACY AND SECURITY PROGRAM REQUIREMENTS

- A. The Proposer is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CMIA, and the current rules and regulations enacted by the Department of Health and Human Services. Proposer agrees to indemnify and hold harmless the City and its directors, officers, employees, and agents (individually and collectively (City) against any and all losses, liabilities, judgments, penalties, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to (a) a breach of this Contract relating to the privacy and security requirements by proposer, or (b) any negligent or wrongful acts or omissions of proposer or its employees, directors, officers, subcontractors, or agents, relating to the privacy requirements set forth under this Contract including failure to perform their obligations under the Privacy and Security Requirements. Provider agrees to immediately report to the City any use or disclosure of Protected Health Information not provided for by the Contract of which it becomes aware, including but not limited to breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- B. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Proposer agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Proposer and/or the City agree to the same restrictions, conditions, and requirements that apply to the provider with respect to such information.

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

- A. The City Evaluation Committee shall conduct a site inspection of any facility(ies) or key personnel the Proposer designates will be providing services under this RFP, in accordance with Exhibit A. Evaluation of Proposals. 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. 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.

10. PRICE SCHEDULE

Bidders are required to submit their bid prices on the City's Price Schedule herein attached as Attachment 1 – Price Schedule. The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Any deviations from the Price Schedule may be considered non-responsive and unacceptable.

Fiscal Year 24

PRICE SCHEDULE - HEALTH & SAFETY WELLNESS FACILITY

City's Estimated Need. NOTE: Estimated Quantities Are Provided To Calculate Estimated Contract Value Only. Pricing
Score will be assessed utilizing the City's formula separately per item section noted below.

RFP BEST AND FINAL OFFER (BAFO)

A. Pricing Section - all inclusive of requirements specified in B.1.a & B.1.b exam costs (excluding pricing section b)

EST. ANNUAL QTY. OF PARTICIPANTS	U/M	SERVICES INCLUDED IN PARTICIPANT FEE FOR ALL WELLNESS PROGRAM PARTICIPANTS	ANNUAL COST PER PARTICIPANT	(Est. Annual Qty. x Annual Cost Per Participant)
1150	EA	Complete Physical Wellness Medical Evaluation (ONE EACH PER YEAR PER PARTICIPANT)		
		TOTAL SECTION C.1.a:		\$422,250.00
		TOTAL SECTION C.1.b.i:		\$248,985.00
		TOTAL SECTION C.1.b.ii:		\$223,000.00
		TOTAL SECTION C.1.b.iii:		\$214,005.00
		TOTAL SECTION C.1.b.iv:		\$214,005.00
		TOTAL SECTION C.1.b.v:		\$214,005.00
		TOTAL SECTION A:		\$1,536,250.00

B. Pricing Section

EST. ANNUAL QTY. OF PARTICIPANTS	U/M	<u>Additional Screenings for Firefighters with Specialties</u>	ANNUAL COST PER PARTICIPANT	TOTAL (Est. Annual Qty. x Annual Cost Per
70	EA	Hazmat Team (C.1.c.i)	\$ 178.40	\$12,488.00
30	EA	Bomb Squad (C.1.c.ii)	\$ 69.33	\$2,080.00
150	EA	US&R TEAM (C.1.c.iii)	\$ 49.00	\$7,350.00
20	EA	SCUBA Physical (C.1.c.iv)	\$ 49.00	\$980.00
535	EA	Ultrasound screening will include (C.1.c.v.1)	\$ 78.16	\$37,450.00
536	EA	Lung and Cardiovascular screening (C.1.c.v.2)	\$ 105.80	\$56,710.00
537	EA	PFAS blood test (C.1.c.v.3)	\$ 97.64	\$52,430.00
538	EA	Muti-cancer early detection testing (C.1.c.vi)	\$ 129.28	\$69,550.00
900	EA	Blood test, Quantiferon-TB Gold Plus (C.1.c.vii)	\$ -	\$0.00
100	EA	Quantitative Transmission (QT) Ultra sound Breast Imaging (C.1.c.viii.1.a)	\$ 30.00	\$3,000.00
100	EA	Mamogram (C.1.c.viii.1.b)	\$ 50.00	\$5,000.00
TOTAL SECTION B				\$247,038.00

C. Pricing Section - all inclusive of requirements specified in B.1.c & B.1.d exam costs

EST. WEEKLY QTY.	U/M	SERVICES	HOURLY COST	TOTAL (Est. Weekly Qty. x Hourly Cost)
80	HR	Athletic Trainer (Section C.1.d)	\$ 75.00	\$6,000.00
40	HR	Clerical Staff Member (Section C.1.e)	\$ 85.00	\$3,400.00
TOTAL SECTION C:				\$9,400.00
ANNUAL TOTAL: (52 X TOTAL SECTION C)				\$488,800.00

D. Pricing Section - all inclusive of requirements specified in B.2.a & B.2.b

EST. ANNUAL QTY.	U/M	SERVICES AVAILABLE WELLNESS PROGRAM NON-PARTICIPANTS (once per year per Non-Participant)	ANNUAL COST PER NON- PARTICIPANT	TOTAL (Est. Annual Qty. x Annual Cost)
50	EA	Respiratory Fit Exam (C.2.a)	\$232.00	\$11,600.00
50	EA	DMV Exam (C.2.b)	\$121.00	\$6,050.00
TOTAL SECTION D:				\$17,650.00

E. Pricing Section - all inclusive of requirements specified in B.3.a

EST. WEEKLY QTY.	U/M	SERVICES	HOURLY COST	TOTAL
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20	HR	Education Program Services (Section C.3.a)	\$	-	\$0.00
				TOTAL SECTION E:	\$0.00
				ANNUAL TOTAL: (52 X TOTAL SECTION E)	\$0.00

F. Pricing Section - all inclusive of requirements specified in B.3.b & B.3.c

EST. ANNUAL QTY.	U/M	ADDITIONAL SERVICES [MAY BE PERFORMED FOR WELLNESS PROGRAM PARTICIPANTS AND/OR WELLNESS PROGRAM NON- PARTICIPANTS]	COST (Per Participant or Non- Participant unless otherwise indicated below)	TOTAL (Est. Annual Qty. x Cost)
900	EA	Job-Wide Tuberculosis/PPD/Influenza C.3.b.i (w/out x-ray)	\$77.07	\$69,363.00
900	EA	Job-Wide Influenza C.3.b.ii	\$15.07	\$13,563.00
50	EA	Chest X-ray B.3.b.v	\$81.00	\$4,050.00
50	EA	Hepatitis A Vaccination C.3.c.i.1	\$117.80	\$5,890.00
50	EA	Hepatitis B Vaccination - Series of 3 C.3.c.i.2	\$35.31	\$1,765.50
50	EA	Tetanus/Diphtheria C.3.c.i.3	\$37.00	\$1,850.00
50	EA	Pertussis C.3.c.i.4	\$37.00	\$1,850.00
50	EA	MMR C.3.c.i.5	\$83.78	\$4,189.00
50	EA	MMR Titer C.3.c.i.5	\$14.50	\$725.00
50	EA	Polio C.3.c.i.6	24.55	\$1,227.50
25	EA	HPV C.3.c.i.7	270.54	\$6,763.50
50	EA	Varicella or Titer C.3.c.i.8	\$148.99	\$7,449.50
50	EA	Pneumovax C.3.c.i.9	\$111.30	\$5,565.00
			TOTAL SECTION F:	\$124,251.00

FINAL COST TOTALS

ANNUAL TOTAL SECTION A:	\$1,536,250.00
ANNUAL TOTAL SECTION B:	\$247,038.00
ANNUAL TOTAL SECTION C:	\$488,800.00
ANNUAL TOTAL SECTION D:	\$17,650.00
ANNUAL TOTAL SECTION E:	\$0.00
ANNUAL TOTAL SECTION F:	\$124,251.00
FINAL COST TOTAL PER YEAR	\$2,413,989.00

Exams

Wellness Evaluation	Volume	Cost	Projected Annual Total
Exam (including stations)	1150	\$965.00	\$1,110,172.00
Chem Panel (SMAC 20)	1150	\$49.00	\$56,350.00
CBC with Diff	1150	\$49.00	\$56,350.00
Lipid Panel	1150	\$49.00	\$56,350.00
TSH	1150	\$5.22	\$6,003.00
TB Gold	1150	\$65.67	\$75,520.50
U/A	1150	\$5.00	\$5,750.00
TOTAL Exam Cost	1150	\$ 1,183.00	\$ 1,366,495.00

Additional Testing as Needed

PSA	500	\$49.00	\$24,500.00
AFP HCG	200	\$26.04	\$5,208.00
Hc1A1c	500	\$6.32	\$3,160.00
Heavy Metals	550	\$49.00	\$26,950.00
Male & Female Serum	100	\$49.00	\$4,900.00
Cholinesterase	550	\$49.00	\$26,950.00
Pap Smear	100	\$25.94	\$2,594.00
OC-Lite Blood Occult	500	\$20.35	\$10,175.00
			\$125,777.00

HAZMAT (additional to the above)

Hep A	70	\$134.85	\$9,439.50
Occult Blood	70	\$20.35	\$1,424.50
Hep B	70	\$109.05	\$7,633.50

Bomb Squad (additional to the above)

Hep A	30	\$134.85	\$4,045.50
Occult Blood	30	\$20.35	\$610.50

SCUBA (additional to the above)

Hep A	20	\$134.85	\$2,697.00
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US&R (additional to the above)

Hep A	150	\$134.85	\$20,227.50
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Weekly Staffing

Staffing (hourly)

Athletic Trainer	2	\$150.00	\$312,000.00
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Center Operations Director	1	\$85.00	\$176,800.00
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Facility Cost

Annual facility fee (Equipment, Technology, Software)		\$29,000.00	\$29,000.00
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TOTAL ESTIMATED YEAR 1 COSTS			\$2,056,150
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Additional Testing

Ancillary Testing	Cost Per Test	Volume
Full Body Ultrasound Screening	\$ 350.00	107
Lung and Cardiovascular Screening	\$ 530.00	107
PFAS Blood Test	\$ 490.00	107
Galleri Cancer Screen	\$ 650.00	107
QT Ultrasound Breast Imaging	\$ 150.00	20
Mamogram	\$ 250.00	20
Additional Services	Cost Per Test	
Job-Wide Tuberculosis/PPD/Influenza C.3.b.i (w/out x-ray)	\$ 84.49	900
Job-Wide Influenza C.3.b.ii	\$ 15.36	900
Chest X-ray B.3.b.v	\$ 81.00	50
Hepatitis A Vaccination C.3.c.i.1	\$ 134.85	50
Hepatitis B Vaccination - Series of 3 C.3.c.i.2	\$ 36.35	50
Tetanus/Diphtheria C.3.c.i.3	\$ 38.04	50
Pertussis C.3.c.i.4	\$ 38.04	50
MMR C.3.c.i.5	\$ 86.22	50
MMR Titer C.3.c.i.5	\$ 15.23	50
Polio C.3.c.i.6	\$ 25.74	50
HPV C.3.c.i.7	\$ 284.07	25
Varicella or Titer C.3.c.i.8	\$ 162.33	50
Pneumovax C.3.c.i.9	\$ 116.86	50

Total Additional Testing

Year 1 Core Cost + Additional Testing

Anciltpated Cost

\$	37,450.00	Performed once during contract period
\$	56,710.00	Performed once during contract period
\$	52,430.00	Performed once during contract period
\$	69,550.00	Performed once during contract period
\$	3,000.00	Performed once during contract period
\$	5,000.00	Performed once during contract period

\$ 76,041.00

\$ 13,824.00

\$ 4,050.00

\$ 6,742.50

\$ 1,817.55

\$ 1,902.00

\$ 1,902.00

\$ 4,311.10

\$ 761.25

\$ 1,287.00

\$ 7,101.75

\$ 8,116.55

\$ 5,843.15

\$ 357,839.00

\$ 2,413,989.00

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:

Wellness Program for San Diego Fire-Rescue Department

Solicitation Number: 10090113-24-M

B. BIDDER/PROPOSER INFORMATION:

Concentra Health Services, Inc.

Legal Name	Addison	DBA	
5080 Spectrum Drive; 1200W		TX	75001
Street Address	City	State	Zip
Chris Studebaker, Senior Director of Onsite Health Preventive Services	(843) 576-9501		
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.

Chris Studebaker	Senior Director of Onsite Health Preventive
Name	Title/Position
Charleston, SC	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Designated Concentra contact	
Interest in the transaction	
Cathey Amberry	Senior Key Account Manager
Name	Title/Position
San Diego, CA	N/A
City and State of Residence	Employer (if different than Bidder/Proposer)
Designated Concentra Contact	
Interest in the transaction	
Mark Faenza	Vice President, Sales
Name	Title/Position
Addison, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
VP of Sales for Concentra Onsite Health	
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	

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	

C. OWNERSHIP AND NAME CHANGES:

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.

☒ **Corporation** Date incorporated: 11/23/1993 State of incorporation: Nevada

List corporation's current officers:

President:	<u>See Attachment A</u>
Vice Pres:	<u>See Attachment A</u>
Secretary:	<u>See Attachment A</u>
Treasurer:	<u>See Attachment A</u>

Type of corporation: C ☒ Subchapter S ☐

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

If **Yes**, after what date: 12/19/1994

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:

Concentra is a wholly-owned subsidiary of Select Medical Holdings Corporation ("Select Medical") (NYSE:SEM).

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
	N/A as Concentra Operating Corporation owns 100% of stock		
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: _____

N/A

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: N/A

Sole Proprietorship Date started: N/A

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: N/A

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: JPMorgan Chase

Point of Contact: Vanessa Torres

Address: 10410 Highland Manor Dr. Floor 2, Tampa, FL 33610

Phone Number: 813.432.0779

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 Year Issued: 2024

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.

City of Delray Beach

Company Name: _____

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:

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: N/A

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: N/A

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.

Mike Rhine, EVP, COO - Onsite Health

DocuSigned by:

Mike Rhine

March 8, 2024

Name and Title

03C65E7A36BF425...

Signature

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.

Michael E. Tarvin - Director
 Matthew T. DiCanio - President
 Martin F. Jackson - Executive Vice President
 John A. Saich - Executive Vice President
 Michael E. Tarvin - Executive Vice President and Secretary
 Jonathan P. Conser - Senior Vice President
 John F. Duggan - Senior Vice President and Assistant Secretary
 Michael F. Malatesta - Senior Vice President
 Patrick Oglesby - Senior Vice President
 Joel T. Velt - Senior Vice President and Treasurer
 Christopher S. Weigl, Senior Vice President
 Derek D. Bahl, Vice President
 Rober J. Bein - Vice President and Assistant Secretary
 James (Mike) Bender, Vice President
 Stefanie Dean - Vice President and Assistant Secretary
 Lora R. Hammaker - Vice President
 J. Tyler Hollenbach - Vice President
 Barry Korn - Vice President
 Mary B. Lacey - Vice President
 Adam L. Moore - Vice President
 Richard K. Amegadzie, MD - Vice President of Medical Operations
 Latha Brubaker, MD - Vice President of Medical Operations
 Charles Dirk Bush - Vice President of Purchasing
 Janet Cobb, MD - Vice President of Medical Operations
 Scott Cole, MD - Vice President of Medical Operations
 John DeLorimier - Executive Vice President for Concentra
 Giovanni Gallara - Executive Vice President and Chief Clinical Services Officer
 Robert G. Hassett, DO - Vice President of Medical Operations
 Kathy T. Le, MD, MPH - Vice President of Medical Operations
 W. Keith Newton - CEO
 Michael Rhine - EVP, Chief Operating Officer, Onsite Health
 Raad A. Yaldo, DO - Vice President of Medical Operations

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.

Mike Rhine
 EVP, COO - Onsite Health

Print Name, Title

DocuSigned by:

Mike Rhine

03065E7A36BF425...

Signature

March 8, 2024

Date

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

All required documents are included in the following pages.

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 San Diego Municipal Code Division 36. 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 San Diego Municipal Code Division 36 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

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
		See Attached Sheet			

Contractor Name: Concentra Health Services, Inc.

Certified By Michael Rhine

Michael Rhine
Name/Title EVP, Chief operating officer - Onsite Health and Telemed

Signed by:
Signature Michael Rhine

Date 5/2/2025

STATUS	CLAIM DATE	DEFENDANT NAME	STATE	LITIGATION TYPE	CLOSING METHOD
CLOSED	1/6/2016	Concentra Health Services, Inc. (1828)	KY	Retaliation Claim	No Activity
CLOSED	7/8/2016	Concentra Health Services, Inc. (1121)	GA	Race Discrimination	Settlement
CLOSED	9/20/2016	Concentra Health Services, Inc. (0551)	CA	Wrongful Termination Claim	No Activity
CLOSED	12/19/2016	Concentra Health Services, Inc. (4111)	RI	Age Discrim/Whistleblower	Settlement
CLOSED	12/5/2017	Concentra Health Services, Inc. (4587)	TX	Multiple Title VII Discrimination	No Activity
CLOSED	10/31/2017	Concentra Health Services, Inc. (3119)	NJ	Disability Discrimination	Settlement
CLOSED	5/12/2017	Concentra Health Services, Inc. (1821)	KY	Disability Discrimination	Dismissed with Prejudice
CLOSED	6/16/2015	Concentra Health Services, Inc. (4111)	RI	Disability Discrimination	MSJ Granted
CLOSED	4/27/2018	Concentra Health Services, Inc. (3114)	NJ	Race Discrimination	No Activity
CLOSED	6/27/2017	Concentra Health Services, Inc. (7137)	CA	Retaliation Claim	Settlement
CLOSED	2/7/2019	Concentra Health Services, Inc. (7243)	IN	Wrongful Termination Claim	No Activity
CLOSED	4/19/2019	Concentra Health Services, Inc. (7203)	FL	Gender Discrimination	Settlement
CLOSED	2/19/2019	Concentra Health Services, Inc. (7147)	CA	Race Discrimination	Statute of Limitation Ran
CLOSED	4/4/2019	Concentra Health Services, Inc. (7213)	FL	Retaliation Claim	Settlement
CLOSED	7/3/2019	Concentra Health Services, Inc. (7324)	WV	Multiple Title VII Discrimination	No Activity
CLOSED	4/12/2019	Concentra Health Services, Inc. (2908)	NV	Wrongful Termination Claim	No Activity
CLOSED	11/30/2018	Concentra Health Services, Inc. (0716)	CT	Disability Discrimination	Settlement
CLOSED	6/28/2018	Concentra Health Services, Inc. (7255)	MN	Sexual Harrassment/Discrimination	Settlement
CLOSED	5/15/2018	Concentra Health Services, Inc. (4566)	TX	Multiple Title VII Discrimination	Dismissed
CLOSED	7/31/2019	Concentra Health Services, Inc. (4515)	TX	Age Discrimination	Settlement
CLOSED	9/12/2019	Concentra Health Services, Inc. (7158)	CA	Fair Employment & Housing Act	No Activity
		Occupational Health Centers of California, A			
CLOSED	9/1/2017	Concentra Health Services, Inc. (0531)	CA	Retaliation Claim	Dismissed
CLOSED	6/13/2019	Concentra Health Services, Inc. (4515)	CA	Pregnancy Discrimination	Settlement
CLOSED	12/28/2018	Concentra Health Services, Inc. (7415)	CA	Disability Discrimination	Settlement
		Occupational Health Centers of California, A			
CLOSED	11/9/2017	Concentra Health Services, Inc. (4515)	TX	Constructive Discharge	Dismissed
CLOSED	7/13/2019	Concentra Health Services, Inc. (7166)	CA	Race Discrimination	Dismissed with Prejudice
		Occupational Health Centers of California, A			
CLOSED	11/13/2019	Concentra Health Services, Inc. (7406)	CA	Disability Discrimination	Settlement
CLOSED	1/6/2020	Concentra Health Services, Inc. (3974)	PA	Disability Discrimination	Dismissed with Prejudice
CLOSED	5/31/2018	Concentra Health Services, Inc. (7155)	CA	Retaliation Claim	Settlement
		Occupational Health Centers of California, A			
CLOSED	12/20/2019	Concentra Health Services, Inc. (7121)	CA	Disability Discrimination	Dismissed
		Occupational Health Centers of California, A			
CLOSED	9/20/2021	Concentra Health Services, Inc. (3113)	NJ	Severance Dispute	Statute of Limitation Ran
CLOSED	1/15/2021	Concentra Health Services, Inc. (3812)	OR	Whistleblower/Retaliation	Settlement
CLOSED	4/9/2021	Concentra Health Services, Inc. (7219)	FL	Race Discrimination	Statute of Limitation Ran
CLOSED	10/16/2020	Concentra Health Services, Inc. (7150)	CA	Disability Discrimination	Settlement
CLOSED	7/20/2020	Concentra Health Services, Inc. (2371)	MI	Disability Discrimination	No Activity
CLOSED	5/13/2020	Concentra Health Services, Inc. (7164)	CA	Disability Discrimination	MSJ Granted
		Occupational Health Centers of California, A			
CLOSED	7/27/2020	Concentra Health Services, Inc. (2021)	ME	Disability Discrimination	Settlement
CLOSED	10/7/2020	Concentra Health Services, Inc. (7128)	CA	Disability Discrimination	Settlement
CLOSED	9/18/2020	Concentra Health Services, Inc. (0540)	CA	Disability Discrimination	Settlement
IN-SUIT	9/4/2020	Concentra Health Services, Inc. (0715)	CT	Worker's Compensation Retaliation	
CLOSED	10/15/2020	Concentra Health Services, Inc. (CA)	CA	Fair Employment & Housing Act	Settlement
CLOSED	4/27/2021	Concentra Health Services, Inc. (0611)	CO	Disability Discrimination	No Activity
CLOSED	8/14/2019	Concentra Health Services, Inc. (4412)	TN	Disability Discrimination	MSJ Granted
CLOSED	2/24/2021	Concentra Health Services, Inc. (7183)	CA	Wrongful Termination Claim	Settlement
		Occupational Health Centers of California, A			
CLOSED	7/2/2021	Concentra Health Services, Inc. (0532)	CA	Multiple Title VII Discrimination	Settlement
CLOSED	11/19/2021	Concentra Health Services, Inc. (7159)	CA	Whistleblower/Retaliation	Settlement
CLOSED	5/6/2021	Concentra Health Services, Inc. (7179)	CA	Wrongful Termination Claim	No Activity
CLOSED	7/1/2019	Concentra Health Services, Inc. (7171)	CA	Fair Employment & Housing Act	Settlement
		Occupational Health Centers of California, A			
CLOSED	10/28/2020	Concentra Health Services, Inc. (0531)	CA	FMLA	Settlement
		Occupational Health Centers of California, A			
CLOSED	3/1/2020	Concentra Health Services, Inc. (7167)	CA	Multiple Title VII Discrimination	Settlement

CLOSED	7/31/2020	Occupational Health Centers of California, A Concentra Health Services, Inc. (7152)	CA	Race Discrimination	Settlement
CLOSED	4/16/2021	Occupational Health Centers of California, A Concentra Health Services, Inc. (0543)	CA	Disability Discrimination	No Activity
CLOSED	12/7/2020	Concentra Health Services, Inc. (7177)	CA	Disability Discrimination	Statute of Limitation Ran
CLOSED	10/14/2020	Concentra Health Services, Inc. (7117)	CA	Disability Discrimination	Settlement
CLOSED	11/23/2020	Occupational Health Centers of California, A Concentra Health Services, Inc. (7406)	CA	Worker's Compensation Retaliation	Settlement
IN-SUIT	7/1/2022	Concentra Health Services, Inc. (7269)	NJ	Sexual Harrassment/Discrimination	
CLOSED	3/17/2022	Concentra Health Services, Inc. (0631)	CO	Disability Discrimination	No Activity
CLOSED	7/15/2022	Concentra Health Services, Inc. (7250)	IN	FMLA	Settlement
CLOSED	8/5/2022	Concentra Health Services, Inc. (7406)	CA	Race Discrimination	Settlement
CLOSED	10/8/2021	Concentra Health Services, Inc. (7189)	CA	Age Discrimination	Settlement
CLOSED	10/12/2021	Occupational Health Centers of California, A Concentra Health Services, Inc. (7181)	CA	Disability Discrimination	Settlement
THREAT	9/20/2022	Concentra Health Services, Inc. (7406)	CA	Fair Employment & Housing Act	
CLOSED	1/16/2023	Concentra Health Services, Inc. (4452)	TN	Whistleblower/Retaliation	Settlement
CLOSED	3/22/2023	Concentra Health Services, Inc. (7120)	CA	Wrongful Termination Claim	Settlement
IN-SUIT	11/29/2022	Concentra Health Services, Inc. (7175)	CA	Fair Employment & Housing Act	
CLOSED	2/1/2023	Concentra Health Services, Inc. (7177)	CA	Pregnancy Discrimination	Settlement
THREAT	7/11/2023	Concentra Health Services, Inc. (7143)	CA	Sexual Harrassment/Discrimination	
IN-SUIT	5/2/2023	Concentra Health Services, Inc. (7415)	CA	Sexual Harrassment/Discrimination	
CLOSED	2/1/2018	Concentra Health Services, Inc. (7147)	CA	FMLA	Settlement
THREAT	2/16/2023	Concentra Health Services, Inc. (7148)	CA	Fair Employment & Housing Act	
CLOSED	3/15/2023	Concentra Health Services, Inc. (0531)	CA	Pregnancy Discrimination	Settlement
CLOSED	3/31/2023	Concentra Health Services, Inc. (7144)	CA	Disability Discrimination	Settlement
CLOSED	8/4/2023	Concentra Health Services, Inc. (7180)	CA	Fair Employment & Housing Act	Settlement
CLOSED	2/1/2018	Concentra Health Services, Inc. (7190)	CA	Fair Employment & Housing Act	Settlement
CLOSED	6/16/2023	Occupational Health Centers of California, A Concentra Health Services, Inc. (0551)	CA	Worker's Compensation Retaliation	Mutual Agreement to Settle
CLOSED	2/8/2023	Concentra Health Services, Inc. (7137)	CA	Fair Employment & Housing Act	Settlement
IN-SUIT	8/25/2023	Concentra Health Services, Inc. (2249)	MA	FMLA	
CLOSED	10/31/2023	Concentra Health Services, Inc. (7175)	CA	Disability Discrimination	Settlement
CLOSED	9/26/2023	Occupational Health Centers of California, A Concentra Health Services, Inc. (7167)	CA	Fair Employment & Housing Act	Settlement
IN-SUIT	5/31/2023	Occupational Health Centers of California, A Concentra Health Services, Inc. (0546)	CA	Fair Employment & Housing Act	
THREAT	1/30/2024	Concentra Health Services, Inc. (7189)	CA	Fair Employment & Housing Act	
IN-SUIT	6/17/2024	Occupational Health Centers of California, A	CA	Disability Discrimination	
THREAT	6/7/2024	Concentra Health Services, Inc. (7175)	CA	Wrongful Termination Claim	
THREAT	1/27/2025	Concentra Health Services, Inc. (7190)	CA	Disability Discrimination	
IN-SUIT	3/31/2023	Concentra Health Services, Inc. (0579)	CA	Fair Employment & Housing Act	
		Occupational Health Centers of California, A			



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: Concentra Health Services, Inc.

ADA/DBA: N/A

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

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

Telephone Number: Contact, Chris Studebaker: 843.576.9501 Fax Number: N/A

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: 3940 Fourth Avenue

City: San Diego County: San Diego State: CA Zip: 92103-3119

Telephone Number: 619.297.9610 Fax Number: N/A Email: Contact: chris_studebaker@concentra.com

Type of Business: Healthcare Type of License: N/A

The Company has appointed: Deidre DeBruin

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; 1200W, Addison, TX 75001

Telephone Number: 972.725.6905 Fax Number: N/A Email: deidre.green@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 Concentra Health Services, Inc.

(Firm Name)

Addison, Texas hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 8 day of March, 2024

DocuSigned by:

Mike Rhine

03C65E7A36BF425 (Authorized Signature)

Mike Rhine

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: **Concentra Health Services, Inc.**DATE: **03-08-24**OFFICE(S) or BRANCH(ES): **Onsite Health**COUNTY: **San Diego Area**

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

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		1	3	4		1					1	2	1	
Professional														
A&E, Science, Computer														
Technical	3	4	15	69	3	10	1	3			3	15	3	4
Sales														
Administrative Support				10		2						3		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column	3	5	18	83	3	13	1	3			4	20	4	4
--------------------	---	---	----	----	---	----	---	---	--	--	---	----	---	---

Grand Total All Employees

161

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

Disabled	0													
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3NAME OF FIRM: Concentra Health Services, Inc.DATE: 03-08-24OFFICE(S) or BRANCH(ES): Onsite Health

COUNTY: _____

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

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														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	0													
--------------------	---	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees	0
---------------------------	---

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

Disabled	0													
----------	---	--	--	--	--	--	--	--	--	--	--	--	--	--



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