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AGREEMENT FOR
OCCUPATIONAL AND MEDICAL HEALTH SERVICES
AND LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER

RFP No. 14-07

This Agreement for Occupational Health and Medical Health Services and License and Use Agreement for Glendale Regional Health Center ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and STRENGTH TRAINING, INC. ("STI" or "Contractor"), an Arizona Corporation, as of the 27 day of January, 2015 ("Effective Date").

RECITALS

A. City operates the Glendale Regional Public Safety Training Center ("GRPSTC") located at 11550 West Glendale Avenue, which includes approximately 6,000 square feet of space for operation of the Glendale Regional Health Center ("Health Center" or "Premises") under the direction of the Glendale Fire Department and Human Resources & Risk Management Department. The space is depicted on **Map A** ("GRPSTC") **and Map B** ("Health Center Floor Plan"), which are attached hereto and incorporated by this reference; and

B. City seeks to obtain occupational health and medical health services, urgent and wellness care, as described in **Exhibit A,** Request For Proposal 14-07 ("RFP") and Contractor Response ("collectively Occupational Health and Medical Services" or "Project"), attached hereto and incorporated by this reference, at the Health Center for City employees, personnel of any public safety agency in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and any other public entities in the state of Arizona; and

C. STI will be qualified and able to provide Occupational Health and Medical Services no later than May 1, 2015 and City desires to utilize STI to provide Services no later than May 1, 2015; and

D. City and STI desire for STI to use the Premises to provide Occupational Health and Medical Services; and

E. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Purpose.

1.1 The Health Center is intended to provide occupational medical services, health and wellness medical services and programs, first aid treatment, pre-hire physical examinations, annual physical evaluations and examinations, functional capacity evaluations, hearing and vision testing, respiratory evaluations, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services, sick care and urgent care services, as applicable, to City employees, and personnel of any public safety agency in the State of Arizona, including personnel of other cities, towns, fire district and/or tribal jurisdiction (collectively "Public Agencies").

1.2 The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

1.3 Consistent with the Initiative, the purpose of this Agreement is to help ensure that public safety personnel receive certain health care services and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced by firefighters and police officers throughout their careers.

1.4 When employees are injured they are referred to the Health Center for first aid treatment, initial visit for industrial injuries and follow-up, and when necessary, referrals to specialists.

1.5 The Health Clinic provides access to medical health services, including sick care, urgent care and occupational health, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services at the Health Center in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

1A. **Conditions Precedent**.

1A.1 Capable and Qualified. The City's obligations under this contract, including but not limited to licensing the use of the Premises and utilizing STI to provide services set forth in this Agreement, including but not limited to services described in Section 4, "Services by Contractor," are expressly made contingent upon STI being capable and qualified to perform all obligations under this Agreement no later than May 1, 2015 or such earlier date as the City and STI agree to in writing ("Operational Date"). For purposes of this section, "capable and qualified to perform its obligations under this Agreement," means that STI and its employees and subcontractors have obtained all licenses, credentials, certifications, etc. necessary to perform services described in Section 4, including but not limited to licensing required by the Arizona Department of Health Services, and that Contractor Personnel have received final approval or acceptance by the City pursuant to Section 4.5.d, below.

1A.2 Agreement Void or Terminated. STI and the City agree that in the event STI is not capable and qualified to perform all obligations under this Agreement by the Operational Date, this Agreement is void ab initio and/or automatically terminated and the parties have no obligations whatsoever under this Agreement. The Operational Date may, in the City's sole discretion, be extended if the City determines it is in its best interest.

2. **Facility License and Use Fee**.

2.1 Subject to Contractor being capable and qualified to perform its obligations under this Agreement, the City hereby licenses to Contractor the Premises consisting of approximately 6,000 square feet as depicted on **Map B** for the Term set forth in this Agreement for payment of a Use Fee equal to Seven Thousand Five Hundred Dollars ($7,500.00) per month payable on a quarterly basis on the first day of the first month following the previous quarter's (or part of a quarter"s) use of the Premises. For example, fees of $22,500 for each quarter will be due on the following schedule:

Jan. 1 – March 31 – Due April 1

April 1 – June 30 – due July 1

July 1 – September 30 – due October 1

October 1-December 31 – due January 1

Fees for a partial month's use of the Premises shall be pro-rated at the rate of $250.00 per day.

Contractor shall remit its first payment to City on July 1, 2015 for STI's use of the Premises through June 30, 2015 and on the first day of the first month of each quarter thereafter in accordance with the schedule outlined above to the following address:

Customer Service
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

If Contractor fails to pay any monthly fee in full on or before the 5th (fifth) day following the due date, the unpaid amount will accrue interest at a rate of 18% per annum or the statutory rate, whichever is less, from the due date until payment is made in full. The City's acceptance of any

monies from Contractor is not an admission of the sufficiency of the amount of the payment, and the City reserves all legal rights to question the accuracy of Contractor's payments.

2.2 Effective Date & Duration. The License commences upon the Operational Date and continues for a time period consistent with the Term identified below, including any extensions or renewals.

2.3 Use Restrictions. Contractor is granted the right during any Term to occupy and use the Premises only to provide Occupational Health and Medical Services pursuant to this Agreement. Contractor shall not use or permit others to use the Premises for any purposes other than as expressly permitted herein.

2.4 No Warranties by City. City licenses the Premises to Contractor in its current condition, "as is," with no representation or warranty by the City as to the quality, condition or suitability of use, and without any liability or obligation on the part of the City of making any alterations, improvements or repairs of any kind on or about the Premises.

2.5 Maintenance and Repair. During the Term, Contractor at it sole cost and expense shall keep and maintain the Premises in a neat, clean condition, clear of all obstructions or refuse of any kind

2.6 Alterations and Modifications. Contractor shall not make any alterations or modifications to the Premises without the prior written consent of the City. All City-approved alterations and modifications shall be (i) performed and completed in a good, workmanlike manner at the sole cost and expense of Licensee; (ii) completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) shall become a part of the Property, and any title shall vest in and be retained by City. Contractor shall, at its sole expense, construct all improvements in compliance with the Americans with Disabilities Act (ADA), as amended from time to time, including City amendments.

2.7 Right of Access/Inspection. The City reserves the right to control and manage the GRPSTC, including the Premises, and to enforce all necessary and proper rules for its management and operation. Contractor agrees to permit and escort authorized City employees or agents to enter the Premises, with the exception of any HIPAA protected areas or areas containing medical records or any other information protected by law ("Protected Areas"). If access is needed into Protected Areas for cleaning, repairs, etc., advance notice will be given to the Contractor to allow Contractor to secure all patient charts and other confidential records in the locking storage cabinets. A member of the Contractor's staff must remain present with the City employee or agent until work is completed.

2.8 City Obligations.

a. City shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. City shall provide general house lighting, heating, air conditioning, water, sanitation, custodial service and certain furniture, fixtures and equipment as described on **Exhibit B** ("Equipment"). City is not obligated to provide computers or copiers. The City will provide annual fire inspections per the Arizona Department of Health Service requirements.

b. Security. The City assumes no obligation to provide security for the Premises, other than the security personnel in place for the GRPSTC. Any additional security or other protective service desired by the Contractor other than normal security provided by City for the GRPSTC facility, must be arranged for by special agreement with the City and the Contractor is responsible for all costs connected with any additional services.

c. Property Liability. The City assumes no responsibility whatsoever and has no obligation to reimburse the Contractor for any property, fixtures, equipment or other personal property placed by the Contractor in the Health Center. The Contractor expressly releases and discharges the City from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Health Center under the Agreement.

d. The City assumes no responsibility for personal items, equipment or other items that remain in the Premises after the expiration of the Agreement.

2.9 The Contractor is responsible for all damage, except normal wear and tear, to the Health Center facilities that occur in connection with Contractor's services pursuant to this Agreement, including but not limited to those caused by Contractor and its employees, agents, sub-contractors, invitees, and guests. The Contractor shall take all precautions to maintain the Premises in good repair and restore and return the Premises back to the City upon termination of the Agreement in as good condition as it was provided to the Contractor, ordinary wear excepted. If the Contractor does not maintain the Premises as required by the Agreement, the City may do all things necessary to restore the Premises to the prior condition with all costs being charged to the Contractor. The Contractor shall purchase replacement integrated equipment (chairs, tables, general house lighting, etc.) when the Contractor is responsible for damage as stated 2.9. This does not include the major medical equipment the City will maintain as listed in section 3.1 below.

3. Medical Equipment.

3.1 City shall provide medical equipment described on **Exhibit B** ("Equipment"), including a Spirometer for testing lung capacity, a hearing test booth, a Titmus vision test machine, digital x-ray machine, two treadmills with stress test equipment and EKG machines. The City will provide annual preventative maintenance on the two treadmills with stress test equipment and EKG machine, the Spirometer, and the x-ray machine, along with annual calibration of the Spirometer and hearing booth. Calibration information will be provided to the Contractor for their records. Blood samples may be sent to the Contractor's contracted medical laboratory for analysis and x-rays may be sent to an outside radiologist for interpretation.

3.2. The Contractor is responsible for the control, operation and use of all medical Equipment described on Exhibit B ("Equipment"). All damage, except normal wear and tear, to the Equipment that occurs in connection with Contractor's operation and/or use when providing services pursuant to this Agreement, including but not limited to those caused by Contractor and its employees, agents, sub-contractors, invitees, and guests shall be the sole responsibility of the Contractor. The Contractor shall fully indemnify the City for any claims that arise due to its operation and/or use of the equipment as described in Section 11.3 Indemnification. It shall be the Contractor's sole responsibility to notify the City when any Equipment malfunctions or is in need of repair. While the equipment is under the control, operation and use of the Contractor and its employees, agents, sub-contractors, invitees, and guests, Contractor shall take all precautions to maintain the Equipment in good repair and return the Equipment back to the City upon termination of the Agreement. in as good condition as it was provided to the Contractor, normal wear and tear excepted. If the Contractor damages theEquipment the City may do all things necessary to restore the Equipment to the prior condition, including if necessary replacement of the Equipment, with all costs being charged to the Contractor.

The Contractor shall provide all durable medical supplies or equipment (BP cuffs, stethoscopes, glucose meters, calipers, body fat analyzers, lab equipment and other minor medical equipment) as needed. The City has no obligation to reimburse the Contractor for loss of or damage to their durable medical supplies, equipment or other personal property. The Contractor may insure such supplies, equipment or other personal property as needed.

4. Services by Contractor.

4.1 Contractor shall provide all services in a timely and efficient manner consistent with RFP requirements and Administrative Procedures, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement. The services listed in Section 4.3, Medical Exams, are the minimum services Contractor must provide. The parties may amend, change, add or remove services, as may be mutually-agreed to in writing by the parties.

4.2 Hours of Operation. The Contractor shall maintain Health Center hours of operation as follows: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

4.3 Medical Exams.

a. **Firefighters (includes new firefighter pre-employment).** Contractor shall provide comprehensive medical examinations that shall include at least the following:

(1) Health Survey

(2) Physical examination

(3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C

(4) PSA for males .40 years of age

(5) Urine dipstick with reflux urinalysis

(6) Spirometry

(7) Hearing evaluation (done in an ANSI-approved soundproof booth)

(8) Visual acuity evaluation

(9) Body fat assessment (using calipers or analyzer) and body weight

(6) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated

(10) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)

(11) Functional movement screening

(12) Review of immunization history

(13) Up to 30 minute consult with physician or physician to discuss physical examination and health survey

(14) TB skin test (optional; additional cost would apply)

(15) Tiered Medical Evaluation (optional)

b. **Non-sworn EMS personnel and retirees.** Public Fire Departments, Fire Districts and/or Tribal Jurisdictions may offer annual physicals to their non-sworn EMS personnel and/or retired firefighters Contractor shall provide the same services as for firefighters, as listed in 4.3.a above, with the following exception:

(1) No Functional Movement Screening

(2) No Stress Test – Resting EKG Only

(3) No Chest X-ray

c. **Glendale Police Officer Pre-employment Physicals.** For Glendale police pre-employment physicals, Contractor shall provide the same services as for firefighters, as listed in 4.3.a, above, with the following exception:

(1) No Functional Movement Screening

d. **SWAT/Bomb/Clandestine Drug Lab.** Police agencies may send their specialty officers for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations and Contractor shall provide the same services as for firefighters, as listed above in 4.3.a., with the following exceptions:

(1) No Functional Movement Screening

e. **Glendale Police Officer Wellness Exam.** Exams shall be provided consistent with Memorandum of Understanding between City of Glendale and the Glendale Police Officer's Coalition (GPOC).

f. **CDL/DOT physicals.** Contractor shall provide all CDL required drivers medical exams for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.

g. **New employee physicals (non-public safety).** Contractor shall provide the City's new employee hires, which have a lifting requirement as part of the essential function of their job, a pre-employment physical.

h. **Drug/Alcohol Screening.** The City of Glendale's Drug and Alcohol Policy was established to comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801), Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655). In accordance with the DOT -FMCSA and the DOT-FTA mandates, and for NON-DOT, safety-sensitive employees and other covered personnel in order to maintain a drug free work environment, the Contractor will conduct the following categories of tests: Contractor agrees to provide additional testing that may be required as specified in the governing Memorandum of Understanding for represented employees or Arizona Peace Officer Standards and Training Board (AZPOST) in accordance with the Arizona Administrative Code, Title 13, Public Safety.

   a. Pre-employment

   b. Random

   c. Reasonable suspicion

   d. Post-accident

   e. Return to duty

   f. Follow up

   The Breath Alcohol Test (BAT) shall be administered in accordance with state and federal regulations for DOT Drug and Alcohol Testing Rule- FMCSA and DOT- FTA, for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized).

   The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

   a. Marijuana

   b. Cocaine

   c. Opiates

   d. Phencyclidine (PCP)

   e. Amphetamines

   Contractor will be responsible for randomizing the selection of all City employees' random drug and alcohol testing.

i. **Hearing Conservation and Review of Respiratory Questionnaire**
Contractor will perform annual audiograms for City personnel in the Hearing Conservation Program. Contractor will also provide annual review of the OSHA respiratory questionnaires for all City employees. Contractor will verify that the employee is medically cleared to wear a respirator or, if not medically cleared, Contractor will provide further testing to establish the need to seek specialist care or establish clearance through the additional testing. Contractor will be required to work with and provide City certain testing information results. For City Police Department personnel, results shall be provided to the Glendale Police Department Safety Officer for both hearing and respiratory testing. The Contractor will be required to work with and provide hearing test results to the Glendale Human Resources and Risk Management Department for non-Police personnel.

j. **Functional Capacity Evaluations (FCE)**. Contractor shall perform FCE utilizing an in-depth questionnaire to determine other conditions and specific limitations City employee may have, whether directly or indirectly related to the employee's job duties. Contractor shall conduct the FCE utilizing real and simulated workstations to evaluate the abilities of the employee. Prior to conducting a FCE, Contractor shall review the Job Duties Assessment form relating to the employee's position and medical records, if applicable. Contractor shall provide City a detailed report with 5 days of completion of the FCE based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.

k. **Post Exposure Prophylaxis (PEP)**

1. Contractor will provide a 24-hour hotline for exposed City personnel and employees of other public safety agencies that request such services. This hotline will provide the exposed person with initial counseling and treatment options based on the significance of the exposure.

2. Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed person and provide follow-up testing within established guidelines.

3. Contractor will communicate with the Glendale Police Department Safety Officer, Glendale Fire Department Infectious Disease Control Officers, and the Human Resources & Risk Management Department during the post-exposure process. This may include providing test results of source patient.

l. **Urgent Care and Preventive Care**

1. No later than July 1, 2016, Contractor will provide an on-site Urgent Care/Preventive Care Clinic for City employees at the Health Center. Examples of services Contractor shall provide include: sickness care, acute walk-in care; immunization and injections (preventative); basic labs and other tests; and dispensing/prescribing pharmaceuticals (generic if available). At the City's discretion and with the approval of Contractor, Contractor and the City Manager or designee may provide these services to employees of other public entities.

m. **Heart Fit for Duty**

1. Contractor shall provide the Heart Fit for Duty Program ("Program") at the Health Center no later than July 1, 2015, unless otherwise agreed to in writing by the parties. Program is a wellness program operated by Heart Fit for Duty, LLC ("HFFD"), which specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk

individuals. Program partners with primary care and specialty practitioners by providing additional education and screening resources beyond the minimum standard of care in five major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. Contractor agrees to contract with HFFD to provide their wellness services at the Health Center. The terms will be negotiated between the Contractor and HFFD and Contractor shall not be entitled to any compensation from City in connection with providing the HFFD Program. For purposes of this Agreement, HFFD is a sub-contractor of Contractor for which Contractor is responsible.

n. **Additions of Service**

Additional services may be requested by the City from time to time. Contractor will, upon request, submit a negotiable quotation for the additions. Upon written approval by the City, which approval may require City Council approval, Contractor shall provide such additional service(s).

4.4 Scheduling

a. Contractor shall establish a mutually-agreeable scheduling system for all annual physicals and other services required under this Agreement, which shall comply with requirements of Administrative Procedures. Contractor is responsible for working directly with City and any other participating agency. If the schedule is full during a specific time, the Contractor will need to provide sufficient resources for flexibility for priority services, including but not limited to occupational injuries and drug and alcohol testing, which may be required to be completed during a specific timeframe. Failure to meet schedule requirements will result in penalties set forth in the Administrative Procedures.

4.5 Staffing

a. The Contractor will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. The Contractor will provide excellent customer service and knowledgeable caring staff which is vital to the existence of the Health Center.

b. Contractor will provide and manage medical and administrative personnel to provide all services and to meet all obligations under this Agreement, including but not limited to Medical Services, Urgent Care, Occupational Health Medical Services and associated administrative support at the Health Center. Administrative, supervision, and financial responsibility for all medical staff, including contractors and sub-contractors, will be the sole responsibility of Contractor. The Contactor must be able to provide adequate staffing to meet the current and future needs of the Health Center as determined by workload. Contractor's management responsibility includes, but is not limited to, hiring or otherwise retaining, supervising, disciplining, firing, compensating and/or providing benefits, and other personnel-related matters with respect to the staff, including medical staff, vendors, contractors and sub-contractors.

c. The City and Contractor agree that the Health Center may be staffed, at a minimum, as set forth on **Exhibit C** ("Staffing"), with a combination of full time and part time professionals as necessary to timely and proficiently provide the services required by this Agreement, , and that the staffing levels shall be adjusted from time to time as needed to accomplish the Health Center's purpose and the scope of work in a manner that is timely and meets the standard of care for such services. At the Operational Date and as a minimum, Contractor shall provide the staff as set forth on **Exhibit C** ("Staffing").

d. City shall have the right to review Contractor's staff, including any employee, independent contractor, or subcontractor employed or contracted by the Contactor to provide services under this Agreement (collectively "Contractor Personnel"). The City shall have final authority to determine whether any Contractor Personnel is permitted to provide services.

If the City objects to any Contractor Personnel, then the Contactor shall, upon notice from the City, remove any such individual from performance of services and provide a replacement who meets the qualifications as set forth in RFP 14-07. The City shall have final approval of the replacement staff member.

The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contactor to provide services as the medical director. The City shall have final authority to accept or object the chosen medical director.

The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement and possess all education and certifications required by any regulatory agency to provide services or perform any obligations under this Agreement.

4.6 **Supplies and Waste Disposal.** Contractor is responsible for the cost and procurement of medical consumables and supplies to perform the services and other obligations under this Agreement. Contractor is also responsible for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

4.7 **Payment for Services and Billing.** Contractor is responsible for the payment of any and all compensation and fees to employees, contractors and sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered, including deductibles and co-pays, as more fully set forth in Section 7, below. Contractor will also be responsible for accounting, managing and disbursing funds as detailed in herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. All services will be billed in accordance with the agreed upon fee schedule and agreed upon Administrative Procedures.

4.8 **Medical Records and Information.** The Contractor is responsible for computers utilized to perform its obligations under this Agreement and will establish a secure network. Contractor agrees to maintain data, reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Any associated costs will be the responsibility of the Contractor. Contractor is responsible for records management, data entry and medical transcriptions. Medical transcriptions must be completed and provided to the City within 24 hours after the visit by the employee. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all laws, rules and regulations, including HIPAA and protection of personal information. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that "personal identifying information or protected health information" contained in records or obtained from the City or from others shall not be used by or disclosed to any unauthorized persons. Contractor also agrees that any "personal identifying information or protected health information" shall not be disclosed other than to employees or officers of STI as needed for performance of duties under the Agreement. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines. All employees, Contractors and Sub-contractors are required to sign a confidentiality agreement, See **Exhibit D**, which is to be maintained by Contractor.

4.9 **Exposure Control Database**. Contractor will track toxic exposure information and integrate this information with annual examinations and other medical records creating a comprehensive database and case management system.

4.10 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors, including medical providers, having substantial experience with the successful furnishing of medical and other services that are equivalent in size, scope, quality, and other criteria as those required from Contractor in this Agreement.

4.11 **Licensing. Contractor warrants that:**

a. Contractor and any employees and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services required under this Agreement ("Approvals"); and

b. Neither Contractor nor any employee or Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify the City in writing within two working days if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

c. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing services under this Agreement.

4.10 **Compliance.** Contractor shall furnish services in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

5. Sub-contractors.

5.1 Contractor may engage specific professional, medical, and technical contractors (each a "Sub-contractor") to furnish certain Project services or functions.

5.2 Contractor will remain fully responsible for Sub-contractor's services.

5.3 Sub-contractors must be approved in advance by the City.

5.4 Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards, including by not limited to insurance, as set forth in this Agreement.

6. Independent Contractor.

6.1 Contractor is the City's independent contractor, not the City's employee, agent, joint venture, or partner. Contractor's employees and subcontractors are under Contractor's exclusive direction and control.

6.2 Liens. Contractor shall hold City harmless from any claims for supplying labor or materials to Contractor in the performance of work required under this Agreement.

7. Billings and Payment.

7.1 Contractor is solely responsible for billing each participating entity or person for services Contractor provides at the Health Center. Contractor shall, and is solely responsible for, collecting applicable co-payments and uncovered costs from each person receiving services from Contractor.

7.2 Contractor is solely responsible for making payments to its employees, contractors, sub-contractors and vendors for all services, administrative support, supplies or materials rendered or utilized according to the terms of this Agreement.

7.3 For services provided to non-City employees, the Contractor will bill and collect the fees for services performed from the participating entity.

7.4 Contractor will charge fees and costs in accordance with RFP 14-07 Price Sheet and Clarifying Response, see **Exhibit E**. Fees or costs for tests and/or services other than those identified in RFP 14-07 may be charged as agreed to in writing by the City and Contractor. If Contractor has more than one fee arrangement, the least costly fee will be billed.

8. Fund Appropriation Contingency.

Contractor understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30, is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center.. Should the appropriation required for funding of the GRPSTC, Health Center or this Agreement not be made or not be made in full, the City may terminate this Agreement as of the close of any fiscal year during the term of this Agreement or at the time appropriation or funding for the necessary expenditures is not available.

9. Termination.

9.1 For Convenience. City or Contractor may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 90 days following the date of delivery.

a. Contractor will be equitably compensated for services furnished to City pursuant to this Agreement prior to receipt of the termination notice.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

9.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for services furnished to the City, City will pay the amount due to Contractor, less City's damages.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

10. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

11. Insurance.

11.1 Requirements. Contractor and any and all Sub-contractors must obtain and maintain the following insurance for the duration of the Agreement ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or services or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until all obligations under this Agreement are completed.

b. Commercial General Liability. Contractor and Subcontractor must at all times carry commercial general liability on an occurrence basis with limits of at least $5,000,000 per occurrence and $5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury and Fire damage legal liability with limits at least $500,000 with coverage as broad as ISO Form CG 00 01.

c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. Contractor and Sub-contractors shall provide workers' compensation insurance as required by State of Arizona with statutory limits and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury and disease.

e. Professional Liability (including medical malpractice and errors and omissions) insurance for liability arising out of, or in connection with the performance of all required services under this Agreement with limits no less than $5,000,000 per occurrence and $5,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of two years after contract termination.

f. If Contractor or Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

g.. Notice of Changes. Contractor and Sub-contractor must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Contractor's or Sub-contractor's Policies.

h. Waiver of Subrogation. Contractor and Sub-contractor hereby grant to City a waiver of any right to subrogation which any insurer of said Contractor or Sub-contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor and Sub-contractor agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

i. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

j. *Other Contractors or Vendors.*

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance). Contractor shall require and verify that all Sub-contractors maintain insurance meeting all the requirements stated herein.

k. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.

i. The Contractors and Sub-contractors insurance coverage must be primary. Any insurance or self-insurance policies or programs maintained by City shall be excess of Contractor's or Sub-contractor's insurance and shall not contribute to it.

j. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

11.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub contractors must provide to the City proof of the Required Insurance whenever requested.

11.3 Indemnification.

a. Contractor shall indemnity, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Laws or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Contractor from any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.

b. Contractor is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

12. Performance Surety Requirements.

The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

The Contractor shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of *25* percent of the contract amount for the Initial Term guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the Performance Bond form, see **Exhibit F** provided by the City. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

13. Media Releases and Relations

Contractor agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO") and Human Resources & Risk Management Department ("HR"), with input from the Contractor. News releases pertaining to the Health Center or any part of the services provided pursuant to this Agreement shall not be made by Contractor without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Contractor. Contractor will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

14. Immigration Law Compliance.

14.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

14.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

14.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

14.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

14.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

14.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

14.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

15. Notices.

15.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

15.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

James ("Jim") Maher
c/o Strength Training, Inc.
17233 N. Holmes Blvd.
Phoenix, Arizona 85053
602-349-2545

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Fire Chief
6829 North 58th Drive
Glendale, Arizona 85301
623-930-4401

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

16. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

17. Entire Agreement; Survival; Counterparts; Signatures.

17.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

17.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

17.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

17.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties, unless otherwise provided herein. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

17.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

17.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

17.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

18. Term. The initial term of the contract shall be two (2) years upon approval by the City Council beginning on Effective Date. The City may, at its option and with the approval of the Contractor, extend the term of

this Agreement three (3) additional years in one (1) year increments based upon satisfactory Contractor and Sub-contractor performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract. Contractor will be notified in writing by the City Materials Manager of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will be reviewed only during the Agreement renewal period. There are no automatic renewals of this Agreement.

19. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with **Exhibit G**. The final determination will be made by the City.

20. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Request for Proposal 14-07, Contractor's Response
Exhibit B	Equipment
Exhibit C	Staffing
Exhibit D	Confidentiality Agreement
Exhibit E	Contractor Price Sheet and Clarifying Response
Exhibit F	Performance Bond Form
Exhibit G	Dispute Resolution
Map A	GRPSTC Layout
Map B	Health Center Floor Plan

The parties enter into this Agreement as of the effective date shown above.

[Signatures on Following Page]

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

STRENGTH TRAINING, INC.
an Arizona corporation

By: James ("Jim") Maher
Its: President

EXHIBIT A

Agreement for Occupational Health and Medical Services

REQUEST FOR PROPOSAL 14-07 AND CONTRACTOR'S RESPONSE

CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: **RFP 14-07**

DESCRIPTION: **MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER**

OFFER DUE DATE AND TIME: **MAY 8, 2014, AT 2:00 P.M. LOCAL TIME**

SUBMITTAL LOCATION:
City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.
For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
Phone: 623-930-2867
Email: vjackson@glendaleaz.com

1.0 INTRODUCTION – GLENDALE REGIONAL HEALTH CENTER

1.1 The city of Glendale invites sealed proposals for medical/occupational health services at the Glendale Health Center which operates out of the Glendale Regional Public Safety Training Center located at 11550 West Glendale Avenue.

1.2 The city of Glendale Fire Department and various other public safety agencies are parties to an existing automatic aid agreement through the Central Arizona Life Safety Council System. It is the responsibility of the other public safety agencies that utilize this contract to coordinate medical services directly with Contractor.

1.3 The city of Glendale is self-insured for the workers' compensation program. When employees are injured they are referred to the Glendale Health Center for first aid treatment, initial visit for industrial injuries and follow-up, and when necessary, referrals to specialists.

1.4 The city of Glendale seeks to provide access to medical health services, including urgent care and occupational health, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services at the Health Center for city of Glendale employees and public safety personnel of any automatic aid department, city township, district and/or tribal jurisdiction in the state of Arizona.

1.5 The Contractor must be able to provide such medical services, at the Health Center, to include the provision of medical staffing, i.e., physicians, nurses, physician assistants, physical therapists and technicians to provide: (DOT) and Arizona Peace Officer Standards and Training (AZ POST) drug and alcohol screening; hearing and vision testing; Commercial Driver's License (CDL)/(DOT) physicals in accordance with Federal Motor Carrier Safety Administration (FMCSA); pre-employment physical examinations in accordance with OSHA Regulations; annual physical health evaluations and other medical evaluations and examinations on City employees and potential employees; incumbent fire fighters in compliance with NFPA 1582 and OSHA 1910 – 134 Respiratory Protection and police officer in accordance with AZPOST requirements; and on-going rehabilitation and nutrition, health and fitness education.

1.6 Under the current system, medical staffing and support is provided through a contractual arrangement. The purpose of the RFP is to provide an opportunity for interested Contractors to submit proposals for the provision of these services, in addition to adding urgent care services, through a competitive process. The selected Contractor will be expected to begin providing service on or about

September 2, 2014 and the contract period will be for two (2) years with three (3) one-year renewal options, with the contract costs for option years to be negotiated, per the special terms and conditions as outlined herein.

1.7 The goal of the Health Center is to provide health and wellness medical services and programs to all Glendale employees and other city townships, districts and/or tribal jurisdiction in the state of Arizona

The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

Consistent with the Initiative, the purpose of this RFP is to help ensure that public safety personnel receive medical health care and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced by firefighters and police officers throughout their careers. The Health Center schedules annual physicals for field personnel usually by apparatus crew, so that all members working on a particular apparatus can be sent to the Health Center at the same time providing minimal disruption of service delivery. This approach also allows the physicals to be conducted while members are on-duty avoiding overtime costs. Fire physicals are currently scheduled Tuesdays through Thursdays from 8:00 a.m. to noon or 1:00 p.m. to 5:00 p.m. with four slots per 4 hour session.

1.8 The Glendale Health Center has been in operation since 2009, primarily providing annual medical examinations and fitness assessments for firefighters. In 2011, the Glendale Health Center started offering occupational medical services for all city of Glendale employees and any fire agency that wished to use the occupational medical services. In addition, the Health Center also started performing many of the services listed in 1.5 above.

1.9 **INDUSTRIAL INJURY PROGRAM** The Health Center also provides evaluation and treatment of industrial injuries for all city of Glendale employees as well as a few fire agencies. The Health Center medical staff treats patients with minor injuries and refers those with more serious injuries to appropriate specialists. City of Glendale Human Resources & Risk Management oversees the city of Glendale's Industrial Injury Program. The Health Center sees an average of 178 new city of Glendale employee injuries per year.

1.10 **CITY OF GLENDALE HEALTHCARE PROVIDER** The city of Glendale is currently self-insured for its medical benefits and is under an agreement to utilize the network of Blue Cross Blue Shield of Arizona (BCBSAZ). The successful proposer will enter into and maintain an agreement as a medical provider with BCBSAZ. Should the city of Glendale change networks, the successful proposer will enter into and maintain an agreement to be a medical provider with the city of Glendale's new healthcare network provider.

1.10.1 The city of Glendale's current wellness initiatives through BCBSAZ include the following:

1.10.1.1 Influenza Immunization for health plan and first responders.

1.10.1.2 Annual Health and Wellness Fair – wellness contactors and carriers provide information on their services and wellness classes are offered.

1.10.1.3 Health Risk Assessments and education

1.10.1.4 Wellness incentives for participation in the wellness programs are offered annually through a health insurance deduction discount.

1.10.1.5 Mobile on-site mammograms and prostrate screenings.

1.10.1.6 Wellness education sessions, both instructor-led and on-line.

1.10.2 The city of Glendale has approximately 1100 active employees insured through BCBSAZ. There are 2750 active employee dependents insured, under the BCBSAZ Plan with the City; 550 insured retirees, and 400 insured retiree dependents. Additionally, the City has approximately 2,423 total employees covered under the occupational health program; approximately 235 are Fire sworn employees, 380 are Police sworn employees, and 370 are CDL drivers.

1.10.3 Health expenditures and Cost per Insured by fiscal year:

	2009	**2010**	**2011**	**2012**
Health Expenditures	$19,500,000	$19,900,000	$19,600,000	$21,400,000
Number of Insured	5100	5000	4970	4940
Cost per Insured	$4100/year	$4300/year	$4500/year	$4800/year

Worker's Comp. cases (First Aid cases are not included)	191	172	191	176

1.11 **CURRENT STAFFING** A Glendale Fire Department Deputy Chief oversees the Health Center and works with the current provider to meet the needs of the Health Center's internal and external fire departments. To meet the needs of all city employees, the following services are overseen by Human Resources and Risk Management to ensure compliance with the city's programs:

1.11.1 Workers' Compensation
1.11.2 Drug and Alcohol
1.11.3 CDL Medical Certification
1.11.4 OSHA required vision and hearing testing
1.11.5 Pre-employment physicals

The current service contract includes two (2) part-time medical doctors (one serving as director), one full-time physician's assistant, one full-time registered nurse, one full-time certified radiology technician, one medical assistant and one patient care manager. All other services are provided through the current providers system outside of the Health Center. The medical doctor/director currently only works one day of the week and the other physician works 2 other days during the week. A combination of the current staffing works at the Health Center each day based on current workload need. If the services provided increases, it is expected that the Contractor will add additional day(s) depending on the need.

1.12 **FACILITY** The Health Center is operated out of approximately 6,000 square feet of space located in the Glendale Regional Public Safety Training Center at 11550 West Glendale Avenue as generally depicted on **Maps A and B**. The Health Center is open Monday-Friday from 7:30 a.m. to 5:00 p.m. and closed on all city of Glendale observed holidays. All services provided by the Contractor, or its subcontractors, shall occur during these hours of operation, unless otherwise agreed to in writing by the City.

1.13 **MEDICAL EQUIPMENT** The Health Center contains the facilities and testing equipment needed to conduct comprehensive medical examinations. The facility includes: patient waiting area; five exam rooms; specialized testing rooms; a minor trauma room; lab; patient medical records room; offices; work stations; break room and patient and staff restrooms. Major medical equipment includes a Spirometer for testing lung capacity, a hearing test booth, a Titmus vision test

machine, digital x-ray machine, two treadmills with stress test equipment and EKG machines. **See Exhibit A** ("Equipment"). Under the current contract blood samples are sent to the medical provider's contracted medical laboratory for analysis and x-rays are sent to an outside radiologist for interpretation.

1.14 **WORKLOAD** The fiscal year 2012-2013 workload for the Health Center is as follows:

1.14.1 Annual firefighter physicals: 680
1.14.2 Annual non-sworn/retiree physicals: 31
1.14.3 Annual police physicals: 34
1.14.4 CDL/DOT physicals: 168
1.14.5 New employee physicals: 46
1.14.6 Drug/alcohol screens: 211
1.14.7 Hearing conservation: 131
1.14.8 Industrial Injury Evaluations: 190
1.14.9 Industrial Injury Re-checks: 95
1.14.10 Exposure Incidents: 5

2.0 SCOPE OF SERVICES BY CONTRACTOR

2.1 The Contractor will provide all services necessary to assure they are completed timely and efficiently consistent with the proposal requirements, including, but not limited to, working in close interaction and interfacing with the City and its designated employees, and working closely with others, including other contractors or consultants, retained by the City.

2.2 **MEDICAL EXAMS**

2.2.1 **Firefighters (includes new firefighter pre-employment)** The physical examination currently used by the Glendale Health Center is comprehensive and includes the following elements:

2.2.1.1 Health Survey
2.2.1.2 Physical examination
2.2.1.3 Blood analysis consisting of CBC, Chem. 22, Hepatitis C and lipid panel
2.2.1.4 PSA for males >40 years of age.
2.2.1.5 Urine dipstick with reflux urinalysis
2.2.1.6 Spirometry
2.2.1.7 Hearing evaluation (in an ANSI-approved soundproof booth)
2.2.1.8 Visual acuity evaluation
2.2.1.9 Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated.
2.2.1.10 Chest x-ray (every 5 years or annually if TB positive or new hire or as indicated by clinical conditions)
2.2.1.11 Functional Movement Screening
2.2.1.12 Body fat assessment and body weight
2.2.1.13 Review of immunization history
2.2.1.14 Up to a 30 minute consult with physician to discuss physical examination and health survey.
2.2.1.15 TB skin test
2.2.1.16 Tiered Medical Evaluation (optional)

2.2.2 **Non-sworn EMS personnel and retirees** Some fire departments may offer annual physicals to their non-sworn personnel and/or retired firefighters. The above elements are offered except:

2.2.2.1 No stress test – resting EKG only
2.2.2.2 No chest x-ray
2.2.2.3 No Functional Movement Screening
2.2.2.4 No TB skin test

2.2.3 **SWAT/Bomb/Clan lab/new officer pre-employment physicals for police** Currently Glendale, Peoria and Goodyear Police Departments send their specialty officers in for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations. The above physical elements listed in 2.2.1 above are performed with the only exceptions:

2.2.3.1 No Functional Movement Screening
2.2.3.2 No TB skin test
2.2.3.3 New hire officers will get a chest x-ray

2.2.4 **CDL/DOT physicals** The city of Glendale sends all CDL required drivers to the clinic for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.

2.2.5 **New employee physicals (non-public safety)** The city of Glendale sends its new employee hires, which have a lifting requirement as part of the essential function of their job, to the clinic for a pre-employment physical.

2.3 DRUG/ALCOHOL SCREENING

The City of Glendale's Drug and Alcohol Policy was established to comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801), Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655).
In accordance with the DOT -FMCSA and the DOT-FTA mandates, and for NON-DOT, safety-sensitive employees and other covered personnel in order to maintain a drug free work environment, the City will conduct the following categories of tests:

a. Pre-employment
b. Random
c. Reasonable suspicion
d. Post-accident
e. Return to duty
f. Follow up

The Breath Alcohol Test (BAT) shall be administered in accordance with federal regulations for DOT- FMCSA and DOT- FTA for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized)

The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

a. Marijuana

b. Cocaine

c. Opiates

d. Phencyclidine (PCP)

e. Amphetamines

Contractor will be responsible for randomizing the selection of all city of Glendale employees' drug and alcohol testing.

2.4 HEARING CONSERVATION AND REVIEW OF RESPIRATORY QUESTIONNAIRE)

The medical provider will perform annual audiograms for Glendale personnel in the Hearing Conservation Program. They will also provide annual review of the OSHA respiratory questionnaires for all city of Glendale employees. The provider will sign off the employee is medically cleared to wear a respirator or, if not medically cleared, they will provide further testing to establish the need to seek specialist care or establish clearance through the additional testing. The medical provider will be required to work with and provide the Police personnel testing information results to the Glendale Police Department Safety Officer for both hearing and respiratory testing. The medical provider will be required to work with and provide hearing testing results to the Glendale Human Resources and Risk Management for non-Police personnel

2.5 FUNCTIONAL CAPACITY EVALUATIONS (FCE)

The FCE should consist of the use of an in-depth questionnaire and is used to determine other conditions and specific limitations the employee may have, whether directly or indirectly related to the employee's job duties and utilizes real and simulated workstations to evaluate the abilities of the employee. If an FCE is to be conducted, the city of Glendale would want the agency to review our Job Duties Assessment form on the employee's position, review medical records if applicable, and provide the city of Glendale with a detailed report based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.

Other public safety agencies, that currently use the Health Center, may have the same requirements. The selected contactor will need to work with each agency

based on their need and requirements. Some agencies may also require a fitness for duty or return to duty evaluation.

2.6 POST EXPOSURE PROPHYLAXIS (PEP)

The Contractor will need to provide a 24 hour hotline for exposed city of Glendale personnel; this may also include public safety agencies other than city of Glendale personnel. This hotline would provide the exposed employee with initial counseling and treatment options based on the significance of the exposure.

The Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed employee and provide follow-up testing within the established guidelines.

The Glendale Police Department Safety Officer and Glendale Fire Department Infectious Disease Control Officers require the medical provider to communicate with them during the post exposure process. This may include providing test results of source patient. After a city of Glendale employee has a confirmed exposure, Human Resources & Risk Management shall also be notified.

The police and fire department's would like to pursue the possibility of the medical provider providing an Infectious Control Officer (ICO) to manage current and future public safety entities that use the Health Center. This would be a 24/7/365 on-call person. Some fire agencies currently use the Phoenix Fire Department to manage their exposures. These agencies are charged for the service. Other agencies may have an internal ICO and manage their own personnel.

2.7 URGENT CARE AND PREVENTIVE CARE

The city of Glendale has a proactive Wellness Program and would like to expand its efforts to include an on-site Urgent Care/Preventive Care Clinic at the Glendale Health Center. This would enable employees to require less time off work when seeking medical attention. The primary focus will be on wellness and health preservation, prevention and control of disease. Examples of services the City would like offered: acute walk-in care; immunization and injections (preventative); run basic labs; and dispensing/prescribing generic pharmaceuticals.

2.8 Heart Fit for Duty™

The Heart Fit for Duty (HFFD) Program specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk individuals. HFFD program partners with primary care and specialty practitioners by providing additional education and screening

resources beyond the standard of care in 5 major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. Due to the increased risk of heart-related injury or death for public safety personnel, it is requested that the selected Contractor allow HFFD to provide their services within the Health Center. The terms will be negotiated between the Contractor and Heart Fit for Duty.

2.9 SCHEDULING

The Contractor will be responsible for setting up a scheduling system for all services listed above. Staff will be responsible for working directly with city of Glendale and each agency. Currently scheduling is done through a Microsoft Outlook calendar. If the schedule is full during a specific time, the Contractor will need to allow for flexibility in order to schedule a new hire public safety physical that may be required during that timeframe.

2.10 STAFFING REQUIREMENTS

The City envisions the Health Center will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. Excellent customer service and knowledgeable caring staff is vital to the existence of the Health Center.

The Contractor will provide and manage medical and administrative personnel to provide Medical Services, Urgent Care, Occupational Health Services and associated administrative support at the Health Center. The Contactor must be able to provide adequate staffing to meet the current and future needs of the Health Center as determined by workload. At a minimum, the Contractor shall provide the staff as set forth on Exhibit B ("Staffing"). Administrative and financial responsibility for all contract medical staff will be the sole responsibility of the Contractor. The Contractor's management responsibility includes, but is not limited to, contracting with, discipline, hiring, firing, compensation and/or benefits and other personnel-related matters with respect to the medical staff, vendors, contractors and sub-contractors.

The City shall have the right to review the qualifications of any staff, including any employee, independent contractor, or subcontractor employed or contracted by the Contactor to provide services under this proposal (collectively "Contractor Personnel"). The City shall have final authority to determine whether any Contractor Personnel, is permitted to provide services under this proposal. If the City objects to any Contractor Personnel, then the Contactor shall, upon notice from the City, remove any such individual from performances of services and provide a replacement who meets the qualifications set in this Solicitation. The City shall have final approval of the replacement staff member.

The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contactor to provide services as the medical director. The City shall have final authority to accept or object the chosen medical director.

2.10.1 Minimum Contactor Qualifications

2.10.1.1 Five (5) years or more experience in planning, implementing and managing employer-sponsored on-site health and wellness clinics.

2.10.1.2 Demonstrated experience with planning, implementing and managing local government on-site medical clinics.

2.10.1.3 Experience with clients with 2500+ insured and/or covered lives.

2.10.1.4 Significant experience with occupational health programs, preferably with police and fire sworn employee services. This includes a working knowledge of and experience with the AZPOST, the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to public safety.

2.10.1.5 Experience, trained and certified in FMCSA-DOT physical qualification standards.

2.10.1.6 Experience with DOT Drug and Alcohol Testing requirements.

2.10.1.7 Experience with OSHA pre-employment and on-going occupational health programs and testing requirements.

2.10.1.8 Experience with State of Arizona worker's compensation regulations and reporting requirements.

2.10.2 Other Requirements

2.10.2.1 Nurse to perform initial triage of all workers' compensation injuries.

2.10.2.2 All City employees coming in for their third occupational injury visit will be seen by the M.D or D.O.

2.10.2.3 Public Safety personnel should be seen by the physician for all annual physicals. These physicals are currently conducted Tuesday through Thursday of each week.

2.10.2.4 If a follow-up with a specialist is required for the city of Glendale employees and other public safety agencies, the provider will assist in getting them an appointment within 24-48 hours.

2.10.2.5 Regular meeting with city of Glendale Human Resources and Risk Management and Public Safety to discuss issues, costs, trends, etc.

2.10.2.6 The following results for occupational visits, including completed and signed chain of custody drug and alcohol forms and test results, work status slips and physician notes to be sent immediately or by the end of the business day to the Glendale Human Resources and Risk Management's confidential fax.

2.11 BILLING AND PAYMENTS

The Contractor will be responsible for the payment of any and all compensation and fees to sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered. Contractor will also be responsible for accounting, managing and disbursing funds as detailed herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. Contractor will be responsible for the cost and procurement of medical consumables and supplies and also for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

For Occupational Health Medical Services provided to public safety personnel agencies, the Contractor will bill and collect the fees for services performed from the participating entity.

The Contractor will charge a base fee for each firefighter physical exam during the Term of the Agreement. Fees for tests and services other than those identified in Section 2.2.1 may be charged as agreed to by the City and Contractor.

All other services will be billed in accordance with the agreed upon fee schedule and agreed upon instructions.

2.12 ELECTRONIC MEDICAL RECORDS/COMPUTER SYSTEMS

It will be the responsibility of the Contractor to provide computers and establish a secure network connection. Any associated costs will be the responsibility of the Contractor.

2.13 FACILITIES USE

2.13.1 **Services Included** All Health Center integrated equipment, chairs, tables, general house lighting, heating, air conditioning, restrooms and custodial service is included within this proposal. This does not include the Contractor's desktop computers.

2.13.2 **Damage To Facilities And Equipment** The Contractor is responsible for damage to the Health Center facilities and equipment as well as any

damage caused by the Contractor's guest, agents or sub-contractors. The Contractor shall take all precautions to maintain the Health Center in good repair and restore and return the Health Center back to the city of Glendale upon termination of the Agreement in as good condition as it was provided to the Contractor, ordinary wear excepted. If the Contractor does not maintain the Health Center as required by the Agreement, the city of Glendale may do all things necessary to restore the Health Center to the prior condition with all costs being charged to the Contractor.

2.13.3 **Medical Equipment Replacement Support/Maintenance** If needed, the Health Center may purchase replacement medical equipment or support through the Contractor at the Contractor's base rate.

2.13.4 **Property Liability** The city of Glendale assumes no responsibility whatsoever for any property placed by the Contractor in the Health Center. The Contractor expressly releases and discharges the city of Glendale from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Health Center under the Agreement. Any additional security or other protective service desired by the Contractor must be arranged for by special agreement with the city of Glendale and the Contractor is responsible for all costs connected with any additional services.

2.13.5 **Competency Of Personnel** The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement.

2.13.6 **Property Left Behind** The city of Glendale assumes no responsibility for personal items, equipment or other items that remain in the Health Center after the expiration of the Agreement.

2.13.7 **Access** The city of Glendale Fire Department reserves the right to control and manage the Health Center and to enforce all necessary and proper rules for its management and operation. Authorized city of Glendale employees will have free access, at all times, to all spaces occupied by the Contractor, with the exception of the medical records or any other information protected by law. If access is needed into the protected areas for cleaning, repairs, etc., advance notice will need to be given to the Contractor. This will allow the medical staff time to secure all patient charts in the locking storage cabinets. A member of the Contractor's staff

will need to remain in the room with the city employee until work is completed.

2.13.8 **Contractor security access card procedures** All assigned Contractor employees will be issued an access card for access to the city facility to which they are assigned. The Contractor will provide, to the Health Center Deputy Chief, the names and job titles of each employee assigned to the Health Center. The Deputy Chief will submit a request for the access cards. Once access cards are received from the City of Glendale Security Office, each employee will be required to sign the COG Security Card Issue form.

2.13.8.1 **Stolen or Lost Access Cards** Contractor shall immediately report lost or stolen access cards to the COG Security Services Coordinator at (623) 930-3056. A new Security Card Issue form shall be completed and submitted prior to issuance of a new access card.

2.13.8.2 **Return of Access Cards** All access cards are the property of the City of Glendale and must be returned to the Health Center Deputy Chief within one (1) business day of when the Contractor's employee access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect an employee's access card upon termination of the employee's employment; when the employees services are no longer required at the particular City facility; or upon termination, cancellation or expiration of this Agreement.

2.14 **FACILITY LEASE**

The city of Glendale Fire Department will charge the Contractor a monthly lease amount of $1.25 per square foot, or $7,500 per month. The lease will help offset medical equipment maintenance and repairs; Health Center wear-and-tear; as well as provide funding for any future medical equipment replacement needs.

3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **RETURN OF OFFER** **One (1) hard copy marked as "original", one (1) CD-ROM or flash drive containing all original documents in native Microsoft Word or Excel (PDF format will be acceptable), five (5) copies marked as copies.** The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. **The sections of the submittal should be tabbed, clearly identifiable and should follow the instructions noted in the Proposal Evaluation Requirements section of this RFP.** Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.

The Contractor shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

3.3 **PREPARATION OF OFFER PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

3.3.1 **OFFER SHEET**, Section 4.0
3.3.2 **PRICE SHEET**, Section 5.0
3.3.3 **ADDENDUM**, Return all addenda (if applicable).
3.3.4 **SPECIFICATIONS**, Section 1
3.3.5 **REFERENCES**, Section 2, Item 2.16
3.3.6 **COLLATERAL MATERIAL:** Additional collateral materials requested and those you feel would be necessary to better understand the products or service you are proposing.

3.4 **ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no

exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

3.5 **EVALUATION CRITERIA** The criteria is listed with their relative weights.

- **3.5.1** Experience or Service and Professional Effort 25%
- **3.5.2** Compliance with Specifications/Method of Approach 30%
- **3.5.3** Fee Structure 35%
- **3.5.4** References 10%

3.6 **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

3.7 **EVALUATION PANEL** Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

3.8 **PANEL CONTACT** Contractor shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

3.9 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Contractors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Contractor for the costs associated with the interview process.

3.10 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Contractor submitting a proposal.

3.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

3.12 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

3.13 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Contractors in various forms and or to award based on submitted information.

3.14 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Contractors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Contractor's shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Contractor's. The purposes of such discussions shall be to:

3.14.1 Determine in greater detail such Contractor's qualifications, and

3.14.2 Explore with the Contractor the scope and nature of the project, the Contractor's proposed method of performance, and the relative utility of alternate methods of approach;

3.14.3 Determining that the Contractor will make available the necessary personnel and facilities to perform within the required time;

3.14.4 Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

3.15 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.

3.16 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale.

3.17 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) year upon approval by the City Council.

3.18 **OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory contractor performance. Contractor shall be notified in

writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.19 **EVALUATION LITERATURE** Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

3.20 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that by Contractor, his agents, representatives, employees or subcontractors as detailed below. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Contractor shall provide General and Automobile Liability, Professional Liability, Workers' Compensation and Employer's Liability Insurance The insurance shall be the primary and non-contributory coverage and none of the city's insurance or self-insurance shall contribute to it. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The General and Automobile liability certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

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

Contractor must provide certificate of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certificate must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	$5,000,000
Personal and Advertising	$5,000,000
General Aggregate	$10,000,000
Products-Completed Operations	$5,000,000
Fire Damage Legal Liability	$500,000.00

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	$1,000,000

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services appropriate to the contractor's profession with limits, not less than $5,000,000 per claim and $10,000,000 aggregate If higher limits are maintained, the City requires and shall be entitled to coverage for the higher limits.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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

3.21 **WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.

3.22 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

3.23 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.maricopa.gov/Materials/save.aspx.

3.24 **PERMITS AND LICENSES** – The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any

manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.25 **PUBLIC RECORD** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

3.26 **CONFIDENTIAL INFORMATION** The City of Glendale is obligated to abide by all public information laws. If a Contractor believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the Contractor submits a formal written objection.

3.27 **CERTIFICATION** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

3.27.1 The submission of the offer did not involve collusion or other anti-competitive practices.

3.27.2 The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

3.27.3 The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

3.27.4 The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.28 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, a Contractor may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Contractor or a designated representative. Telephonic or oral withdrawals shall not be considered.

3.29 **DISCUSSIONS** The City reserves the right to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical

mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

3.30 **CONTRACT NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

3.31 **PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond. A cashier's check, certified check, money order, personal or company checks are not acceptable. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond in the amount of $75,000 guaranteeing the faithful performance of the contract by the proposer.

The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

3.32 **ADDITIONS OF SERVICE** Additional service may be added from time to time. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.33 **PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering

the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.34 **NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Contractors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

3.35 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

4.0 SUBMISSION REQUIREMENTS AND QUESTIONNAIRE

(See Evaluation Criteria for percentage breakdown in Section 3, #3.3)

Contractors may submit additional information to assist the evaluation team in determining your firm's capabilities and experience; however, your firm at a minimum must submit the following:

Please provide written, narrative responses for each item requested within the categories below: When applicable, please attach supporting documents and reference the appropriate category.

4.1 EXPERIENCE OR SERVICE AND PROFESSIONAL EFFORT 25%

4.1.1 Contractors shall describe in detail your firm's experience and qualifications in successfully running a medical occupational health services center similar to Glendale Health Center.

4.1.2 Include a cover letter, a company profile that details your company's history, business philosophy, management, operations, locations, number of employees, years of experience and other pertinent details.

4.1.3 Provide necessary resources and show a history of demonstrated competence. Include a bio of the key personnel, account manager and day-to-day service staff and all other staff assigned to this project.

4.1.4 Contractor shall describe similar clients and provide details on projects undertaken.

4.1.5 Provide your experience with city government and public safety to include AZPOST and NFPA.

4.1.6 Provide your experience with Department of Transportation and Federal Motor Carrier System Agency drug and alcohol and commercial driver's license medical certification exams.

4.2 COMPLIANCE WITH SPECIFICATIONS/METHOD OF APPROACH 30%

4.2.1 Contractors shall clearly provide a written understanding of the requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.

4.2.2 Please provide a description of your approach to this opportunity (e.g. valuation, staffing). Please provide a detailed statement outlining the level of support expected from City.

4.2.3 Contractor shall provide in detail their record management methodology.

4.3 FEE STRUCTURE 35%

4.3.1 While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

4.3.2 The Contractor shall provide concurrence to the facility lease terms as identified under Section 2.0 #2.14.

4.3.3 The Contractor shall include a project schedule for implementation of service requirements. Contractor shall complete section 6.0 Price Sheet and include support documentation should it be necessary.

4.4 REFERENCES 10%

4.4.1 Provide with the offer a list of four (4) client references, preferably letters of reference from companies for whom Contractor has provided similar products/services in the last two-years. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP. References must be in writing and included with Contractor's response. Reference contact information only is not a viable substitute.

QUESTIONNAIRE

4.5 VENDOR QUESTIONNAIRE

4.5.1 Contractor shall complete the questionnaire as attached in Microsoft Excel. Responses must be submitted in hardcopy format as well as the native Microsoft Excel format. The city at its discretion may utilize the questionnaire as a tool in evaluating proposals received.

5.0 **OFFER SHEET**

5.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

Contact Name	**Phone Number**	**Fax Number**

Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Minority or woman owned business: Yes _____ No _____

6.0 PRICE SHEET

6.1 SERVICE FEE

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	$
2	Annual Physical Exams	$
3	CBD with Diff (Complete Blood Count)	$
4	CMP (Comprehensive Metabolic)	$
5	Coordinate/Bill Worker Compensation Claims	$
6	DOT/CDL Physical Exams	$
7	DOT/Non-DOT Drug and Alcohol Screens	$
8	AZPOST Drug/Alcohol Screens	$
9	EKG	$
10	Employee Assistance Program referral	$
11	Flu Shots	$
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	$
13	Immunizations & Injections	$
14	Initial Fracture Care	$
15	IV Hydration	$
16	Lab Draws/Testing (CLIA)	$
17	Lift Test	$
18	Occupational Therapy	$
19	On-call Services for Post-Exposure Prophylaxis (PEP)	$
20	Evaluation and treatment of first aide injury	$
21	Evaluation and treatment of initial workers' comp injury	$
22	Follow up treatment of workers' comp injury	$
23	Pharmacy	$
24	Physical Therapy	$
25	PPD (TB Skin Test)	$

Company Name _____

ITEM	DESCRIPTION OF SERVICE	COST
26	Pre-employment Physicals	$
27	Prostate Exams	$
28	Auditory Function Tests	$
29	Vision Tests	$
30	Public Safety Physicals (Police & Fire)	$
31	Pulmonary Function Tests	$
32	Radiology (administer in-house, send out for reading)	$
33	Randomizing of Drug & Alcohol Screens	$
34	Routine Hearing Services (CDL Requirements)	$
35	Routine Vision Services (CDL Requirements)	$
36	Sick Visits	$
37	Spirometry (lung function) (Fire/Police)	$
38	Stress Tests	$
39	Surgical Procedures (Minor: Sutures, etc.)	$
40	Urinalysis (for CDL, Random, Etc.)	$
41	Walk-In Services: Non-worker's comp	$
42	Feel free to list additional services we have left out.	$
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing , by CPT code, in your Cost Proposal.	$
44	Please describe your quality assurance program or process.	$
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCD)	$

6.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☐ NO ☐
If your answer is NO, please state terms offered: _____

6.4 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Company Name _____

7.0 **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:
That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of ____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars ($ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20___, whereby Principal agreed to _____
_____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this ____ day of _____, 20 ____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

8.0

EXHIBIT A
Occupational Health Medical Services
EQUIPMENT

The City will provide and maintain the following equipment:

Type of Equipment	COG inventory ID	Serial number	Location
Copier	COG16559	TND03424	GRPSTC –HC24
X-Ray machine	COG25531	170-11893	GRPSTC – HC7
Pulmonary machine	COG23788	AJS01277	GRPSTC – HC15
Hearing test machine	COG23779	BC 181 559	GRPSTC – HC6
Treadmill 1	COG23780	Q5005279	GRPSTC – HC4
Treadmill 2	COG23781	Q5005278	GRPSTC – HC5
Vision tester 1		815600299	GRPSTC – HC17
Scale 1		4020057900	GRPSTC – HC18
Scale 2		4020057905	GRPSTC – HC19
Microwave		801TAXT02098	GRPSTC – HC32
Refrigerator 1		DR312701	GRPSTC – HC13
Refrigerator 2		AR312536	GRPSTC – HC32

9.0 **EXHIBIT B**

Urgent Care and Occupational Health Medical Services

STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor may provide staffing as follows:

a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.

b. A pool of no more than four (4) physicians will be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.

c. **PHYSICIAN**: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)

   a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:

      1) Director will act as the liaison between the contracted clinical staff the Health Center Deputy Chief and Glendale Human Resources and Risk Management. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations; will implement ongoing wellness programs for fire department personnel and City employees; will evaluate industrial injuries, and will serve as the Certified Medical Review Officer (MRO) for the City's drug and alcohol testing program.

      2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.

      3) Responsible for performing all elements of City's physicals, pre-employment physicals for City employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.

      4) Will perform consultations for City employees and potential employees with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.

5) Will interface with City employees and their primary care physicians to assure proper health care.

6) Will develop, update and revise procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.

7) Will participate in research projects regarding public safety and city of Glendale employee health and fitness.

8) Will prepare and present educational materials to public safety and city of Glendale employees for training relating to health and wellness.

b. Minimum Qualifications:
Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification. Must demonstrate substantial experience in the following areas: internal medicine, cardiovascular disease, medical toxicology, and occupational medicine. Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST and OSHA regulations, as well as DOT Drug and Alcohol collection and testing and Industrial Commission of Arizona Rules.

d. **PHYSICIAN ASSISTANT** - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.

2) Will support and implement on-going wellness program for fire department personnel and city of Glendale employees.

3) Will evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.

4) Will perform pre-employment physicals for City employees and potential employees.

5) Will perform DOT/FMCSA exams and interface with city employees and their primary care physician to assure proper health care.

6) Will perform Drug and Alcohol testing for city employees and potential employees in accordance with DOT/FTA and FMCSA.

7) Will interface with fire fighters, police officers, and City employees and their primary care physician to assure proper health care.

8) Will develop, revise and update health care, policy, and other procedures at the Health Center, as needed.

9) Will participate in research projects in public safety and city of Glendale employees health and wellness.

10) Will prepare materials a necessary to assist in the health care and fitness training of public safety and city of Glendale employees.

b. Minimum Qualifications.
Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate substantial experience in the following areas: family practice, occupational medicine, preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZ POST, OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules.

5. **CLINICAL MANAGER/REGISTERED NURSE** - FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will assist with preparation of charts and management of the flow of patients.

2) Will perform back office evaluations, vision, pulmonary function, hearing, and body composition examinations.

3) Will perform first aid physicals, evaluate, treat and follow up on industrial injuries

4) Will perform phlebotomy and administer medications as needed.

5) Will perform resting 12-lead EKS's and stress tests.

6) Will assist with infectious exposure consults and follow-ups.

7) Will transcribe back office evaluations onto medical records.

8) Will assist physicians with data collection for studies.

9) Will assistant physicians with treatment of medical patients.

10) Will assist with maintenance and stocking of medications and medical supply inventory.

b. Minimum Qualifications.
Registered nurse in the state of Arizona with experience in occupational medicine, orthopedics and infectious disease. Must be ACLS certified, having two years experience in treadmill testing, immunizations and schedules. Must be familiar

with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZPOST,OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules.

6. **CERTIFIED RADIOLOGY TECHNICIAN (CRT)** - FULL TIME (Permanently Assigned)

   a. Must be qualified and capable of performing the following responsibilities:

      1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.

      2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

      3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.

      4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

      5) Will prepare and maintain accurate documentation.

   b. Minimum Qualifications.
      Must be Board Certified in Arizona with a certification, or diploma, from an approved/accredited school of Radiology Program with a minimum of two year's experience.

7. **MEDICAL ASSISTANT** – FULL TIME (Permanently Assigned)

   a. Must be qualified and capable of performing the following responsibilities:

      1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

      2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.

      3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

      4) Will prepare and maintain accurate documentation.

      5) May be responsible for scheduling public safety physicals.

b. Minimum Qualifications.
Must have successfully completed a Medical Assistant Program through an accredited Institution with a minimum of two years' experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. **RECEPTIONIST/SCHEDULER** - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will be responsible for patient's medical and immunization record data entry.
2) Will answer telephones.
3) Will maintain sign-in log for both medical and industrial patients.
4) Will record all patients' visits in the computer.
5) Will prepare computerized medical charge sheets.
6) Will perform light typing for chart preparation.
7) Will verify appointments and prepare charts for physical examines.
8) Will assist patients with industrial paperwork
9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.
10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

b. Minimum Qualifications.
Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back office skills and experience, and the ability to interact professionally with City personnel and medical personnel.

Division of Strength Training Inc.

A Letter From the President

On behalf of Strength Training, Inc (STI) we would like to thank you for the opportunity to present this proposal to provide medical occupational health Services Glendale Health Center. We are pleased that our proposal not only *meets the minimum requirements you have set but far exceeds them.*

We believe that our true success is not demonstrated through the business of health care but rather in our philosophy of service. Our core values are rooted in providing patients with absolute honesty, integrity, care, kindness, respect, and willingness to help in all capacities of their care.

Through our collaborative partnership and alliance with Urgent Care Extra, we are confident that we meet and exceed the standards and requirements outlined in the request for proposal through not only our aligned business processes but our compatible core philosophies which is based on four words - *In Service of Others*. By way of this alliance, STI-Urgent Care Extra is able to offer the Glendale employees and others with convenient onsite occupational health services and off site urgent care, medical and physical therapy locations convenient to where they may live and work throughout the area.

STI has a long history of providing health, medical and rehabilitative care to the people of Arizona. We started over 30 years ago with the City of Phoenix Fire Department helping them establish one of the country's best and most respected industrial medical programs. Since we have expanded our work to include many other valley fire departments and large employers like the City of Phoenix, State of Arizona and Rural Metro Corporation to name a few. I am confident no one can offer the combined level of experience our group does with public safety officials.

We were involved in the early stages and planning of the Glendale Health Center in 2008-2009. And, we have been proudly leading and managing the Center since. My hope and belief is that we will continue in this role – *In Service of Others.*

In closing we want to express our thanks, appreciation, and gratitude for your time and consideration of our efforts in the development and presentation of this proposal.

Respectfully,

James L Maher
President
Strength Training, Inc.

CORPORATE
17233 N. Holmes Blvd., Suite 1650 – Phoenix, AZ 85053 – 602-547-1847 – Fax 602-547-0809

GLENDALE	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

5.0 OFFER SHEET

5.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

	Strength Training Inc DBA STI Therapy Division
Authorized Signature	Company's Legal Name
James Maher	17233 N Holmes Blvd Suite 1650
Printed Name	Address
President	Phoenix, AZ 85053-2030
Title	City, State & Zip Code
602-547-1836	602-547-2806
Telephone Number	FAX Number
j.maher@stirehab.com	5/19/14
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

Mark Hyland	602-547-1836	602-547-0508
Contact Name	**Phone Number**	**Fax Number**
m.hyland@stirehab.com		
Email Address		

FEDERAL TAXPAYER ID NUMBER: [redacted]

Arizona Sales Tax No. N/A Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation X

Minority or woman owned business: Yes ____ No X

6.1 PRICE SHEET

6.2 SERVICE FEE

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	No Charge
2	Annual Physical Exams	See Attached
3	CBD with Diff (Complete Blood Count)	$ 14.00
4	CMP (Comprehensive Metabolic)	$ 10.00
5	Coordinate/Bill Worker Compensation Claims	No Charge
6	DOT/CDL Physical Exams	$ 45.00
7	DOT/Non-DOT Drug and Alcohol Screens	$ 35.00
8	AZPOST Drug/Alcohol Screens	$ 35.00
9	EKG	$ 50.00
10	Employee Assistance Program referral	No Charge
11	Flu Shots	$ 25.00
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	$ 100.00
13	Immunizations & Injections	See Attached
14	Initial Fracture Care	20% off ICA fee
15	IV Hydration	20% off ICA fee
16	Lab Draws/Testing (CLIA)	$ 15.00
17	Lift Test	$ 70.00
18	Occupational Therapy	20% off ICA fee
19	On-call Services for Post-Exposure Prophylaxis (PEP)	$ 50.00 per Call
20	Evaluation and treatment of first aide injury	$ 25.00
21	Evaluation and treatment of initial workers' comp injury	20% off ICA fee
22	Follow up treatment of workers' comp injury	20% off ICA fee
23	Pharmacy	N/A
24	Physical Therapy	20% off ICA fee
25	PPD (TB Skin Test)	$ 15.00

Company Name STI

GLENDALE	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

ITEM	DESCRIPTION OF SERVICE	COST
26	Pre-employment Physicals	See Attached
27	Prostate Exams	$ 50.00
28	Auditory Function Tests	$ 25.00
29	Vision Tests	$ 10.00
30	Public Safety Physicals (Police & Fire)	See Attached
31	Pulmonary Function Tests	$ 55.00
32	Radiology (administer in-house, send out for reading)	20% off ICA fee
33	Randomizing of Drug & Alcohol Screens	$ 50.00
34	Routine Hearing Services (CDL Requirements)	$ 20.00
35	Routine Vision Services (CDL Requirements)	$ 15.00
36	Sick Visits	Copay/Coins
37	Spirometry (lung function) (Fire/Police)	$ 55.00
38	Stress Tests	$ 150.00
39	Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
40	Urinalysis (for CDL, Random, Etc.)	$ 10.00
41	Walk-In Services: Non-worker's comp	Copay/Coins
42	Feel free to list additional services we have left out.	See Proposal
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing , by CPT code, in your Cost Proposal.	Contracted out @ negotiated
44	Please describe your quality assurance program or process.	See Proposal
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCD)	20% $ 575.00

6.3 **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days**

Comply: YES [X] NO [ ]
If your answer is NO, please state terms offered: _____

6.4 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Company Name STI

RFP 14-07 Price Sheet Addendum

Physicals	
Fire Fighter	$575
Police-AZ Post baseline	$360
Police-AZ Post annual	$280
Police-EOD (new & exisiting)	$430
Police-Reserve	$400
Police-Existing SWAT	$270
Police-New SWAT	$430
EMS-NonSworn	$350
No Show Physical	$80
Immunizations	
Hep A	$54.00
Hep B	$51.00
MMR	$55.00
TdaP	$40.00
Varicella	$70.00
Td	$25.00
Hearing Conservation with audiogram	$28.00
Review of Respiratory Questionnaire	$10.00

	SOLICITATION ADDENDUM	CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
GLENDALE	Solicitation Number: RFP 14-07 Addendum #1 Page 1 of 1 **REVISED: Solicitation Due Date: May 21, 2014** 2:00 P.M. (Local Time)	

MEDICAL OCCUPATIONAL HEALTH SERVICES
AT GLENDALE HEALTH CENTER

The solicitation due date has been revised from May 8, 2014 to **May 21, 2014, 2:00 p.m.**, local time.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: STI

Address: 17233 N. Holmes Blvd., Ste 1650, Phoenix, AZ

Authorized Signature: [signature]

Print Name and Title: Clinical Director

&

Response to Request for Proposal to provide:

City of Glendale
Materials Management
5850 West Glendale Ave., suite 317
Glendale, Arizona 85301

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER
SOLICITATION NUMBER: RFP 14-07

May 20, 2014

Jim Maher
STI Rehab

Dr. Kevin Ladin
Urgent Care Extra

Dr. Robert Levitin
Medical Director

City of Glendale Wellness Clinic
Executive Summary

STI Physical Therapy & Rehabilitation appreciates the opportunity to provide this Proposal for Medical/Occupational Health Services at the Glendale Health Center, which operates out of the Glendale Regional Public Safety Training Center. STI has more than 50 combined years of established trust in meeting the workforce health needs of major corporations and government agencies. Strength Training is highly qualified and well positioned to provide the services requested. STI has associated with Urgent Care Extra for this proposal to expand the offering to include their locations as additional healthcare service sites. This response contains customized recommendations and suggestions specific to your business needs and requested services.

Strength Training & Urgent Care Extra are proven experts in proactive injury/illness prevention initiatives and cost-effective programs.

> The **Mission** is to serve the community with high quality cost-effective occupational health, urgent care, and rehab services to enhance employee health and reduce your financial exposure to work-related injury claims.
>
> The **Vision** is to effectively and efficiently meet health care needs provided by compassionate and quality driven experts
>
> The **Culture** creates an environment that exemplifies commitment to the best quality patient outcomes.

This proposal identifies a customized solution for the City of Glendale Health Clinic to provide evaluations and services that improve the health of your employees and protect your communities.

STI's top priority is to provide the highest quality product offering based on service and quality performance. STI's representatives are available to meet with you to review our proposal, answer questions, and to discuss how the services described can be implemented in an efficient and cost-effective manner.

Vendor Response:

OVERVIEW

STI and their associated partner Urgent Care Extra can provide personalized occupational health care services at the Glendale Health Center and throughout their combined network of 51 clinic locations (Attachment A provides all clinic locations). The Associated Group delivers primary and rehabilitative care, including diagnosis, treatment, and management of work-related illnesses. They are experts in proactive injury/illness prevention initiatives and cost-effective programs. The Associated Group is able to also provide a full complement of non-injury, employment-related health services, including physical examinations, pre-employment physical exams, substance abuse testing, job-specific return-to-work evaluations, employee wellness, functional capacity evaluations, injury specific rehabilitation programs, and other related services.

The associated group is able to also provide Urgent Care Services in fourteen valley locations, including three in the city of Glendale. They are experienced in all areas related to OSHA regulations, NFPA Standards, DOT physicals and POST guidelines. The affiliation with Urgent Care Extra enhances employees, family members and associated member agencies with easy and convenient access to urgent care and occupational health services. This affiliation extends the reach of the Health Center and will assist the City to minimize lost time and productivity from work duties.

As an experienced provider of employee health services, we are able to offer a full array of treatment options and solutions that enhance the health of your employees as well as ensure their recovery. We offer the ability to provide statistical information that identifies trends and potential predictions of employee health issues. We ensure that through our system efficiencies, we are focusing on reducing your healthcare costs while providing the best treatment with the best outcomes.

STI is the incumbent and has been responsible for the management of the Health Center since its inception in 2009. STI offers an innovative solution to resolve the issues of inadequate health care coverage in the area of employee health and urgent care services for the Glendale employees and families. STI offers the experience of over 40 years of providing Occupational Health services with the association of extensive coverage and knowledge of providing Urgent Care services. This affiliation offers to transform your services into a more efficient management and utilization of your health care dollar.

STI rehab was established in 1987 and currently provides rehab and preventative health services to the City of Phoenix (awarded by competitive bid), State of Arizona, Rural Metro Corporation, City of Tempe, City of Glendale Fire Department, multiple school systems throughout the valley and thousands of injured workers.

STI employs 100 people statewide in 10 clinic locations. And, offers an extended network of 150 plus physical therapy and rehabilitation clinics throughout the state. STI has been the leader in medical rehabilitation, fitness, wellness and health services for firefighters and first responder personnel 1981. Our excellent reputation with valley fire and police departments is longstanding. We often are approached by outside agencies and providers requesting information and education. The fact is, there is no local provider who can match the level of experience and knowledge that the STI group has with public safety personnel. This familiarity with fire and police personnel cannot and should not be understated since the Glendale Health Center primarily serves this population.

Though occupational and urgent care medicine are newer service lines for STI we are no less capable. Under our leadership, management and partnership with Glendale Fire, the City and Scottsdale Healthcare the Health Center has grown to be a successful venture. If awarded this contract we expect to continue our work and expand the reach of the Health Center even further.

Urgent Care Extra was established in 2003 and currently provides urgent care, including occupational injury care and examinations, in 41 locations in multiple states. It employs 200 throughout the valley with three Glendale locations.

The Affiliated Group is led by the following individuals who will assume key roles in the servicing of this contract (CV's Attached):

STI Rehab's President and Owner is **Jim Maher**. Jim is a former Glendale fire fighter who opened the first STI clinic in 1981. Jim has over 30 years in working with injury prevention, rehab and wellness programs. He is an Arizona native and is well respected within the Arizona work comp community. Jim was instrumental in the opening of the City of Phoenix Fire Health Center. More recently Jim was instrumental in the start-up, implementation and management of the Glendale Health Center and has maintained his involvement.

STI's Occupational Health Medical Director is **Robert Levitin, MD**. He is Board Certified in Occupational Health with a long history of providing medical surveillance physicals, injury care, and preventative medicine for area employers.

STI Rehab's **Mark D. Hyland, OTR/L, CHT** has been the Clinical Director since 1994. Mark is a licensed occupational therapist, certified hand therapist and Diplomate of

the American Board of Disability Analysts. Mark has lead the clinics growth in quality and expertise while serving as a consultant for multiple companies in the area of injury prevention and education, utilization and quality occupational rehabilitation services. In 1994/95 he designed the firefighter specific functional evaluation used to this day to help determine work fit status of injured firefighters.

Kevin Ladin, MD is board certified in physical medicine and rehabilitation and pain management. He has been a long time and well-respected physician in the local workers compensation community. Dr. Ladin is the Medical Director for occupational health and medicine service for Urgent Care Extra. Adding the specialty of physical medicine and rehabilitation enhances the services already being provided at the Health Center and makes them quite unique.

STI will administer all testing according to NFPA 1582, OSHA and P.O.S.T. standards. We have written protocols for each OSHA standard including the testing (surveillance examinations, pulmonary function, audiometric and laboratory). We will follow the testing requirements set forth by the city. We also ensure that all personnel have the appropriate certifications to perform all testing, including audio, pulmonary function and stress testing.

In addition, STI personnel are well familiar with the *Fire Service Joint Labor Management Wellness/Fitness Initiative*. They will use the Initiative as a guide to providing and implementing the health and wellness services of the Center.

AMINISTRATION OF CONTRACT

STI will ensure that comprehensive occupational health, wellness and urgent care services will continue to be made available at the Glendale Health clinic and the Urgent Care Extra sites.

We agree to all Contract Goals as dictated by the Request for Proposal #RFP 14-07, including but not limited to Insurance requirements, Billing notices, Safety standards, Surety Bond, facility licensing and accreditation, etc..

If awarded the contract, STI intends to meet with designated City of Glendale representatives to review the testing protocols and examination components. STI will enter the components into our database whereas all protocols will be available to STI providers. Included in the protocol development are service costs, communication of results, and billing information. Completed ICA form 102 will be submitted to the Risk Management Department immediately following treatment.

Just as has been occurring currently, STI will provide detailed invoices for non-injury care. Injury care is billed according to the ICA fee schedule and a 20% discount is taken at time of payment. All billing is generated on a daily basis. In the event that a billing issue should arise, the issue will be addressed immediately and re-billing will occur if indicated.

STI has identified Mark Hyland as the project manager for this offering. Mark Hyland is the Clinical Director of STI. Mark has over twenty years of experience in the management of occupational health and safety programs. He has been with STI since 1994. He has overseen the growth of the clinics and the quality programing. Mark was the architect of the Department of Corrections and City of Phoenix Housing Departments injury prevention and onsite exercise programs.

* STI shall report any changes in key personnel in writing to the Contract Administrator within ten working days of change. Key personnel are defined as doctors, physician's assistance, nurse practitioners, care coordinators, and/or assigned account representatives to the City of Glendale.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

STI understands that the City desires the successful bidder to:

1.1 STI will provide a sealed proposal to provide medical/occupational health services at the Glendale health Center. Through the agreement with Urgent Care extra, additional sites for occupational health care can also be utilized. Per the RFP section 2.7 this will improve access for employees lessening time of from work.

1.2 STI will coordinate with all other public safety agencies to coordinate and schedule needed medical services.

1.3 STI will provide occupational health injury and illnesses services to the City of Glendale at the Glendale Regionals Safety Center as well as through the additional Urgent Care Extra locations. The list of all locations is attached, there are three Urgent Care locations in the West Valley, Glendale area. All locations will efficiently provide first aid, initial visits for industrial injuries and follow-ups, and when necessary referrals to specialists.

1.4 &

1.5 STI and Urgent Care Extra will efficiently provide all required medical services at the Health Center that will include the provision of medical staffing; physicians, nurses, physician assistants, physical/occupational therapists and technicians that will provide DOT, AZ POST, drug and alcohol screening, hearing and vision testing, CDL, pre-employment physical exams

1.6

1.7 in accordance with OSHA Regulations, annual physical health, respiratory protection, and other medical evaluations for City employees and firefighters.

1.8

1.9 All Firefighters physicals will be done in compliance with NFPA guidelines. STI has great expertise in the areas of rehabilitation, health, functional movement screening and fitness. They will use their knowledge and experience to provide all needed interventions and education.

1.10 STI through their association with Urgent Care Extra is fully able to provide Urgent Care services at the Glendale clinic site as well as the additional locations. The association with the Urgent Care clinics can greatly reduce the costs associated with emergency room usage. Urgent Care Extra services are at an average of $100 per visit versus the $1000 a visit for Emergency Room services. Urgent Care Extra clinics are open 7 days a week for 14 hours per day.

1.11 STI will provide all fire fighter physicals in the efficient manner that allows minimal disruption to on-duty members. Fire fighter physicals will continue to be scheduled Tuesdays through Thursdays.

1.12 &

1.13 STI will provide evaluation and treatment of industrial injuries for all Glendale employees as well as fire agencies. They will treat patients and provide referrals when appropriate. STI will work closely with City of Glendale Human Resources & Risk management as they oversee the Industrial Injury Program.

1.14 STI & Urgent Care Extra are members of the BCBSAZ network. They agree to enter into and maintain an agreement with whomever the city of Glendale deems as their healthcare network provider.

1.15 STI will provide the staffing of two part-time doctors (one serving as director), one full-time physician's assistant, one full-time registered nurse, one full-time certified radiology technician, one medical assistant and patient care manager. STI will add additional staffing as workload dictates.

1.16 STI will maintain the hours as Monday-Friday from 7:30 am to 5:00 pm.

1.17 STI can accurately utilize all equipment provided and will utilize their contracted lab for analysis and x-ray sent to an outside radiologist.

1.18 STI can support the Glendale Health Center workload as well as provide for additional urgent care needs at the Urgent Care Extra Sites.

2.0 Scope of Services by Contractor
2.1 - 2.9

STI is able to provide medical services and exams for firefighter, police, police special units, non-sworn EMS personnel, retirees, new employee physicals and CDL/DOT exams in a timely and efficient manner. STI and Urgent Care

Extra will work in close relationship with the City and any other contractors to be sure all timelines and specifications of this contract are met.

Dr. Levitin, STI Medical Director, has over 30 years' experience in occupational health medicine. He is a certified occupational medicine physician, and a MRO. He can ensure that all Medical Exams, drug & alcohol screening, hearing conversation, DOT testing and post exposure prophylaxis meet all necessary standards.

STI has been providing occupational rehabilitation along with Functional Capacity Evaluation's since 1993. They have the capabilities to work with each agency to meet all job related requirements for functional and performance based testing.

Through the association with Urgent Care Extra, STI will be able to provide both urgent care walk in services and preventative services on-site and in multiple additional locations. STI will provide a 24 hour hotline for exposed city of Glendale personnel and well as act as the Infectious Control officer to manage current and future public safety entities.

STI will work closely with other City contractors including the HFFD personnel. STI recognizes the importance of these collaborations to the overall success of the Center and the members it will serve.

All staffing & scheduling requirements will be met as previously discussed.

2.10.1 - 2.10.1.8 Contractor Qualifications

STI, as well as Dr. Levitin and Ladin have more than 50 years' of combined experience in planning, implementing and managing employer-sponsored health & wellness clinics. These clinics have included local on-site clinics for clients with more than 2500+ lives.

STI & Dr. Levitin were both instrumental in the initial development of the Glendale Health Center. STI has continued its involvement in its management and providing of services. They have had experience with providing occupational health programs for police and fire sworn employees since the 1981. As mentioned previously in this proposal, STI is well familiar with the IAFF/IAFC Wellness Fitness Initiative and will use this document for establishing its guidelines and polices.

STI has long had relationships with government agencies. These associations have been both informal and through a competitive bidding process. Our long time relationship with the State of Arizona, City of Phoenix, Glendale and Tempe are some good examples. And, we have a long history of proudly serving valley fire departments and firefighters for over 30 years.

The group has an established working knowledge of all required DOT physical components and standards. In addition, STI and Dr. Levitin have extensive experience with OSHA regulations & the Industrial Commission of Arizona policies and procedures.

2.10.2 Other Requirements

STI & Urgent Care Extra will follow all additional requirements. A nurse will be assigned to triage all worker's compensation injuries. As well as ensuring that a MD or DO is involved in the 3rd occupational injury visit. The public safety physicals will be conducted as previously discussed. All required employee documentation will be provided by the end of each business day to Glendale Human Resources and Risk management.

STI has and will continue to provide care coordination services to the Centers clients and patients. An important duty in this role is to quickly and efficiently assist in getting specialist appointments within 24-48 hours. In fact, when STI's specialty referral network is utilized appointments can sometimes be scheduled on the same day. STI believes in the early, aggressive correct care model when managing industrial injuries. The evidence is clear this approach is effective at reducing injury costs and costs associated with lost time.

STI is in full agreement that a regular meeting is essential to the smooth running of the clinic operations.

2.11 Billing and Payments

STI & Urgent Care Extra will follow all billing requirements. They will provide all needed subcontractors, as well as disposable supplies. STI has been providing all accounting, managing of billing for services at the clinic to date and can efficiently continue. All services will billed at agree to prices.

2.12 Electronic Medical Records/Computer Systems

STI will provide all needed computers and establish a secure network connection. STI will ensure that the EMR will provide all needed reports, documents, and statistical information as required by the City of Glendale.

2.13 Facilities Use

STI will be responsible for any damage to the Health Center facilities and equipment damaged by STI employees, guests, or agents. STI will purchase any needed equipment not provided to ensure that all required components of care are completed. STI will work cooperatively with the

City of Glendale and Fire officials to provide access to the facility by authorized personnel.

STI will follow all required access and security components to the Glendale Health Center and agrees to be responsible to provide competent personnel to service tthis contract.

2.14 Facility Lease

STI will pay the monthly lease of $7500 per month.

6.0 Quality Program

To ensure quality STI has an established program that ensures that policies and procedures are followed and outcomes match expectations.

All personal are trained in the outlined policies and held accountable to their adherence. Medical Records are reviewed by the Medical Director for quality

outcomes. All documentation by a Physician Assistant is reviewed and co-signed by the overseeing physician.

Quality Management Process

A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum, includes:

a. A method to identify, document, and evaluate incidents;
b. A method to collect data to evaluate services provided to patients;
c. A method to evaluate the data collected to identify a concern about the delivery of services related to patient care;
d. A method to make changes or take action as a result of the identification of a concern about the delivery of services related to patient care.

STI also provides for each contracted client a care coordinator that tracks and monitor all cases for quality. Cases in question get referred to our peer review service, medical director and clinical manager when care extends beyond what would normally be expected. The medical criteria triggering review usually depend upon the type of injury, diagnosis, occupational physical demands of the work and surgical status to name a few.

Health Center staff will be continuously evaluated to ensure the highest level of service and efficiency is being offered to its clients.

STI looks forward to answering any questions related to this proposal, their experience, or their management of the Glendale clinic.

STI Principal Contact:
Mark Hyland
Clinical Director
m.hyland@stirehab.com
(602) 349-2547

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

1	Provide the length of time your firm has been in business providing the same services as proposed.	STI has been in business as a local premier medical rehabilitation company since 1987. In 2009, we expanded our services to include management of occupational health and wellness services.
2	What are the primary services offered by your organization?	Physical, occupational, hand therapies, fitness, wellness, occupational rehab, occupational medicine.
3	How many existing on-site clinics do you currently operate? Describe how many days/weeks they have each been operational.	Two. The GRPSTC Occupational Health and Wellness Clinic. It has been operational since 2009, 5 days a week. And, STI has an onsite therapy clinic located onsite at the Phoenix Fire Dept. Health Center.
a	What is the average tenure of your on-site clinic clients?	Both clinics are ongoing for 3 plus years.
b	How many of these clinics service local (City, County, or State) governmental entities?	Two. As described in item #3.
c	How many of these clinics are located within the State of Arizona? Where?	One. The GRPSTC Occupational Health and Wellness Clinic.
4	Do you provide all services internally or are any services sub-contracted? If sub-contracted explain details.	internally. The only services that will be subcontracted will be for radiologist, lab, cardiologist, and orthopedic specialists.
5	Include your company's most recent Financial Report with your proposal.	see attached
6	Who is legally at risk for all liability issues?	STI
7	Provide details as well as outcome of all Malpractice claims/lawsuits against your company in the last 5 years.	No malpractice claims or lawsuits.
8	Describe the types of complaints your organization has received in the past five (5) years.	We rarely receive service related complaints. However, when we do it usually is a misunderstanding of some sort. A review is completed by management to see how we can learn and improve.
9	Describe any accreditations held that are specific to your programs.	The clinic will be licensed and accredited through the AZ Dept. of Health Services.
10	Provide three (3) current client references.	see attached proposal
11	Provide any other information that the Proposer believes would be helpful to the City in the evaluation of the Proposer's ability to provide the services in this RFP.	STI has formed a strategic alliance with Urgent Care Extra. This will allow us to extend the onsite services at the Glendale Clinic to include off site urgent care and occupational med services after hours services 7 days a week. This will improve access for members and reduce costs of delivering health care due to the reduction ofhigh cost ER usage.
B	**Staff Information**	

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

1	Do you currently have the appropriate staff to accommodate the Scope of Services? Please outline any deviations and/or recommendations from the Scope and explain how the staffing requirements will be met by implementation.	Yes. We have all staff required and will add a physical or occupational therapist.
2	Provide the name, office location and qualifications of the person who will be managing the billing.	GayLee Smith. She has been a dedicated and trusted employee of STI for 25 yrs. She currently offices at the Health Center and will continue if we are awarded the contract.
3	Describe your account management team. Who will be responsible for the account and who will be the day-to-day contact? Where will these personnel be located? Provide a brief description of their experience and years with your organization.	GayLee Smith. She has been a dedicated and trusted employee of STI for 25 yrs. She currently offices at the Health Center and will continue if we are awarded the contract. Mark Hyland will oversee the account and will office part-time at the Health Center.
4	Provide and describe in detail your firm's staffing model based on the information provided. Include descriptions of all staff to be assigned to the clinic, including what degree earned, years of experience, professional association memberships and areas of specialty.	The staffing model will be a medical model with the Medical Director taking the lead to manage and provide direction. This position will be supported by the team of professionals and para-professionals. The department will have corporate administrative support and day to day operations will be overseen by the Charge RN.
5	Provide a narrative description of the organization of the project team.	The Glendale clinic will be overseen by a Medical Director and supported by a corporate Administrator. The Medical Director will work with the medical professionals and paraprofessional to ensure all quality and guidelines are met. The Administrator will work to ensure all partnership agreements are upheld and all needed services are provided timely and efficiently. They will work to ensure that any & all issues are quickly resolved. The Charge Nurse will report to the Medical Director and will monitor the day to day operations for quality and efficiency. All members of the team will work together to ensure quality and strong customer service are maintained and delivered.
6	Provide an organizational chart, specific to the personnel assigned to accomplish the work described in your offer, that illustrates the lines of authority and designates the individual responsible and accountable for the completion of each component and deliverable of the RFP. Include resumes, certifications, and qualifications.	See attached organizational chart and resumes. All personnel will be licensed in their respective fields. All will maintain current licensure. The Medical Director is certified in Occupational & Environmental Medicine.
C	**Administrative**	

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

1	Describe in detail the steps and schedule/timeline needed to implement the City's clinic including key goals and objectives.	Needed Components to begin Operations Our plan in implementation can be broken into system and personnel components.
3	Describe your process for scheduling and prioritizing appointments.	Scheduling will be set up so that there is open access for all employees to utilize the clinic on a walk in basis for urgent Care and Worker's Compensation needs. Adequate staffing will be provided so that on 8 Fire Fighter physicals can be scheduled each Tuesday-Thursday. Additional Staffing will be provided on those days to assist with any other physicals, walk-in, or follow-up appointments that need to occur. All staff will be trained in all areas, within their scope of practice, so that high quality and efficiency will be maintained.
5	Submit a sample of your monthly invoicing based on the program offered to the City.	see attached this section
D	**Reporting and Measurement Tools**	
1	Explain firm's reporting capabilities for utilization and types of visits. Attach sample standard reports.	Reports can be provided through the EMR that provide any sort of utilization that was completed. STI will utilize OHM the same EMR that is currently in place.
2	Describe your standard management reports. Please provide examples of reports that you would provide the City.	Sample reports can include aggregated data related to services provided. Examples # of visits, # of Immunizations, # of first aid, # of work comp, # of hrg tests, etc..
3	Describe your custom reporting capabilities. Please provide a recommendation and examples of reports that you would provide the City.	Specific reporting is available through the EMR that can provide aggregated data and even forecasting data as to who and when medical surveillance testing is required.
4	Are your standard management reports real time? If not, how often will reports be updated and how frequently are they made available?	yes, Weekly, monthly, or daily reports are available
5	Describe your on-line reporting capability.	OHM is a web-based system. Lab documents, x-ray reports can all be electronically sent into the system for efficiency and accuracy. There are also capabilities for table randomization for urine drug screening.
6	Describe the frequency and how employees of the clinic are evaluated for quality standards?	All Physician assistant documentation is reviewed an signed off by a supervising physician. All physical forms are reviewed by two persons prior to completion. Quality assurance measures also random review up to 20 charts per month for quality standards.
7	Describe what measures you use to review performance for Physicians, Nurses, Medical Assistants, and Clerical Staff.	Performance evaluations are completed annually for all staff.

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

8	Describe employee satisfaction measurement process and provide sample reports.	Annual employee satisfaction surveys are conducted. STI also provides an open door policy and a no-blame culture to ensure ongoing process improvement
9	How would you propose measuring the outcomes and success of the overall program?	Outcomes and success can be measured by customer satisfaction as well as established quality measures. Additional success would be measured through a noted reduction in work comp costs, off-duty days, and an increase in first aid only care. Additional success can be measured by a reduction in overall health care dollars for the city of Glendale.
10	Please describe how you would measure the cost-effectiveness of the City's Clinic.	Cost-effectiveness can be measured by a reduction in worker's compensation costs, lost time/productivity, re-injury rates and healthcare utilization costs.
a	What level of cost-effectiveness for the Clinic are you willing to guarantee?	STI can guarantee a 1st year reduction of 10% worker's compensation costs, and up to 20% every year after.
11	Describe the billing practices you plan to implement.	Both invoice and direct billing will be implemented
12	What performance guarantees with fees at risk would you be willing to enter into (i.e. Implementation / Satisfaction)? Please provide how performance would be measured and the amount of fees you're willing to put at risk.	STI is prepared to reduce fees by 10% for any service provided that did not meet the quality measures and was substantiated.
E	**Clinical Services - Preventive Care**	
1	Please describe your philosophy for providing preventive care.	STI has been a long time component of health and wellness. They have provided wellness services through fitness programs and exercise since 1981. The company strongly emphasizes the need for preventative care for not only its customers but its employees, by providing education, flu shots, and in-house wellness opportunities.
2	Please describe your Clinic model. How does it differentiate from your competitors?	STI's model is based on open communication and strong customer satisfaction. They strive to anticipate the needs of the client and always exceed expectations. They are a small company and so there is not cumbersome bureaucracy to slow down the need for change if it is needed. The owners are personally invested into only quality patient outcomes but in the community itself.
3	What services do you believe would provide the greatest return on investment?	For the City of Glendale the greatest return on investment are any services that focus on wellness and prevention. Research has and continues to show that for every dollar spent in this area the return is up to $3.

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

4	What is the average time your clinical providers (e.g., doctor, nurse practitioner) spend with a patient?	The average amount of time spent with a patient is 30-45 minutes for examinations, 10-15 minutes for follow-up care, up to one hour for annual physicals.
5	Describe your plan for continuity of services if a member of the medical team is not available on a given time or day.	There will be available back-up providers and staff as the clinic will have both full and part-time staff that can be called in as needed to cover for both sick and vacation time.
6	How do you propose that the City employee should pay for services (claims? copayment? free?).	City employees would only be required to pay the co-pay for urgent Care services if it is required by the City or the insurance company.
7	Do your physicians typically have hospital privileges? If so, where?	Hospital admitting privileges but they do not see patients in the hospital
8	How will you ensure that your staff is well-versed in the City's and other clinic users health plan design and network providers?	All protocols will be written and staff will be educated on those. The Care Coordinator will communicate with the staff and the city to ensure all protocols.
9	Provide a personnel roster for operation of the clinic that identifies the following for each position:	STI agrees to meet or exceed the staffing as outlined in the RFP 9.0 Exhibit B.
a	Title of position	see attached org chart
b	Qualifications of the position	see attached resume
c	Itemize the number of estimated hours for each position identified above as well as suggested work schedule.	STI agrees to meet or exceed the staffing as outlined in the RFP 9.0 Exhibit B.
10	Please indicate which of the following services you will provide and describe any limitations:	
a	Appointments Scheduling: Same Day	Yes if patient, injured worker or client is able
b	Annual Physical Exams	yes
c	CBD with Diff (Complete Blood Count)	yes
d	CMP (Comprehensive Metabolic)	yes
e	Coordinate/Bill Worker Compensation Claims	yes
f	DOT/CDL Physical Exams	yes
g	DOT/Non-DOT Drug and Alcohol Screens	yes
h	AZPOST Drug/Alcohol Screens	yes
if	EKG	yes
j	Employee Assistance Program referral	yes
k	Flu Shots	yes
l	Functional Movement Test (Fire/Police) Included in the Fire physicals	yes
m	Immunizations & Injections	yes

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

n	Initial Fracture Care	yes
o	IV Hydration	yes
p	Lab Draws/Testing (CLIA)	yes
q	Lift Test	yes
r	Occupational Therapy	yes
s	On-call Services for Post-Exposure Prophylaxis (PEP)	yes
t	Evaluation and treatment of first aide injury	yes
u	Evaluation and treatment of initial workers' comp injury	yes
v	Follow up treatment of workers' comp injury	yes
w	Pharmacy	yes
x	Physical Therapy	yes
y	PPD (TB Skin Test)	yes
z	Pre-employment Physicals	yes
aa	Prostate Exams	yes
bb	Auditory Function Tests	yes
cc	Vision Tests	yes
dd	Public Safety Physicals (Police & Fire)	yes
ee	Pulmonary Function Tests	yes
ff	Radiology (administer in-house, send out for reading)	yes
gg	Randomizing of Drug & Alcohol Screens	yes
hh	Routine Hearing Services (CDL Requirements)	yes
ii	Routine Vision Services (CDL Requirements)	yes
jj	Sick Visits	yes
kk	Spirometry (lung function) (Fire/Police)	yes
ll	Stress Tests	yes
mm	Surgical Procedures (Minor: Sutures, etc.)	yes
nn	Urinalysis (for CDL, Random, Etc.)	yes
oo	Walk-In Services: Non-worker's comp	yes
pp	Feel free to list additional services we have left out.	
11	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing , by CPT code, in your Cost Proposal.	This service will be sub-contracted out. See pricing sheet.

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

12	Please describe your quality assurance program or process.	Quality Management Process A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum, includes: a. A method to identify, document, and evaluate incidents; b. A method to collect data to evaluate services provided to patients; c. A method to evaluate the data collected to identify a concern about the delivery of services related to patient care; d. A method to make changes or take action as a result of the identification of a concern about the delivery of services related to patient care. STI also provides for each contracted client a care coordinator that tracks and monitor all cases for quality. Cases in question get referred to our peer review service, medical director and clinical manager when care extends beyond what would normally be expected. The medical criteria triggering review usually depend upon the type of injury, diagnosis, occupational physical demands of the work and surgical status to name a few.
13	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCD)	yes, 20%
F	**Clinical Services - Occupational Health**	
1	Please describe your philosophy for providing occupational health care.	STI & Urgent Care plus believe that Communication with HR and Risk Management is essential to the success of any work comp program.STI & Urgent Care will provide occupational health services based on the philosophy the a worker is like an athlete. The worker should be rehabilitated to their formal level of functioning. Light duty should be implemented and the worker monitored for improvements. All ICA guidelines are adhered to.

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

2	Describe how your organization will handle referrals to specialists.	The case coordinator is responsible for maintaining communication with Risk Management, the treating physician, and the patient. All referrals will be discussed with Risk Management and made based on evidienced based criteria. Referrals to specialist will be managed within a 24-48 hr timeline and will be managed by our care coordinator through our network of the top providers in the area.
3	Please describe your occupational health service capabilities and the types of services which can be addressed on-site and off-site.	All occupational services including worker's compensation, medical surveillance, all physical types, and all wellness programming can be completed at the Glendale clinic. All worker's compensation services, DOT physicals, immunizations, and urgent care services can be provided through Urgent Care Extra.
4	Describe your experience in providing AZ POST Police Officer examinations.	Dr, Levitin has 30 years of Occupational Health service and experience with providing all medical Surveillance
5	Describe how your organization will integrate Worker's Compensation medical services through the clinic.	As they are OCC health and Urgent Care clinics they are well versed in the operations of Worker's compensation and it is already integrated.
G	**Clinical Services - Pharmacy**	
1	Confirm which designated member of your staff who has the ability to write prescriptions will be on-site at all times.	Either a physician or a physician assistant will always be present during open clinic hours. Urgent Care extra will be available every day from 7 am - 7 pm who can also prescribe medication.
2	What type of pharmacy services can you provide?	Through Urgent Care Extra full pharmacy services are available.
3	Please indicate, if any, what prescriptions will be dispensed on-site.	describing, dispensing, and administrating
H	**HIPAA Compliance and Confidentiality**	
1	Describe what practices your organization has in place to protect confidentiality of individual information when electronically transferring information pursuant to HITECH.	We are not familiar with HITECH but STI does and will abide by all rules of the Health Information Portability and Accountable Act (HIPPA).
2	Describe what steps your plan takes to ensure HIPAA compliance.	HIPPA training is required of all employees at initial orientation and annually.
3	What parties will have access to personal health information?	Only those who are providing direct service
4	Describe how confidentiality is assured and how it is communicated to the participants.	HIPPA training is required of all employees at initial orientation and annually.
5	Describe how you will secure patient charts.	In Locked file cabinets

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

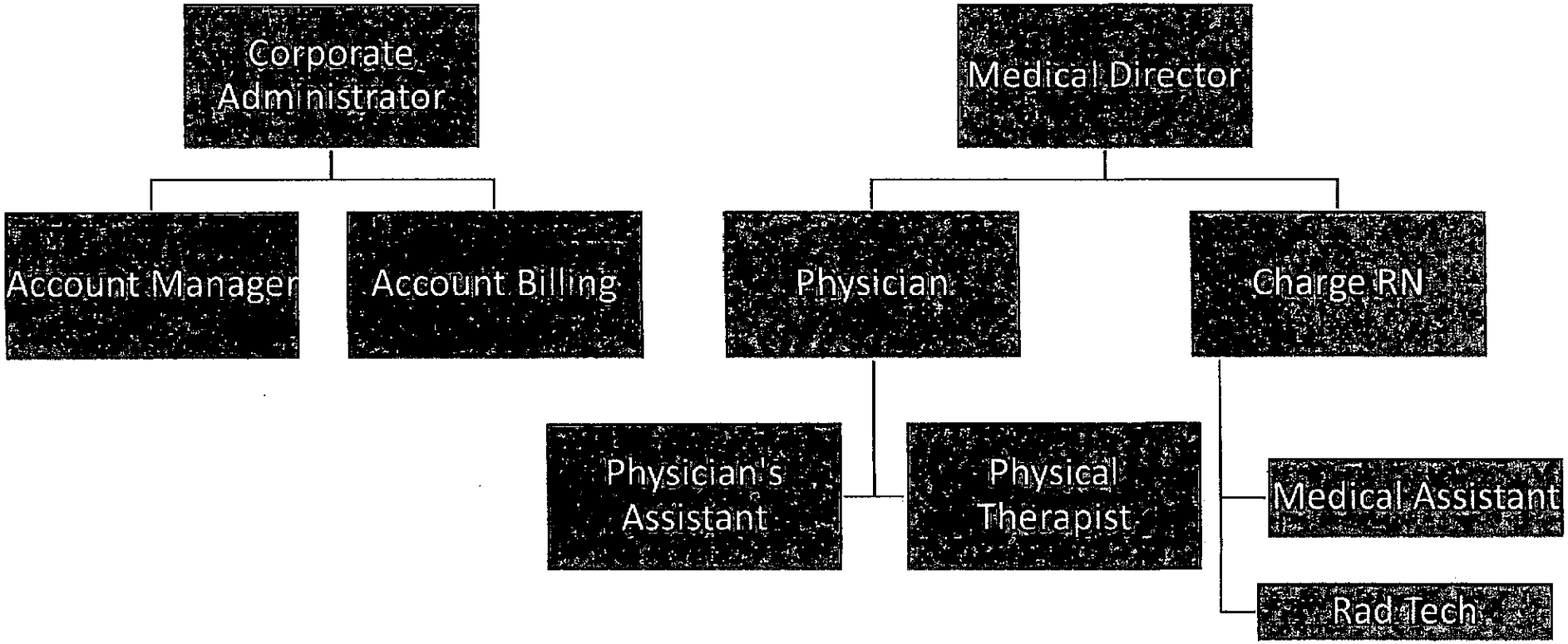
6	Describe how you will secure electronic records.	All EMR is password protected
7	Describe your policy relative to sharing, selling or otherwise utilizing member usage and other member data.	STI does not share or sell any member utilization
8	Indicate what electronic records will be retained by the City upon contract termination	Medical Record information would be maintained for 20 years unless requested by written request to be passed on to another entity
I	**Wellness**	
1	Describe qualifications, services or other information unique to your organization in the wellness and prevention area.	Dr. Levitin is Board Certified in Health Prevention. All licensed employees will maintain all needed requirements to practice within their scope per Arizona statutes
2	Provide an executive summary of the wellness services your firm provides. All pricing for these services (per member/per month, etc...) shall be included in your Cost Proposal.	Wellness opportunities include, nutrition education, fitness, immunizations, screenings, wellness promotion, and health fairs
3	Describe any biometric Health Risk Assessment tools your organization offers. Provide any associated costs in your Cost Proposal.	This would be subcontracted
4	What assistance in on-site education will you provide as a value-added component of this agreement?	Education can be provided in nutrition, physical fitness, stress management, areas of self-care; age specific exams- prostate screening , breast exams, the need for immunizations, preventing the flu..
5	Please describe your process for maintaining and improving employee wellness.	Ongoing education, health promotion activities, and biometric measurements
6	Describe the methods you use to identify and manage high risk members.	High risk members would be identified through HRA and claims mining
7	What would your participation and contribution be to an annual health fair?	We will happily participate and contribute.
8	Can you provide participation data for the purposes of incentive administration?	This would be subcontracted
9	How would you coordinate with mobile services such as mammograms and prostate screenings?	This would be subcontracted
10	What services/vendors can you integrate? (e.g., biometric screenings, case management, disability, disease management, EAP, eligibility, fitness programs, health plan/carriers, health risk assessment, behavioral health, health and wellness programs, maternity management, utilization management, workers' compensation).	This would be subcontracted
11	How do you propose to leverage or integrate with our existing Wellness Programs?	STI can integrate though educations and assistance with screenings

CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

12	If possible, how frequently can you export participation files to vendor partners? Please indicate if this service is included in your standard pricing.	This would be subcontracted
13	Describe any coaching programs or initiatives that would be available to participants and your criteria for participation in these programs. Provide any associated costs in your Cost Proposal.	STI can provide coaching on physical fitness and nutrition
14	Will you assist in on-site education as requested?	Yes
J	**Infectious Disease Management**	
1	Do you currently have a 24 hour hotline that public safety personnel could utilize if they have experienced a significant exposure? If so, please provide information about the hotline.	Yes. The number and information will be established once the contract is awarded.
2	Do you currently have an Infectious Disease Officer on staff?	yes, Dr. Levitin will act as IDO
3	If you do not currently have an Infectious Disease Officer on staff, would you entertain the option of paying a firefighter or police officer to take on a full-time role and service any west valley agency that requests this service?	Yes
4	How would you charge for this service?	per incident of $50
K	**Equipment and Supplies**	
1	Describe your plan for monitoring inventory and restocking of supplies.	An inventory list of supplies will be maintained and new supplies ordered weekly
2	Describe your organization's process and procedures to collect, secure and dispose of bio-hazardous materials.	All Universal Precaution will be followed with adequate waste receptacles for bio-hazardous. There is established contracted vendor for biohazard waste company
L	**Marketing**	
1	How do you plan to maximize participation in the Clinic?	We intend to market a full line of occupational medicine, urgent care, rehabilitation services, wellness and fitness to all public safety entities in the west valley. Our intent is to grow this clinic and the services it can offer.
2	Describe your role and the role of the City in any Marketing Plan.	Marketing plans and ideas will require collaboration with the City. However, the responsibility of execution will be STI's.

Glendale Health Center
Organizational Chart



Health Center Billing
PO Box 43466
Phoenix, AZ 85080
623.772.7717
F) 623.772.7726

Invoice

Date	Invoice #
5/31/2014	103295

Bill To

ACME Fire District
Attn: Accounts Payable
12345 S Any Street
Township, AZ 85000

P.O. Number	Dates of Service
PO-20059-12014	5/1-31/2014

Date	Name	Description	Amount
5/25/2014	Doe, John	Fire Physical-Pre-Placement, Annual	000.00
		TB/PPD test	00.00
		Urine Drug Screen-up to 134 panel	00.00
5/25/2014	Smith, James	Fire Physical-Pre-Placement, Annual	000.00
		TB/PPD test	00.00
		Urine Drug Screen-up to 134 panel	00.00
5/25/2014	Jones, William	Fire Physical-Pre-Placement, Annual	000.00
		TB/PPD test	00.00
		Urine Drug Screen-up to 134 panel	00.00

Total $0000.00

REFERENCES

RESPONDENT SUBMITTING PROPOSAL: STI - Urgent Care Extra

1. COMPANY NAME: City of Phoenix
   ADDRESS: 135 N. 2nd Ave, Phoenix, AZ 85003
   CONTACT PERSON: Debbie Miller
   TELEPHONE: (602) 262-4665 E-MAIL ADDRESS: debbie.miller@phoenix.gov

2. COMPANY NAME: Rural Metro Corp / Southwest Ambulance
   ADDRESS: 708 W. Baseline Rd., Mesa, AZ
   CONTACT PERSON: Tuesday Kramer
   TELEPHONE: (602) 655-7399 E-MAIL ADDRESS: Tuesday.kramer@rmetro.com

3. COMPANY NAME: City of Glendale Fire
   ADDRESS: 5800 W. Glenn Dr., Ste 350, Glendale, AZ 85301
   CONTACT PERSON: Mark Burdick - Chief
   TELEPHONE: (623) 772-7191 E-MAIL ADDRESS: mburdick@glendalaz.com

4. COMPANY NAME: Arizona Spine Center
   ADDRESS: 333 W. Thomas Rd, Ste 202, Phoenix 85013
   CONTACT PERSON: Zoran Maric, M.D.
   TELEPHONE: (602) 274-0480 E-MAIL ADDRESS: zmaric1@cox.net

5. COMPANY NAME: City of Tempe
   ADDRESS: 20 E. 6th St., 2nd Floor, Tempe, AZ 85281
   CONTACT PERSON: Chris Hansen
   TELEPHONE: (480) 350-2904 E-MAIL ADDRESS: christopher_hansen@tempe.gov

6. COMPANY NAME: Salt River Pima Maricopa Indian Community
   ADDRESS: 10005 E. Osborn Rd., Scottsdale, AZ 85256
   CONTACT PERSON: David Bunce - Fire Chief
   TELEPHONE: (480) 850-8239 EMAIL ADDRESS: david.bunce@srpmic.gov

YORK

April 16, 2013

To Whom It May Concern,

I have worked with STI for approximately 17 years. During this time period they have provided services to multiple clients. I have found their therapy services and customer service to be top notch. Their staff is highly trained and very committed to excellent outcomes as quickly as possible. Injured workers are treated with respect and dignity while following the physician's treatment plan. Their utilization review services are also very valuable in driving the right outcomes.

I appreciate their commitment to patient care and optimal outcomes for all involved parties. I plan to continue working with STI for many years to come and do not hesitate to recommend them.

Sincerely,

Deborah S. Baker
Sr. Vice President
West Region

York Risk Services
5353 N. 16th Street, Suite 250
Phoenix, AZ 85016

480.606.5580 **office**
800.890.7418 **toll free**
614.717.6109 **fax**
602.743.5728 **cell**

www.yorkrsg.com

City of Phoenix

PERSONNEL DEPARTMENT

Monday, March 26, 2012

To whom it may concern,

Please allow this letter to serve as a professional recommendation for STI Physical Therapy and Rehabilitation. The City of Phoenix has worked with STI since 2010 when they, and their STICare network, were awarded our occupational physical therapy services contract. I have been very pleased with the service STI has provided our injured employees. The injured workers get treated quickly and are provided a high level of service from STI's dedicated care coordinators, through their clinical group.

In addition, we have seen greater in-network access with their wide area network coverage and alliance with Preferred Therapy Providers. Their care coordinators work diligently and professionally to steer injured workers to network clinics. Because of this, we have realized cost savings in our first year of the contract.

STI offers other services that we find useful and valuable as well. These include their ability to create wellness and injury prevention strategies and programs for our various departments. Their knowledge and expertise as it pertains to the full work injury management continuum from injury to return to work is much appreciated.

Please feel free to contact me should you have any further questions.

Sincerely,

Dave Booth

Dave Booth
Safety Supervisor
City of Phoenix Human Resources Department
(602) 262-4665
(602) 534-3978 fax

GLENDALE

Elaine Scruggs
Mayor

Ed Beasley
City Manager

MARK BURDICK
FIRE CHIEF

March 29, 2012

To Whom It May Concern:

It is my pleasure to write this letter as a professional recommendation for Strength Training, Inc. (STI) Physical Therapy and Rehabilitation. In 2009, The Glendale Fire Department started a partnership with STI with the inception of the Glendale Health Center. I have been very pleased with the service STI has provided our injured firefighters. The firefighters get treated quickly and are provided a high level of service from STI's dedicated care coordinators, through their clinical group. In addition, the STI Trainers provide exceptional service, during the functional movement screening portion of the annual firefighter physicals, to not only our firefighters but to the other fire agencies that utilize our Health Center. Prior to 2009, Glendale Firefighters have had a long-standing relationship with the STI Physical Therapists and Training Staff as they have provided top level care for their rehabilitative needs.

In addition, we have seen greater in-network access with their wide area network coverage and alliance with Preferred Therapy Providers. Their care coordinators work diligently and professionally to steer injured firefighters to network clinics. Because of this, we have realized cost savings since our first year of the contract.

STI offers other services that we find useful and valuable as well. This includes their ability to create wellness and injury prevention strategies and programs. Their knowledge and expertise as it pertains to the full work injury management continuum from injury to return to work is much appreciated.

Please feel free to contact me at 623-930-4401 or at mburdick@glendaleaz.com if you have any questions.

Sincerely,

Mark Burdick

City of Glendale Fire Department
5800 West Glenn Drive, Suite 350 - Glendale, Arizona 85301
Office 623-930-4400 - Fax 623-847-5313
"Fast, Caring, Innovative and Professional"

Rural/Metro Corporation

Thursday, March 22, 2012

To whom it may concern,

Please allow this letter to serve as a professional and personal recommendation for STi. I have worked with STi for a number of years and sent countless injured employees to their therapists to resolve on the job injuries because I consistently see positive results in a timely manner. I have also received positive feedback from the injured employees about the type of treatment, caring and quick response they received from STi. What I believe is an even more important testament of my belief in STi is that after my own shoulder surgery I completed my own rehab with STi. I have also had my daughter treat at STi for her own sports related injuries. I continue to use STi for physical therapy services and I look forward to a long partnership in the future.

Ken Davis
Director of Risk & Claims Management
Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258

TEMPE
2003

City of Tempe
P. O. Box 5002
20 E. Sixth Street
Tempe, AZ 85280
480-350-8898
480-858-2171-fax
www.tempe.gov

Tempe

THE TEMPE WAY *Our Mission* To make Tempe the best place to live, work and play. *We value* People... Integrity... Respect... Openness... Creativity... Quality...

FINANCIAL SERVICES DEPARTMENT
Risk Management Division

April 9, 2012

To Whom It May Concern:

I have been doing business with Strength Training Institute for approximately 15 years and they have always been responsive, professional and flexible in providing services I have requested. Whether I have handled industrial injury cases internally, with an insurance carrier, or with a third party adjuster, STI has been willing to collaborate with all parties involved in providing the best possible services to our injured employees, with a goal of the best possible outcome for all.

In addition to providing physical therapy and rehabilitation services, STI does a fantastic job with their outreach education programs relative to wellness and back injury prevention. They have been well received by our work groups and the information and resources they have provided have been invaluable. We will continue doing business with STI and look forward to any new products or services they have to offer in the future.

Regards,

Laura Guerrero

Laura Guerrero
Risk Manager
City of Tempe
laura_guerrero@tempe.gov

ROBERT L. LEVITIN, MD

Phone: (602) 277-9041
robertlevitin@gmail.com

1151 E. Ocotillo Rd.
Phoenix, AZ 85014

EDUCATION

MD	Ohio State University, College of Medicine Columbus, OH	June 1966
BA	Ohio State University, College of Arts and Sciences Columbus, OH	June 1962
DG	Amundson High School Chicago, IL	January 1958

POST-DOCTORAL TRAINING

Residency *(Community Health)*, Ohio State University College of Medicine, Department of Preventive Medicine Columbus, OH	October 1970– July 1972
Residency *(Pediatrics)*, Columbus Children's Hospital	July 1970– September 1970
Internship *(Rotating)*, Mount Carmel Medical Center Columbus, OH	July 1966 – July 1967

MEDICAL LICENSURE

State of California, October 1991
#Co43007

State of Arizona, August 11, 1978
#100732

State of Ohio, June 15, 1966
#29254

State of New Mexico, October 7, 2004
#MD2004-0522

SPECIALTY BOARD CERTIFICATION

American Board of Preventive Medicine in Occupational Health – 1976

ACADEMIC APPOINTMENTS

Associate, Family and Community Medicine Department — 1980 – 1991
University of Arizona, College of Medicine

Clinical Instructor, Department of Preventive Medicine — 1973 - 1978
The Ohio State University, College of Medicine

AFFILIATED INSTITUTIONS

Arizona Medical Association — 1979 – 1991
Member, Occupational Health Committee

Tucson Medical Center — 1978 – 1991
Consulting Scientific Staff

St. Mary's Hospital — 1978 – 1991
Associate Staff
Tucson, AZ

St. Joseph's Hospital — 1978 – 1991
Associate Staff
Tucson, AZ

Alcoholism Council of Southern Arizona — 1980 – 1982
Vice President – Board of Directors

Columbus Area Council on Alcoholism — 1977 - 1978
President
Columbus, OH

PROFESSIONAL ASSOCIATIONS AND SOCIETIES

American Medical Association

Arizona Medical Association

American College of Occupational and Environmental Medicine
- **Speaker**, ACOEM House of Delegates — 1998 – 1999

- **Speaker-Elect**, ACOEM House of Delegates — 1997 – 1998
- **Recorder**, ACOEM House of Delegates — 1996 – 1997
- **General Conference Chair,** American Occupational Health Conference — April 1995
- **Delegate,** ACOEM House of Delegates — 1988 – 1997
- **Fellow** — 1978

Western Occupational and Environmental Association

- **General Conference Chair**, Western Occupational Health Conference — April 2001
- **Chairman of the Board** — 1993 – 1994
- **President** — 1992 - 1993
- **President-Elect** — 1991 - 1992
- **1st Vice President** — 1990 - 1991
- **Treasurer** — 1989 - 1990
- **Board Member** — 1986 - 1989

PROFESSIONAL EXPERIENCE

Medical Director – STI Physical Therapy — March 2014

Occupational Health Physician
Scottsdale Healthcare, Scottsdale, AZ — June 2010 – December 2013
Occupational Health Department

Medical Director
Scottsdale Healthcare, Scottsdale, AZ — December 2004 – June 2010
Occupational Health Department

Medical Consultant
MATRIX Absence Management, Phoenix, AZ — February 2007 – December 2010

Consultant in Occupational Medicine — November 1997 – December 2004

- *The Boeing Company*, Mesa, AZ
- *HIH Insurance Company*, Phoenix, AZ
- *Pinnacle West Corporation*, Phoenix, AZ
- *CorVel Corporation*, Phoenix, AZ
- *CompPartners*, Irvine, CA
- *Scottsdale Healthcare*, Occupational Health, Scottsdale, AZ

Western Region Medical Director
Concentra Medical Centers, Phoenix, AZ — April 1996 – November 1997

Medical Director
Great States Insurance Company, Phoenix, AZ — May 1994 – April 1996

Occupational Medicine Department Chair
CIGNA Healthcare of Arizona, Phoenix, AZ — November 1991 – May 1994

Medical Director,
Mesa Lutheran Hospital, Mesa, AZ — January 1991 – November 1991
Occupational Medicine Department

Medical Director
Occupational Health Center, Tucson, AZ — December 1980 – December 1990

Occupational Medicine Department Chair
Thomas Davis Medical Center, Tucson, AZ — August 1978 – December 1980

Medical Director
Battelle Memorial Institute, Columbus, OH — October 1973 – August 1978

Staff Physician
John W. Wilce Health Center — August 1972 – October 1973
The Ohio State University, Columbus, OH

MILITARY SERVICE

Captain – Medical Corps, United States Air Force
Albrook AFB, Canal Zone — July 1967 – July 1970

ADDITIONAL PROFESSIONAL TRAINING

Medical Review Officer Certification Council
- Medical Review Officer Certification
- Certificate# 11-09196

University of California, Irvine, University Extension — October 1994 – July 1995
- FHP Medical Management Certificate Program

FORMAL TEACHING OF PEERS

Presenter, "*24 Hour Managed Care*" — April 1995
American Occupational Health Conference

LANGUAGES

English: Native Language

Spanish: Fluent in Oral and Written Communicatio

COMPUTER SKILLS

OHM Proficient

James L. Maher

President and Founder of Strength Training Inc.

Education

- Bachelor of Arts Health and Physical Education
- Extended Studies in Nutrition, Kinesiology and Fire Science

Foundational Years

- Phoenix native, family arrived in Arizona in 1928
- Interest in strength training began very early progressing with extensive study in the areas of health and fitness
- By junior high began developing what would soon evolve into his training philosophy
- Freshman year in high school began training both Glendale High School football players and track team members
- Age 15, won first National Olympic Lifting Championship. This would be the first of three teenage national championship wins culminating in four national records.
- Age 19, member of the Junior World Olympic Lifting Team
- Age 24 and 25, second place finishes in Men's National Power Lifting; Business obligations shortened competitive lifting career

Professional Accomplishments

- 1979 began professional training career at Jon Cole Systems (JCS), an athletic training center in Scottsdale, AZ, working with the Greenbay Packers, Arizona State football team and Phoenix Suns while developing and running the Strength Rehabilitation Area for JCS.
- 1980-1985 Glendale Firefighter
- January 1981, opened the first Strength Training facility
- 1981 began training police and firefighters for the National World Police and Fire Olympics. Over the next five years had numerous world and national championships in track and power lifting.
- 1981 -1991 Trained world class and Olympic athletes in track and field, football and basketball.
- 1982-1987 Strength Consultant for Glendale Community College. Glendale went from a nine year losing streak to four National Championship games and two Regional Championships
- 1983-1991 Strength Consultant for the Phoenix Suns
- 1984-1989 Strength Consultant for Grand Canyon University basketball team, during this time period Grand Canyon had four Final Four appearances
- 1985-1986 developed Anterior Cruciate Ligament and Posterior Crusciate Ligament, *Closed Kinetic Chain Rehabilitation Protocol*, for medical review.
- 1985 officially began development of the Phoenix Fire Department "medical/health/fitness program." Each firefighter goes through different facets of this program during the duration of employment. This program was the number one program in the nation beginning in its second year.

- In the mid-1990's as business continued to grow and expand the day-to-day duties urged a closeout to professional athletic training and to his therapeutic work around 2001
- 2009 assisted in development and operation of Glendale Health Center providing annual physicals and work injury management for fire, police and City of Glendale

Affiliations

- Governors Council of Health and Physical Fitness
- National Strength Coaches Association
- Served as Phoenix Fire Dept Liason for the medical/health/fitness program for fire departments around the country
- 1983-1992 Deputy Boxing Commissioner of AZ
- Served as liason for Arizona high schools, colleges and universities strength training and medical advice and information
- Served as advisor to the Minnesota Vikings
- Served as advisor for Phoenix Police Department in development of their medical health and fitness program
- Served as advisor to DEA, DPS, Highway Patrol, Local FBI, Rural/Metro, Tempe, Mesa, Glendale, Peoria an Phoenix fire departments

Speaking Engagements

- Arizona Worker's Compensation Claims Examiners
- State Fund Board of Directors
- Arizona State Coaches Association
- Phoenix Fire Department National Seminar for Medical/Health/Fitness
- Arizona Trial Attorney's Association
- Rehabilitation Insurances Nurses Group
- Wellness and Injury Prevention Presentations
    - City of Phoenix Departments- Housing, Streets and Waterworks
    - City of Surprise
    - Daisy Mountain Fire
    - City of Tempe
    - City of Mesa

In addition to the daily responsibilities of marketing and administrating this organization, Jim has been and continues to be an innovative leader in the field of *strength training, functional rehabilitation and wellness and prevention.*

Mark D. Hyland, OTR/L, CHT
Diplomate American Board of Disability Analysts

Education
- University of Alberta, Bachelor of Science in Rehabilitation Medicine: Occupational Therapy emphasis graduated 1989.
- University of Saskatchewan, Bachelor of Science in Psychology: Graduated 1986.
- Trained in the McKenzie Method of Mechanical Spinal Evaluation
- Certified functional capacity evaluator
- Hand Therapy Certification Committee: Certified Hand Therapist, 1996.
- University of Florida: Certified Med-x lumbar and cervical operator, 1992.
- University of Florida: Certified in spinal musculoskeletal evaluation and rehabilitation, 1992.

Work Experience
- *Director of Clinical Operations,* STI Physical Therapy and Rehabilitation, Inc.1994- present. Responsibilities: Work/Industrial Programs and Hand Therapy, outpatient orthopedics, sports physical therapy, adult rehabilitation, work hardening/conditioning, hand and U/E rehab, functional capacity evaluations, ergonomic job analysis and consultation, interdisciplinary team management, clinical operations, staffing and employee development, physician relations, provider network management, finances, contracting, credentialing and marketing.
- *Utilization and Peer Reviewer Consultant,* Medrisk, May 2009 – current.
- *Utilization and Peer Reviewer Consultant,* Preferred Therapy Providers, April 2011 - current
- *Injury and Disability Management Consulting,* 1993 to Present, ergonomics, job analysis/descriptions, prework screens, functional capacity evaluations, ADA and OSHA compliance, early return to work programs, transitional/modified/light work duty programs, wellness, prevention programs, case management/review
- *Medical-legal and forensic rehabilitation consulting.* Areas of expertise include standards of care for occupational and hand therapy, residual functional capacity and work tolerances following injury, impairment and disability. Experienced as both plaintiff and defense expert 1998 - present.
- *Director,* Arizona Spine Rehabilitation Center, 1991-1994. Responsibilities: Patient care, clinical program development, functional/work capacity evaluation, daily operations, staffing, employee development and productivity, physician relations, business development and marketing.
- *Staff Occupational Therapist,* Therapy Rehabilitation Services, March 1991 to August 1991: outpatient orthopedics, neurological inpatient rehab.

Certifications/Affiliations
- Certified Hand Therapist (CHT)
- ASTYM certified provider
- Diplomate American Board of Disability Analysts (ABDA)
- Progressive Goal Attainment Program (PGAP) provider
- Workwell Work Systems, Certified FCE Evaluator
- American Society of Hand Therapists (ASHT)
- American Occupational Therapy Association (AOTA)
- Charter member Praxis Partners
- International Association of Rehabilitation Professionals (IARPS)
- Licensed by Arizona Board of Occupational Therapy Examiners (#0461)
- National Federation of Independent Business (NFIB), Safety Committee
- City of Phoenix Fire Department
- Arizona Worker's Compensation Claims Association (AWCCA)
- Arizona Self Insured Association (ASIA)
- Arizona Work Disability and Prevention Association charter member (AWDPA)
- CPR Certified

Speaking Engagements/Lecturers/Presentations

- Arizona Trial Lawyers Association 1995
- Rehabilitation Insurance Nurses Group (R.I.N.G) 1996
- Arizona Association of Industry 1997
- American Society of Safety Engineers 1998
- Arizona Worker's Compensation Claims Association 1999
- National Association of Rehabilitation Professional (NARPPS) 1999
- Association of Legal Administrators (ALA) 2000
- Arizona Trial Lawyers Association (2001)
- Arizona Institute of Minimally Invasive Surgery (2001)
- Arizona Worker's Compensation Claims Association (AWCCA) April 03
- Texas Back Institute Annual Educational Conference, February 2004 – *The OT in Work Rehab*
- Scottsdale Healthcare Annual Occupational Health Conference October 2005 – *The Aging Worker – A Risk All Employers Should Not Ignore*
- Workers' Compensation in Arizona, PESI Seminar October 2005 – *When to Consider an FCE*
- Arizona Worker's Compensation Claims Association Feb 2008 – *Rehabilitation Outcomes and Evidenced Based Practice*

Publications

- Phoenix Fire Department, *The Job of Firefighting – An Analysis, Oct. 1995 (unpublished)*
- Arizona Claims Examiner, *When Should You Consider an FCE?*, Sept. 1999.
- Rehab Management, *Patient Compliance in Low Back Pain*, May/June 2000.
- OT Week, *Gaining a Foothold in Industry: Injury Prevention*, Vol. 13, March 1999.
- Rehab Management, *Industrial Expansion: The Story Behind Onsite Industrial Rehab Services*, August/Septemeber 2001.
- Arizona Claims Examiner, *Mercedes or Ford? The Choices We Make in the Managed Care Environment.* April/May 2002.
- PT Products Magazine, featured in cover article Nov. 2005

Awards and Achievements

- May 2002: AOTA Distinguished Service Award.
- July 1999 – June 2002: AOTA Work and Industrial Programs Standing Committee Member.

KEVIN SCOTT LADIN, M.D.
1331 N 7th St., Suite 360
Phoenix, AZ 85006
Telephone: (602) 246-9002

PERSONAL DATA:

Date of Birth: May 9, 1960
Place of Birth: North Miami Beach, Florida
Citizenship: U.S.A.

CURRENT POSITION:

Medical Director
Center for Physical Medicine & Rehabilitation, P.C.
Phoenix, Arizona

EDUCATION:

Post Graduate: Resident in Rehabilitation Medicine
Cornell University Cooperating Hospitals Program
July 1989- June 1992

Resident in Internal Medicine
Albert Einstein Medical Center
York and Tabor Roads
Philadelphia, PA 19141
June 1988-June 1989

M.D.: *Medical College of Pennsylvania*
3300 Henry Avenue
Philadelphia, PA 19129
June 1988

B.S.: *Pennsylvania State University*
University Park, PA 16802
Major: Science, with Honors
May 1984

CERTIFICATION:

Board Certified, American Board of Physical Medicine and Rehabilitation
Board Certified, American Board of Physical Medicine and Rehabilitation, Subspecialty Pain Medicine

CLINICAL ROTATIONS:

Albert Einstein Medical Center
York and Tabor Roads
Philadelphia, PA 19141
Responsibilities: inpatient, ambulatory and critical care medicine; night coverage; extensive ancillary services

New York Hospital – Cornell Medical Center
525 East 68th Street

New York, New York 10021
Responsibilities: inpatient and ambulatory Physical Medicine and Rehabilitation; hospital consultation; pediatric rehabilitation; electrodiagnosis; cardiac rehabilitation; prosthetic and orthotic clinics; resident teaching; night coverage; frequent didactic presentations

Memorial Sloan-Kettering Cancer Center
1275 York Avenue
New York, New York 10021
Responsibilities: ambulatory Physical Medicine and Rehabilitation; pediatric cancer rehabilitation; hospital consultation; lymphedema management program; chronic pain management; frequent didactic presentations

St. Barnabas Hospital
4422 Third Avenue
Bronx, New York 10021
Responsibilities: inpatient and ambulatory Physical Medicine and Rehabilitation; hospital consultations; electrodiagnosis

Lenox Hill Hospital
100 East 77th Street
New York, New York 10021
Responsibilities: Extensive electrodiagnostic studies

PROFESSIONAL MEMBERSHIPS:

American Board of Physical Medicine and Rehabilitation – Diplomate
National Board of Medical Examiners – Diplomate
Fellow, American Academy of Physical Medicine and Rehabilitation
Active Member, American Medical Association
Active Member, Maricopa County Medical Society
Fellow, Physiatric Association of Spine, Sports and Occupational Rehabilitation

RESEARCH AND OCCUPATIONAL BACKGROUND:

September 2013: The Examiner "OPIOIDS: THE GOOD THE BAD & THE EVIL"

September 2003: The Examiner "Pain Management in Workers' Compensation"

September 2001: The Examiner "Challenges in Worker's Compensation: A Physician's Perspective"

Summer 1999: The Medical Reviewer "Fibromyalgia: Controversies in Diagnosis and Treatment"

September 1998: The Examiner "Distinction Between Impairment and Disability in Workers Compensation"

COURSES:

Lower Limb and Spinal Orthotics
New York University Post – Graduate Medical School

Electrodiagnosis
New York Medical College

Conservative Management of Low Back Pain
The New York Back Society

HONORS AND RECOGNITION:

2010	Phoenix Magazine "Top Docs"
2009	Phoenix Magazine "Top Docs"
2005	Phoenix Magazine "Top Docs"
1984:	Named "University Scholar" – Pennsylvania State University
1982 - 1984:	Special Mention, Honors Biology Research – Pennsylvania State University "The mechanism of gynandromorph transmission in Bracon hebetor" Alpha Epsilon Delta Honor Society Dean's List

PRESENTATIONS: (most recent)

September'12	International Association of Rehabilitation Professionals "Fibromyalgia Syndrome: Current Concepts"
Aug'09-11	*The University of Arizona College of Medicine-Phoenix in partnership with Arizona State University* "Pain: Measurement and Management" PGY III Lecture Series
June'11	Geico "Pain: Measurement and Management"
September'10	Travelers/St. Paul "Pain: Measurement and Management"
May'10	Travelers/St. Paul "Pharmacological Management of Chronic Pain"
September'09	Western Occupational Health Conference "Power Orthopedics: The Spine"
May'09	State of Arizona Department of Energy and Military Affairs Joint Programs "The Independent Medical Evaluation"
March '09	ADOA Risk Management "The Independent Medical Evaluation"
Feb '09	Travelers/St. Paul "The PM&R/Pain Physician & Pharmacist"
Oct '08	Asia Fall Seminar "The PM&R/Pain Physician & Pharmacist"
May '07	Corvel Corporation "Panel Discussion Case Study"

TEACHING APPOINTMENTS

The University of Arizona, College of Medicine-Phoenix - Clinical Assistant Professor of Neurology
Midwestern University - Adjunct Assistant Professor - Division of Clinical Education

PROFESSIONAL EXPERIENCE:

State Bar of Arizona
Arbitrator Panelist
Phoenix, Arizona
2006

Panel Consulting Physician,
Department of Economic Security, State of Arizona
Phoenix, Arizona
1992 – Present

Associate, Center for Spine Care
Phoenix, Arizona
March 1993 – July 1994

Associate Medical Director
Central Arizona Rehabilitation Hospital
Chandler, Arizona
July 1992 – March 1993

House Physician
Gracie Square Hospital
New York, New York
1990 – 1992

House Physician
Parkway Hospital
Queens, New York
1989 – 1991

Emergency Room Physician
Albert Einstein Medical Center
Philadelphia, PA
1988 – 1989

LICENSURE:

Arizona	#20895	Pennsylvania	#MD-046881-L
New York	#179157	Federal DEA	#FL3326976

Certified in Advanced Cardiac Life Support/Basic Life Support

REFERENCES: Available upon request

EXHIBIT B

Agreement for Occupational Health and Medical Services

EQUIPMENT

The City will provide and maintain the following equipment:

Type of Equipment	COG inv_id	serial_no	location_id
X-Ray Machine	COG25531	170-11893	*GRPSTC H-7*
Pulmonary Machine	COG23788	AJS01277	*GRPSTC H-15*
Hearing Test Machine	COG23779	BC 181 559	*GRPSTC H-6*
Treadmills 1	COG23780	Q5005279	*GRPSTC H-4*
Treadmills 2	COG23781	Q5005278	*GRPSTC H-5*
Vision testing 1		815600299	*GRPSTC H-17*
Scales 1		4020057900	*GRPSTC H-18*
Scales 2		4020057905	*GRPSTC H-19*
Microwave		801TAXT02098	*GRPSTC H-32*
Refrigerator 1		DR312701	*GRPSTC H-13*
Refrigerator 2		AR312536	*GRPSTC H-32*

EXHIBIT C

Agreement for Occupational Health and Medical Services

STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor may provide staffing as follows:

a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.

b. A pool of no more than four (4) physicians will be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.

c. **PHYSICIAN**: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)

   a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:

      1) Director will act as the liaison between the contracted clinical staff the Health Center Deputy Chief and Glendale Human Resources and Risk Management. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations; will implement ongoing wellness programs for fire department personnel and City employees; will evaluate industrial injuries, and will serve as the Certified Medical Review Officer (MRO) for the City's drug and alcohol testing program.

      2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.

      3) Responsible for performing all elements of City's physicals, pre-employment physicals for City employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.

      4) Will perform consultations for City employees and potential employees with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.

      5) Will interface with City employees and their primary care physicians to assure proper health care.

      6) Will develop, update and revise procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.

      7) Will participate in research projects regarding public safety and city of Glendale employee health and fitness.

      8) Will prepare and present educational materials to public safety and city of Glendale employees for training relating to health and wellness.

   b. Minimum Qualifications:
   Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification. Must demonstrate substantial experience in the following areas: internal medicine, cardiovascular disease, medical toxicology, and occupational medicine. Must be familiar with and have experience working

within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST and OSHA regulations, as well as DOT Drug and Alcohol collection and testing and Industrial Commission of Arizona Rules.

d. **PHYSICIAN ASSISTANT** - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.

2) Will support and implement on-going wellness program for fire department personnel and city of Glendale employees.

3) Will evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.

4) Will perform pre-employment physicals for City employees and potential employees.

5) Will perform DOT/FMCSA exams and interface with city employees and their primary care physician to assure proper health care.

6) Will perform Drug and Alcohol testing for city employees and potential employees in accordance with DOT/FTA and FMCSA.

7) Will interface with fire fighters, police officers, and City employees and their primary care physician to assure proper health care.

8) Will develop, revise and update health care, policy, and other procedures at the Health Center, as needed.

9) Will participate in research projects in public safety and city of Glendale employees health and wellness.

10) Will prepare materials a necessary to assist in the health care and fitness training of public safety and city of Glendale employees.

b. Minimum Qualifications.
Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate substantial experience in the following areas: family practice, occupational medicine, preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZ POST, OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules.

5. **CLINICAL MANAGER/REGISTERED NURSE** - FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will assist with preparation of charts and management of the flow of patients.

2) Will perform back office evaluations, vision, pulmonary function, hearing, and body composition examinations.

3) Will perform first aid physicals, evaluate, treat and follow up on industrial injuries

4) Will perform phlebotomy and administer medications as needed.

5) Will perform resting 12-lead EKS's and stress tests.

6) Will assist with infectious exposure consults and follow-ups.

7) Will transcribe back office evaluations onto medical records.

8) Will assist physicians with data collection for studies.

9) Will assistant physicians with treatment of medical patients.

10) Will assist with maintenance and stocking of medications and medical supply inventory.

b. Minimum Qualifications.
Registered nurse in the state of Arizona with experience in occupational medicine, orthopedics and infectious disease. Must be ACLS certified, having two years' experience in treadmill testing, immunizations and schedules. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZPOST,OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules.

6. **CERTIFIED RADIOLOGY TECHNICIAN (CRT)** - FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.

2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.

4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

5) Will prepare and maintain accurate documentation.

b. Minimum Qualifications.
Must be Board Certified in Arizona with a certification, or diploma, from an approved/accredited school of Radiology Program with a minimum of two year's experience.

7. **MEDICAL ASSISTANT –** FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.

2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.

3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.

4) Will prepare and maintain accurate documentation.

5) May be responsible for scheduling public safety physicals.

b. Minimum Qualifications.
Must have successfully completed a Medical Assistant Program through an accredited Institution with a minimum of two years' experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. **RECEPTIONIST/SCHEDULER** - FULL OR PART TIME (Permanently Assigned)

   a. Must be qualified and capable of performing the following responsibilities:

      1) Will be responsible for patient's medical and immunization record data entry.

      2) Will answer telephones.

      3) Will maintain sign-in log for both medical and industrial patients.

      4) Will record all patients' visits in the computer.

      5) Will prepare computerized medical charge sheets.

      6) Will perform light typing for chart preparation.

      7) Will verify appointments and prepare charts for physical examines.

      8) Will assist patients with industrial paperwork

      9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.

      10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

   b. Minimum Qualifications.
      Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back office skills and experience, and the ability to interact professionally with City personnel and medical personnel.

EXHIBIT D

Agreement for Occupational Health and Medical Services

CONFIDENTIALITY AGREEMENT

Confidentiality and Non-Disclosure Agreement

I, _____ do affirm that I will not divulge City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information to any unauthorized person(s) for any reason. Neither will I directly nor indirectly use, or allow the use of, City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information, including HIPPA protected information for any purpose other than that directly allowed by statutes, laws, rules and regulations, ordinances, associated with the operation and services provided at the Glendale Health Center. I understand that personal health information, personal identification, taxpayer, attorney/client and other confidential information, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any City of Glendale documents, personal health, personal identification, taxpayer, attorney/client or other confidential information.

Federal and/or state law protects disclosure of personal and health information and taxpayer information. Violation of confidentiality is cause for legal action where you and or your Company can be held personally liable.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.

Signed: _____ Date: _____

Printed Name: _____

Company Name: _____

EXHIBIT E

Agreement for Occupational Health and Medical Services

CONTRACTOR PRICE SHEET AND CLARIFYING RESPONSE

GLENDALE	**SOLICITATION NUMBER: RFP 14-07** **MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

6.1 PRICE SHEET

6.2 SERVICE FEE

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	No Charge
2	Annual Physical Exams	See Attached
3	CBD with Diff (Complete Blood Count)	$ 14.00
4	CMP (Comprehensive Metabolic)	$ 10.00
5	Coordinate/Bill Worker Compensation Claims	No Charge
6	DOT/CDL Physical Exams	$ 45.00
7	DOT/Non-DOT Drug and Alcohol Screens	$ 35.00
8	AZPOST Drug/Alcohol Screens	$ 35.00
9	EKG	$ 50.00
10	Employee Assistance Program referral	No Charge
11	Flu Shots	$ 25.00
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	$ 100.00
13	Immunizations & Injections	See Attached
14	Initial Fracture Care	20% off ICA fee
15	IV Hydration	20% off ICA fee
16	Lab Draws/Testing (CLIA)	$ 15.00
17	Lift Test	$ 70.00
18	Occupational Therapy	20% off ICA fee
19	On-call Services for Post-Exposure Prophylaxis (PEP)	$ 50.00 per Call
20	Evaluation and treatment of first aide injury	$ 25.00
21	Evaluation and treatment of initial workers' comp injury	20% off ICA fee
22	Follow up treatment of workers' comp injury	20% off ICA fee
23	Pharmacy	N/A
24	Physical Therapy	20% off ICA fee
25	PPD (TB Skin Test)	$ 15.00

Company Name STI

GLENDALE	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

ITEM	DESCRIPTION OF SERVICE	COST
26	Pre-employment Physicals	See Attached
27	Prostate Exams	$ 50.00
28	Auditory Function Tests	$ 25.00
29	Vision Tests	$ 10.00
30	Public Safety Physicals (Police & Fire)	See Attached
31	Pulmonary Function Tests	$ 55.00
32	Radiology (administer in-house, send out for reading)	20% off ICA fee
33	Randomizing of Drug & Alcohol Screens	$ 50.00
34	Routine Hearing Services (CDL Requirements)	$ 20.00
35	Routine Vision Services (CDL Requirements)	$ 15.00
36	Sick Visits	Copay/Coins
37	Spirometry (lung function) (Fire/Police)	$ 55.00
38	Stress Tests	$ 150.00
39	Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
40	Urinalysis (for CDL, Random, Etc.)	$ 10.00
41	Walk-In Services: Non-worker's comp	Copay/Coins
42	Feel free to list additional services we have left out.	See Proposal
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing , by CPT code, in your Cost Proposal.	Contracted out @ negotiated
44	Please describe your quality assurance program or process.	See Proposal
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCD)	20% $ 575.00

6.3 **DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days**

Comply: YES [X] NO [ ]
If your answer is NO, please state terms offered: _____

6.4 **TAX AMOUNT** Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Company Name STI

RFP 14-07 Price Sheet Addendum

Physicals	
Fire Fighter	$575
Police-AZ Post baseline	$360
Police-AZ Post annual	$280
Police-EOD (new & exisiting)	$430
Police-Reserve	$400
Police-Existing SWAT	$270
Police-New SWAT	$430
EMS-NonSworn	$350
No Show Physical	$80
Immunizations	
Hep A	$54.00
Hep B	$51.00
MMR	$55.00
TdaP	$40.00
Varicella	$70.00
Td	$25.00
Hearing Conservation with audiogram	$28.00
Review of Respiratory Questionnaire	$10.00

GLENDALE

September 8, 2014

Mr. James Maher
President
Strength Training Inc. DBA STI Therapy Division
17233 N. Holmes Blvd, Suite 1650
Phoenix, AZ 85053-2030

Re: Price Sheet Clarifying Questions
RFP 14-07
Medical Occupational Health Services at Glendale Health Center

Dear Sir:

In order for the City of Glendale to continue its evaluation of your company's proposal, the following must be resolved through clarification. "Clarification" includes questions and answers for the sole purpose of gathering information in a proposal. Clarification does not otherwise afford the offeror the opportunity to alter or change its bid or proposal.

Please respond to these questions **on or before 5:00 PM Local Time, September 22, 2014** to avoid delays in the evaluation process. Please email your response to: egarcia1@glendaleaz.com Failure to provide this information within the stated time period may result in your proposal being deemed non-responsive, therefore, not considered for award. If you have any questions/concerns, please contact me. Thank you for your prompt attention to this request.

Sincerely,

Elmer Garcia, CPPB
Contract Analyst
City of Glendale
Finance/Materials Management Dept
5850 West Glendale Avenue, Ste 317
Glendale, AZ 85301
Email: egarcia1@glendaleaz.com

GLENDALE

RFP 14-07

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER

PRICE SHEET

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire)

ITEM	DESCRIPTION OF SERVICE	CLARIFYING QUESTION
2	Annual Physical Exams	Confirm the costs quoted for annual physical exams (non CDL/DOT, nonpre-employment and non-public safety (police and fire) for current employees. For each of the annual physical exam costs quoted, explain what tests are included. Indicate if there are any other costs listed that would be in addition to the price quoted.
3	CBD with Diff (Complete Blood Count)	If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? Please define (for example, if CBD is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)?
4	CMP (Comprehensive Metabolic)	If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? Please define (for example, if CMP is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)? What is included in this cost?
6	DOT/CDL Physical Exams	Are there any other tests that would be in addition to the cost quoted for this exam? If so, explain. Confirm the cost is for all employees (including police/fire) if a CDL exam is required.
7	DOT/Non-DOT Drug and Alcohol Screens	Are there any other tests that would be in addition to the cost quoted for this exam? If so, explain. What is the separate cost for just a drug screen and the separate cost for just an alcohol screen?
9	EKG	Is this cost stand alone and not in conjunction with physicals or any other costs?
13	Immunizations & Injections	What are your costs for the following immunizations: Hemoglobin A1C Hep B Surface Antibody Titer TB Questionnaire-Define what this cost is. If an employee comes in for an immunization, is there any administration charge?
14	Initial Fracture Care	What is the cost for non-work related injuries that do not occur as a result of a workers' compensation injury?
15	IV Hydration	What is the cost for non-work related (not workers' compensation)?
16	Lab Draws/Testing (CLIA)	Clarify what is included in this cost.

		Will all blood draws/testing be charged this cost in addition to any blood draws required in other costs? Will the blood draw/testing be completed on site at the COG clinic?
17	Lift Test	Is the lift test included in other costs where it is required, or is it in addition to? What is the cost for public safety (police-fire) employees? What is the cost for non-public safety employees? Define what is done for this cost.
18	Occupational Therapy	If occupational therapy is needed for non-worked related injury/illness, what is the cost?
19	On-call Services for Post Exposure Prophylaxis (PEP)	Initial Call: · 24/7/365 Hotline number? If so, what is the number? · Who is the officer or firefighter speaking with? · What information/service is included when speaking with the officer or firefighter? · If prophylaxis treatment is needed where is the officer/firefighter sent? Is the location open 24/7/365? · Cost of the initial call · Cost of the prophylaxis Baseline testing: · If baseline testing of the officer/firefighter cannot wait until the next business day to go to the Glendale Health Center, where would the officer/firefighter go for the baseline? · Is counseling included during the initial visit whether going to the Health Center or another facility? · Cost Follow-up visits: Follow-up visits: · Cost for additional follow-up testing · How will you create reminders of follow-up testing to be communicated to the officer/firefighter? Police Department/Fire Department Safety Officers: · Do you have a lab that source blood can be taken to by the Safety Officer? · Location(s) · Hours of operation · Will you provide a requisition form that the Safety Officer can utilize when taking in source blood to the lab? · Turnaround time for notification to the Safety Officer regarding source blood results? · Any costs associated with the source blood testing?
24	Physical Therapy	If PT is needed for non-workers' comp what is the cost?
25	PPD (TB Skin Test)	Does the cost quoted include administration and read?
26	Pre-employment physicals	Clarify what is included in this cost for the following: Regular status employees (non police/fire). Will all blood draws/testing be included in this cost or in addition to? Will the blood draw and testing be completed on site at the COG

		clinic? If not, is there additional cost?
27	Prostate Exams	Please explain what type of exam is provided? (for example, a digital rectal exam by provider)?
28	Auditory Function Tests	Does this cost include the initial exam and any re-tests required, please explain. Confirm this cost is for the hearing conservation program for ALL employees.
30	Public Safety Physicals (Police/Fire)	What is the cost for a Fire Fighter Retiree physicals?
31	Pulmonary Function Tests	Confirm the costs quoted include: completing the OSHA respiratory questionnaire, sign off that the employee is medically cleared to wear a respirator, and if not, referral to a specialist for care or additional testing and confirmation employee cleared after specialist, reporting to HR & Risk Management for non-police personnel and to police, as needed.
32	Radiology (administer in-house, send out for reading)	What is the cost if not workers' comp related?
33	Randomizing of Drug & Alcohol Screens	Explain the cost, how it is applied and how each request will be utilized.
34	Routine Hearing Services (CDL Requirements)	If not included in item #6, CDL physicals, explain what is provided for this cost. What is the cost of hearing services provided for non-CDL employees?
35	Routine Vision Services	If not included in item #6 CDL physicals, explain what is provided for the additional cost. What is the cost of routine vision services provided for non-CDL employees?
36	Sick visits	Define what the sick visit basic exam includes and cost. Does the cost include CLIA waived tests?
37	Spirometry (lung function)	Is the cost for the stand alone test in addition to the fire/police/nonpublic safety physicals or is it included? Is this test included in the pulmonary function tests or in addition to?
38	Stress Test	Explain what is included in this test for the cost quoted. Is the cost for this test included in any other service and if so, please list. If the test is included in another service, is this cost in addition to the cost quoted for that service?
39	Surgical Procedures (Minor: Sutures, etc.)	What is the cost if not workers' comp related?
40	Urinalysis (for CDL, Random, Etc.)	Is the price in addition to the CDL physical cost or drug screening cost and explain how this will be charged.
41	Walk-In Services: Non-worker's comp	If an employee does not have a scheduled visit, is there a charge for "walking in" to be seen?
42	Additional services	What are the costs for: Breath Alcohol Confirmation; Breath Alcohol test;

		High Sensitivity Creatin Reactive Protein test; Lead test; and PSA?
43	Lab testing capabilities	Please list the lab tests you are capable of performing in house.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____

Response to Price Sheet Clarifying Questions:

City of Glendale
Materials Management
5850 West Glendale Ave., suite 317
Glendale, Arizona 85301

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER
SOLICITATION NUMBER: RFP 14-07

September 22, 2014

RFP 14-07

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER

PRICE SHEET

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire)

2	Annual Physical Exams	Confirm the costs quoted for annual physical exams (non CDL/DOT, Non pre-employment and non-public safety (police and fire) for current employees. For each of the annual physical exam costs quoted, explain what tests are included. Indicate if there are any other costs listed that would be in addition to the price quoted. A Wellness Physical will include: Full System Examination of patient, including review of medical history Full lipid profile CBD, CMP, Hgb A1C Cost: $125
3	CBD with Diff (Complete Blood Count)	If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? No Please define (for example, if CBD is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)?, No
4	CMP (Comprehensive Metabolic)	If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? No Please define (for example, if CMP is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)? No What is included in this cost? If it is a part of an already priced physical there is no additional cost. As a stand-alone the price is $14.00
6	DOT/CDL Physical Exams	Are there any other tests that would be in addition to the cost quoted for this exam? No If so, explain. Confirm the cost is for all employees (including police/fire) if a CDL exam is required. $45.00
7	DOT/Non-DOT Drug and Alcohol Screens	Are there any other tests that would be in addition to the cost quoted for this exam? No If so, explain. What is the separate cost for just a drug screen $30 and the separate cost for just an alcohol screen? $30
9	EKG	Is this cost stand alone and not in conjunction with physicals or any other costs? Correct
13	Immunizations & Injections	What are your costs for the following immunizations: Hemoglobin A1C $23 Hep B Surface Antibody Titer $51 TB Questionnaire-Define what this cost is. $10, review of annual TB symptoms form for those employees who have tested positive in the past If an employee comes in for an immunization, is there any administration charge? No
14	Initial Fracture Care	What is the cost for non-work related injuries that do not occur as a result of a workers' compensation injury? The price is based on the body part(s) involved. The fracture care will include an office visit, x-ray, & splint). The cost would range form $150-$350

RFP 14-07

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER

PRICE SHEET

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire)

15	IV Hydration	What is the cost for non-work related (not workers' compensation)? The price is based on the type& amount of solution required and the amount of time needed to hydrate. The cost would range from $150-$450.
16	Lab Draws/Testing (CLIA)	Clarify what is included in this cost. The cost of the draw and the equipment needed to do the draw. Will all blood draws/testing be charged this cost in addition to any blood draws required in other costs? No Will the blood draw/testing be completed on site at the COG clinic? Blood draws will be completed at COG clinic, testing is sent to Sonora Quest labs. Employees can also be drawn at one of the many Sonora Quest lab locations. Specimens can also be collected on-site if needed.
17	Lift Test	Is the lift test included in other costs where it is required, or is it in addition to? it is included What is the cost for public safety (police-fire) employees? $70 What is the cost for non-public safety employees? $70 Define what is done for this cost. These are more than just lift tests. They are functional/physical performance tests. There are usually 6-8 events included in the lift test, they are related to positional tolerance and manual handling tasks. They would include Lifting, pushing, pulling, & carrying (x) lbs and be related to the essential job functions per the job description. It would also include grip testing if necessary and a basic musculoskeletal screen.
18	Occupational Therapy	If occupational therapy is needed for non-worked related injury/illness, what is the cost? The cost would be based on the services provided per visit and the CPT codes of the required therapy. The CPT code reimbursement would be based on the BCBS fee schedule.
19	On-call Services for Post Exposure Prophylaxis (PEP)	Initial Call: · 24/7/365 Hotline number? If so, what is the number? Stat Doc number will be set up, it can also be on-line or downloaded as an app to be used on a smartphone. · Who is the officer or firefighter speaking with? Stat Doc Physician on-call · What information/service is included when speaking with the officer or firefighter? Review of situation, determination for the need of testing of the employee and the source, determination of the need to begin prophylaxis. · If prophylaxis treatment is needed where is the officer/firefighter sent? Is the location open 24/7/365? Walgreens · Cost of the initial call $50.00 · Cost of the prophylaxis Varies depending on type and amount of medications ordered Baseline testing:

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		· If baseline testing of the officer/firefighter cannot wait until the next business day to go to the Glendale Health Center, where would the officer/firefighter go for the baseline? Arrangements would be made for blood draw at the nearest hospital. · Is counseling included during the initial visit whether going to the Health Center or another facility? yes · Cost It is included in the initial call Follow-up visits: · Cost for additional follow-up testing 20% off ICA fee schedule · How will you create reminders of follow-up testing to be communicated to the officer/firefighter? Place in EMR, schedule reminders to be sent via text, or phone call Police Department/Fire Department Safety Officers: · Do you have a lab that source blood can be taken to by the Safety Officer? yes · Location(s) Sonora Quest labs are available valley wide · Hours of operation varies depending on location · Will you provide a requisition form that the Safety Officer can utilize when taking in source blood to the lab? yes · Turnaround time for notification to the Safety Officer regarding source blood results? If ordered stat less than 2 hours · Any costs associated with the source blood testing? yes
24	Physical Therapy	If PT is needed for non-workers' comp what is the cost? The cost would be based on the services provided per visit and the CPT codes of the provided services. The CPT code reimbursement would be based on the BCBS fee schedule.
25	PPD (TB Skin Test)	Does the cost quoted include administration and read? yes
26	Pre-employment physicals	Clarify what is included in this cost for the following: Regular status employees (non police/fire). Lift / functional performance test as required by City of Glendale. Will all blood draws/testing be included in this cost or in addition to? No the cost is for the lift test only Will the blood draw and testing be completed on site at the COG clinic? yes If not, is there additional cost? no
27	Prostate Exams	Please explain what type of exam is provided? (for example, a digital rectal exam by provider)? The exam includes a digital rectal exam, hemoccult, and a PSA lab test.
28	Auditory Function Tests	Does this cost include the initial exam and any re-tests required, please explain. yes Confirm this cost is for the hearing conservation program for ALL Employees. yes
30	Public Safety Physicals (Police/Fire)	What is the cost for a Fire Fighter Retiree physicals? $350.00
31	Pulmonary Function Tests	Confirm the costs quoted include: completing the OSHA respiratory questionnaire, sign off that the employee is medically cleared to

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		wear a respirator, and if not, referral to a specialist for care or additional testing and confirmation employee cleared after specialist, reporting to HR & Risk Management for non-police personnel and to police, as needed. Yes all costs are included.
32	Radiology(administer in-house, send out for reading)	What is the cost if not workers' comp related? There is no additional cost for the send out for reading of the x-ray.
33	Randomizing of Drug & Alcohol Screens	Explain the cost, how it is applied and how each request will be utilized. $50 for randomization, to run the table randomizer and identify who is required to be called in for testing. $35 for drug screen supplies, collection, & testing. $75 For MRO services to confirm any positive results and to report to the designated official as required.
34	Routine Hearing Services (CDL Requirements)	If not included in item #6, CDL physicals, explain what is provided for this cost. There is no additional cost for hearing services outside of the CDL cost. What is the cost of hearing services provided for non-CDL employees? $25
35	Routine Vision Services	If not included in item #6 CDL physicals, explain what is provided for the additional cost. There is no additional cost for hearing services outside of the CDL cost. What is the cost of routine vision services provided for non-CDL employees? $10.00
36	Sick Visits	Define what the sick visit basic exam includes and cost. Exam by the medical provider, symptom evaluation, vitals & history review $45. Does the cost include CLIA waived tests? No
37	Spirometry (lung function	Is the cost for the stand alone test in addition to the fire/police/nonpublic safety physicals or is it included? included Is this test included in the pulmonary function tests or in addition to? Included
38	Stress Test	Explain what is included in this test for the cost quoted. Physician monitored Stress test based on Bruce guidelines. Review of findings, referrals to specialist or for additional testing as indicated. Is the cost for this test included in any other service and if so, please list. It is included in FF physical. If the test is included in another service, is this cost in addition to the cost quoted for that service? Included
39	Surgical Procedures (Minor: Sutures, etc.)	What is the cost if not workers' comp related? The price is based on the body part and the size of the wound. The cost is based on CPT codes and BCBS reimbursement rates. It ranges from $100- $330.
40	Urinalysis (for CDL, Random, Etc)	Is the price in addition to the CDL physical cost or drug screening cost and explain how this will be charged? Included
41	Walk-In Services: Non-worker's comp	If an employee does not have a scheduled visit, is there a charge for "walking in" to be seen? There is no extra charge for a walk in exam.
42	Additional Services	What are the costs for:

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		Breath Alcohol Confirmation; $50 Breath Alcohol test; $30 High Sensitivity Creatin Reactive Protein test; $25 Lead test; $30 and PSA? $20
43	Lab testing capabilities	Please list the lab tests you are capable of performing in house. Urine Dip, Strep Swab, Hemoccult

EXHIBIT F

Agreement for Occupational Health and Medical Services

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:
That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of ____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars ($ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20___, whereby Principal agreed to _____
_____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this ____ day of _____, 20 ____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

EXHIBIT G

Agreement for Occupational Health and Medical Services

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

MAP A

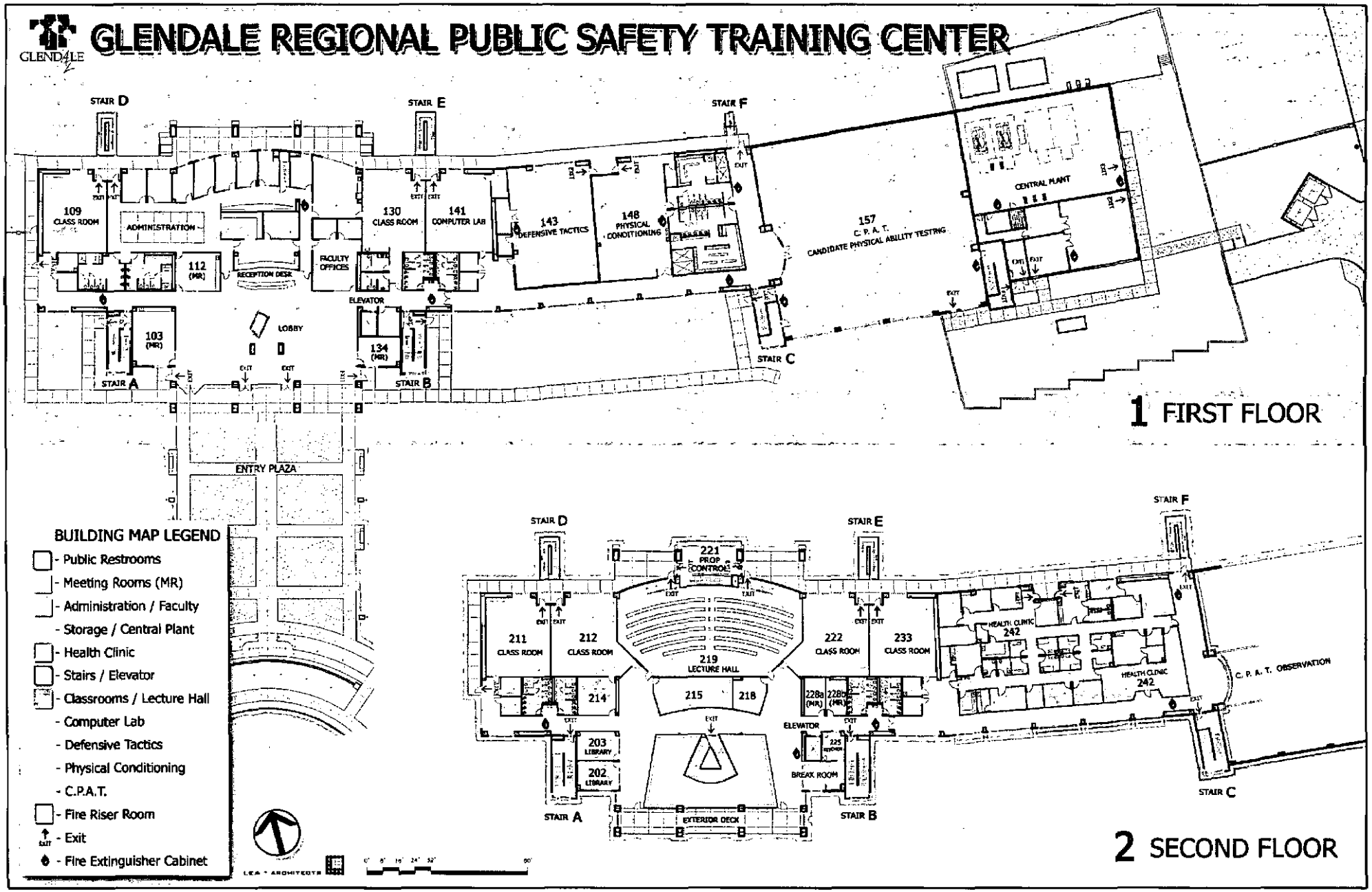
Agreement for Occupational Health Medical Services

GRPSTC LAYOUT

[See attached]

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER

GLENDALE

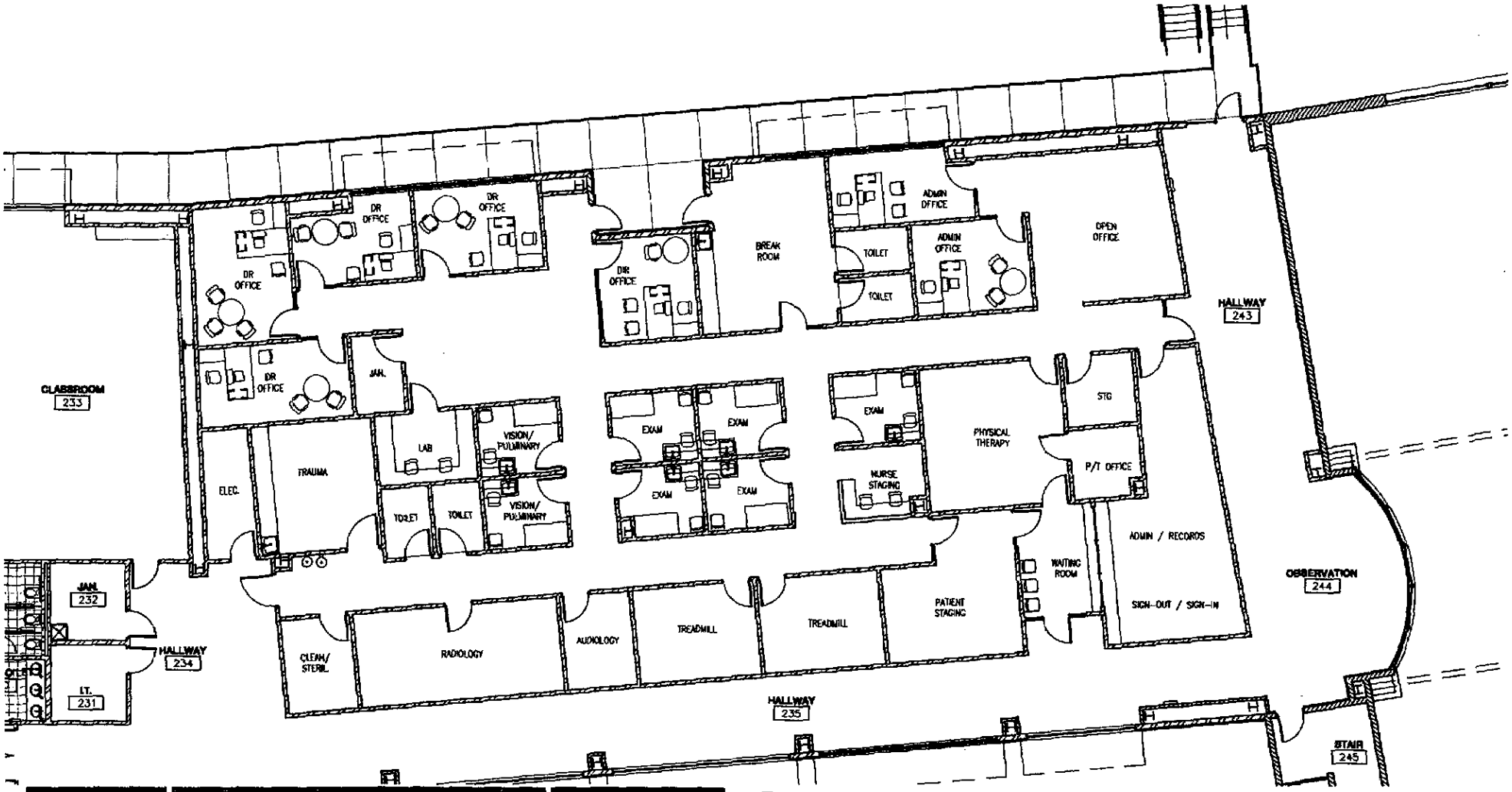


MAP B

Agreement for Occupational Health Medical Services

HEALTH CENTER FLOOR PLAN

[See attached]



1 HEALTH CLINIC - SCHEMATIC LAYOUT

SCALE: 3/32" = 1'-0"

date	job no.
05/30/07	0470
drawn by SS	checked RJ/LE

SHEET TITLE

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER

LEA-ARCHITECTS, LLC

1730 EAST NORTHERN AVENUE PHOENIX, AZ

ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

HC-5