

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2020-001

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**MEDICAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF 10:00 AM LOCAL TIME ON AUGUST 30, 2019

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name
19000 E. Eastland Ctr Ct, Ste 200

Address
Independence, MO 64055-7023

City/State/Zip
816.478.9299 816.478.6526

Telephone # Fax #

michele_kessner@concentra.com
E-mail

Art Ziporin, MD

Authorized Person (Print)

Signature 

President, Treasurer and Corporate Secretary

Title

Date August 30, 2019

Tax ID # 47-2063864

Date

Tax ID #

C Corporation

Entity Type

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: Submitted as three pages. Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): NO ADDENDUMS AS OF Wednesday, August 28, 2019. The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 6
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 7
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 8-10
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page 11-15
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page 16-39
J.	Cost: Form 6A	Page 40-41
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)).	Page 42-44
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page 45-69

August 30, 2019

DeeDee Tschirhart, Senior Procurement Officer
City of Lee's Summit
200 SE Green Street
Lee's Summit, MO 64063

RE: Medical Services, RFP #2020-001

Concentra is pleased to present to City of Lee's Summit (the City) our proposal to provide Medical Services, which adheres to all specifications and includes all relevant attachments.

Our national footprint, strong infrastructure, health care expertise, and commitment to service excellence provide tangible benefits for the City – supporting you in your efforts to meet your program objectives. Notably, our 2018 acquisition of U.S. HealthWorks, a national occupational health provider, increased our footprint to more than 530 centers in the United States and brought additional occupational health expertise and clinicians to Concentra.

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

Should you have any questions or concerns regarding our response, please contact [Travis Bowman](#), *Field Account Executive*, via phone: 913.894.6664 or by email: travis_bowman@concentra.com.

Concentra affirms that:

- All information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, August 30, 2019
- The City anticipates a contract term of One year with the option for four (4) additional one-year renewal periods

Understanding of the City's Requirements

Concentra acknowledges that the City desires medical services consisting of a minimum of the following:

- Post-Offer Physicals
- Drug Screens
 - ✓ Post-Accident
 - ✓ Post-Injury
 - ✓ Reasonable Suspicion
- Annual Random DOT Drug Screens and Breath Alcohol Tests
- Blood Alcohol
- Various Vaccinations
- Reporting



- Job/task analysis for physical demands and ADA compliance
- Development of customized physicals to match specific job demands
- Indoor air quality sampling, assessment and recommendations
- Health/wellness and/or safety-related training sessions
- Fire Department Physicals
- Police Department Physicals

Concentra's Solution

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

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

Concentra assures the City that we will:

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

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



Concentra values the City's consideration of our response. We are confident that after you review our experience, capabilities, geographic footprint, and account management strategy, Concentra will emerge as the ideal partner for the requested services. We look forward to the opportunity to serve as the preferred Medical Services partner with City of Lee's Summit and its employees.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Art Ziporin, MD'.

Art Ziporin, MD
President, Treasurer and Corporate Secretary
Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers

FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers

19000 E. Eastland Ctr Ct, Ste 200, Independence, MO 64055-7023
- 1a. Firm/Provider is: National Regional Local
- 1b. Year Firm/Provider Established: 1979
Years of Experience providing Medical Services: 40
- 1c. Licensed to do business in the State of Missouri: Yes No
- 1d. Name, title, telephone number and email address of Principal to contact:
Michele Kessner, Center Operations Director
P: 816.241.0603 E: michele_kessner@concentra.com
- 1e. Address of office to perform work, if different from Item No. 1:
Same as No. 1
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
Clinicians - 3, Therapy - 2, Medical Assistants, Operations/admin and Nurses - 10
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: Subcontractors:
 - Concentra Medical Compliance Administration (CMCA) will be utilized for the City's random drug testing services.
 - Guardian will be utilized for the City's after hours drug testing services.
- 3a. Has this Joint Venture previously worked together? Yes No NA

FORM NO. 2: KEY OUTSIDE CONSULANTS

Each respondent must complete this form for all proposed subcontractors.

SUBCONTRACTOR #1

Name & Address CMCA Concentra Medical Compliance Administration

118 Portsmouth Avenue, Suite B202, Stratham NH 03885

1-800-775-5447

Specialty / Role with this Project: Random drug and breath alcohol annual random pool

Worked with Lead Firm Before: YES

Year Firm Established: 1979

Years of Experience providing Medical Services - 40 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #2

Name & Address Guardian

PO Box 219241, Kansas City MO 64121

1-800-582-8807

Specialty / Role with this Project: After hours drug and alcohol testing services

Worked with Lead Firm Before: YES

Year Firm Established: 1978

Years of Experience providing Medical Services 41 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Kansas City MO Occupational Health

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: City of Kansas City, Missouri, 414 E 12th St, KCMO 64106

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Michael Smith, Assistant City Administrator, 816.513.1908,

Michael.smith@kcmo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Travis Bowman, Lisa Luke, Nathan Buster

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Independence, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of Independence, 111 E Maple Ave, Independence MO 64050

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Melissa Balino, Director of Human Resources, 816-325-7386,

mbalino@indepmo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Travis Bowman, Lisa Luke, Michele Kessner

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of St Joseph, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of St. Joseph, MO, 1100 Frederick Ave, St Joseph MO 64501

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Laurie Thompson, Risk Manager, 816.271.4671, lthompson@stjoemo.org

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ _____ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:
Lisa Luke

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Michele Kessner, Center Operations Director
- b. Project Assignment: Center Operations Director/Main contact
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 24
With this firm ____6Other firms 18__
- e. Education: Degree(s)/Year/Specialization: High School diploma/clinical testing certificaions
- f. Current Registration(s): NA

Other Experience & Qualifications relevant to the proposed project: Years of experience working in labs, medical field and specializing in occupational health/oversees an occupational health onsite. Great Supervision Class – 3 day course

SkillPath Seminar – Dealing With Negative Attitudes in the Workplace

ICD9 Translation Class – Certified ICD9 translator Customer Service Training

Certified Forensic Urine Drug Screen Collector

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Dorothy Jennings, DO, Center Medical Director
- b. Project Assignment: Center Medical Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 46 years
With this firm 2 Other firms 44
- e. Education: Degree(s)/Year/Specialization:
 - 1969-1973
Alverno College: BA degree with Biology Major, Chemistry Minor

 - 9/1975-10/1978
College of Osteopathic Medicine and Surgery

 - 11/1978-11/1979
Rotating Internship - Northwest General Hospital

 - 1983
Passed Flex
- f. Current Registration(s): Medical licenses in Kansas, Missouri, Wisconsin and Nebraska; DEA; NPI; BLS; ACLS; ATLS; PALS, National Registry for DOT
- g. Other Experience & Qualifications relevant to the proposed project:
 - Provided Emergency Room coverage for combined 20 years service
 - Deputy Coroner, 15th Kansas District 1996-2001
 - Director of Women's Care Colposcopy Clinic, Sherman County Health Dept 1995-2001
 - Member of American Osteopathic Association

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Christy Boeckman, PT, DPT, Center Therapy Director
- b. Project Assignment: Center Therapy Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 15 years
With this firm 9 Other firms 6
- e. Education: Degree(s)/Year/Specialization:
 - Doctorate in Physical Therapy (February 2016 - September 2017) Rosalind Franklin University
 - M.S. Physical Therapy (June 2002 - May 2004) University of Kansas Medical Center
 - B.S. Kinesiology (August 1997 - May 2002) Kansas State University
- f. Current Registration(s):
 - Completed Manual Therapy Certification in 2013 through the Manual Therapy Institute in Detroit, Michigan.
 - Completed my Doctorate in Physical Therapy in 2017 through Rosaline Franklin University in Chicago, Illinois.
 - Completed Concussion Certification program in 2019 via the American Institute of Balance in Largo, Florida.
 - Completed Vestibular Rehabilitation certification in 2007 at Emory University in Atlanta, Georgia.
- g. Other Experience & Qualifications relevant to the proposed project:
 - Organized our local Concentra team for the Susan G. Komen "Walk for the Cure" for 5 years.
 - Attended the APTA Diversity Conference in October 2014 and sat with the Northwestern University faculty as their honored guest due to work as Concentra's Zone CCCE for the student program.
 - Participated/coached the women's volleyball team for Truman Medical Center in the Corporate Challenge.
 - Currently coach recreational league 5th/6th grade volleyball along with playing in a women's league as well.
 - My family regularly volunteers at the St. Mary's Food Kitchen to teach our children to be servants of the community.

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Renee Fortin, Center Operations Director
- b. Project Assignment: CMCA/part of Concentra
- c. Name of Consultant Firm with which associated: CMCA random program
- d. Years Experience: 3 years
With this firm 3 Other firms _____
- e. Education: Degree(s)/Year/Specialization: Operations Director
- f. Current Registration(s): Drug and alcohol certifications
- g. Other Experience & Qualifications relevant to the proposed project: Experience managing random programs

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Rene' Reese, Supervisor
- b. Project Assignment: Guardian after hours testing
- c. Name of Consultant Firm with which associated: Guardian
- d. Years Experience: NA
With this firm ____ Other firms ____
- e. Education: Degree(s)/Year/Specialization: Drug and alcohol testing
- f. Current Registration(s): NA
- g. Other Experience & Qualifications relevant to the proposed project:
Oversees after hours testing for Guardian

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- **Project schedule and detailed approach is reasonable/responsive to City's needs**

Implementation Plan

Concentra's facilities, resources, and processes are in place and fully operational at all the locations listed for the City's use; we stand ready on Day One upon award of a contract to serve the City's needs.


Approach to Performing the Scope of Work

In the following section, we provide service descriptions for providing the City's requested scope of work. While these service descriptions highlight our standard approach, we have the expertise and resource to render all services per the City's specifications and in full compliance with all applicable regulatory requirements.

Primary Service Site


Concentra proposes that our center closest to the City, the *Independence* center, serve as the primary site for employees to obtain medical services. Conveniently located the Independence facility maintains the essential staffing resources, required equipment, and licensed and credentialed clinicians to perform medical services.

The following table identifies the Independence medical center address, hours of operation, and contact information.

Concentra Medical Center Independence		
	Address 19000 E. Eastland Ct. Ct Ste 200 Independence, MO 64055	Contact Information T 816.478.9299 ♦ F 816.478.6526 Hours of Operation: 8:00 a.m. – 5:00 p.m. (Mon.-Fri.)

Additional Service Site

While the Independence center is fully capable of providing all required services in one location, Concentra's Grandview location is available as convenience necessitates. In the following table, we provide the address, hours of operation, and contact information for the Grandview center, which also has the necessary equipment and employees for the City's requested scope of work.

Concentra Medical Center – [additional center name]		
	Address 12220A South Blue Ridge Blvd. Grandview, MO 64030	Contact Information T 816.763.1755 ♦ F 816.763.1855 Hours of Operation 8:00 am - 5:00 pm (Mon. - Fri.)

Post-Offer Physical Examinations

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

- Prevents safe performance of the essential job duties
- Can be exacerbated by the job duties

- Affects the safety of the employee, co-workers, or others in the workplace

Concentra would provide physical examinations according to the City's requirements and consistent with evidence-based medical standards and regulatory requirements. It is customary for the standard examination to include the following components:

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ Medical history ▪ Occupational history ▪ Vital signs ▪ Vision acuity (far distance) ▪ Examination of head, eyes, ears, nose, throat ▪ Evaluation of the cardiovascular system ▪ Evaluation of the respiratory system | <ul style="list-style-type: none"> ▪ Gastrointestinal examination ▪ Musculoskeletal examination ▪ Neurological evaluation ▪ Skin and lymphatic examination ▪ Result to employer regarding fitness for duty with or without accommodation/restrictions |
|--|--|

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.

Ergonomic Services

The City has identified ergonomics as a key factor in the health and safety program of the organization. Concentra knows effective ergonomic programs can benefit employee health and we offer several types of ergonomic services. For the City, we recommend a program that combines evaluation with analysis. Following is a brief overview of our program components:

- **Ergonomic Education** – An ergonomic training session, usually an hour long, tailored to address supervisors, employees, or both. Prior to the session, an ergonomic specialist tours the workplace to develop an appropriate program.
- **Ergonomic Evaluation** – A more comprehensive service that provides written recommendations to help minimize risk factors and prevent injuries and disorders that result from the overuse of muscles, poor posture, and repetitive movements.
- **Ergonomic Analysis** – The most in-depth ergonomic service Concentra provides; an ergonomic analysis would be performed if the City requests the development of a custom workstation or other ergonomic solution for an employee.

Concentra would appreciate the opportunity to discuss the implementation of an effective workplace ergonomic program with the City. We believe we could develop a program that provides numerous benefits, including improved productivity, reduced absenteeism, and lower health care costs.

ADapt[®]

Overview

Concentra developed ADapt[®], a pre-placement and return-to-work process, in response to our clients' needs to make objective employment decisions, retain healthy and physically adept employees, and maintain compliance with the Americans with Disabilities Act (ADA).

The ADA does not prevent employers from obtaining medical and related information necessary to evaluate the ability of an applicant or employee to perform essential job functions or to promote health and safety on the job. However, to protect individuals with disabilities from employment actions based on information that is *not job-related and consistent with business necessity*, the ADA imposes specific obligations on the employer at the following three stages of the employment process:

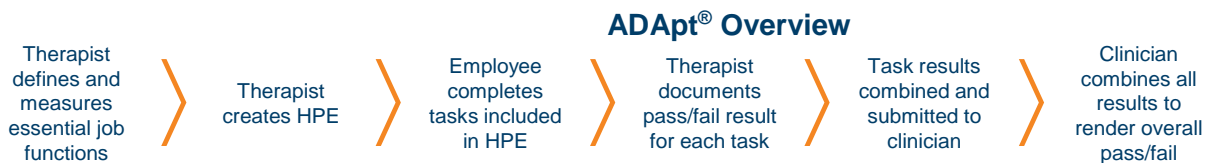
- Prior to making a job offer, an employer may not make any medical inquiry or conduct any medical examination.
- Following a job offer, an employer may make unrestricted medical inquiries, but may not refuse to hire an individual with a disability based on results of such inquiries, unless the reason for rejection is job-related and justified by business necessity.
- After employment, any medical examination or inquiry required of an employee must be job-related and justified by business necessity; exceptions are voluntary examinations conducted as part of employee health programs and examinations required by other federal laws.

Challenges of ADA compliance for the employer and occupational medicine provider include:

- The essential functions of each job must be determined.
- Any examination performed to provide recommendations regarding employment must be job-related and consistent with business necessity.
- All recommendations and resulting employment decisions must be consistent for all job applicants.
- The confidentiality of medical information must be maintained.

The ADApt program:

- Ensures the pre-placement medical examination tests for the essential job functions
- Provides documentation of readiness of an applicant being placed in the appropriate job (and/or an injured employee being able to return to work)
- Furnishes the medical provider and employer with definitive information regarding essential functions of each job with measured criteria
- Assists in the reduction of workers' compensation costs by identifying employees who can safely perform the essential functions of the job



Together, the human performance evaluation (HPE) and medical exam allow the clinician to determine a person's ability to perform essential job functions, which is critical to the client when making objective employment decisions.

ADApt consists of the following components:

Component	Purpose
Job-site Evaluation	Assist the employer in defining the physical abilities necessary to perform essential functions of specific jobs
Pre-placement/ Return-to-work Evaluation	Correlate the worksite evaluation information with a clinical evaluation that is "job-related and consistent with business necessity" This evaluation allows the employer to medically determine a person's ability to perform the essential job functions and objectively assess risk or direct threat
Education and Installation	Establish the ADApt compliance program for the employer
Analysis and Compliance	Provide the employer with the necessary consistency of employment actions resulting from medical recommendations and ensure confidentiality of medical information

Job-site Evaluation

When performing the job-site evaluation, the physical therapist:

- Defines the physical abilities necessary to perform essential functions of the job with the client supervisor
- Measures all physical abilities necessary to perform essential functions of the job
- Verifies with employees that the functions are essential
- Submits the job-site evaluation to the client supervisor for confirmation

The job-site evaluation results in the following:

Task Description	Human Performance Evaluation (HPE)
<p>The task description is a detailed listing of the functional and non-functional requirements and associated tasks involved in job performance. Task descriptions can be created in approximately 14 to 21 days, depending on the volume of jobs to be constructed. Task descriptions are reviewed and approved by client management.</p>	<p>The HPE is the job-related functional test used in the pre-placement or return-to-work exam process. The physical therapist requires seven to 10 days to create the HPE. Testing can commence within one week of the client's approval of the task description.</p>

Human Performance Evaluation/Job-specific Functional Testing

Following the job-site evaluation, our specialist develops an ADA-compliant, job-specific functional test that we refer to as a human performance evaluation (HPE). The HPE assesses individuals on the ability to perform the essential job functions (EJFs) and can be used for pre-employment and return-to-work testing.

The Concentra physical therapist begins by defining each physically distinguishable task involved in the job (i.e., lifting, carrying, pushing, pulling, etc.), including those tasks that have a definitive starting and ending point, occur with regularity, and require a level of quantifiable physical exertion. For each qualified biomechanical functional requirement, the physical therapist uses a force gauge to measure external weights, starting and ending heights, task frequencies, forces produced or overcome, climbing requirements, and more. This process adheres strictly to evaluation techniques that have a direct correlation to the functional requirements.

HPE Components

Once the therapist has measured the EJFs, an HPE is developed to recreate the exact physical demands of the job as measured in the biomechanical evaluation. The job-specific functional test may include assessing any combination of the tasks listed below. However, this is not an all-inclusive list.

- **Lift/Carry:** “Vertically translating” or moving an object from a definitive starting height to a definitive ending height; start/end heights are measured at location of hands
- **Push/Pull:** Total body push/pull; manual or using assistive device (e.g., pallet jack)
- **UE PU/PL:** Upper extremity push/pull; no lower extremity involvement; manual or using assistive device
- **Couple:** True “grip” force required to perform action (e.g., activate power tool)
- **CLIMBL:** Accessing a ladder to perform a job task
- **CLIMBS:** Accessing stairs/steps to perform a job task
- **Walk:** Distance traveled during shift
- **Confined Access (Con Acc):** Dimensions of a space to be accessed (e.g., manhole)
- **Repetitive Posture Assumption (Rep Pos):** To access specified distance from ground
- **Limited Headroom (Lim Hdr):** Dimensions of a space that does not permit standing to perform task
- **Height Tolerance (Ht Tol):** The highest vertical distance from the ground (e.g., putting shingles on a roof)
- **Sit:** Amount of continuous time sitting
- **Stand:** Amount of continuous time standing
- **Vision:** Type of vision required to perform the essential tasks of the job
- **Temperature:** The environmental conditions present while performing the job

Validation of Testing Methodology

Our methods of validation and examination techniques follow ADA requirements for pre-employment/post-offer testing and are the most defensible under ADA guidelines. Standard 29 CFR 1630.10 states, “The Uniform Guidelines on Employee Selection Procedures do not apply to the Rehabilitation Act and are similarly

inapplicable to this part.” However, 29 CFR 1630.15 holds the defenses of such screening techniques to the same means as other claims under Title VII. When there is a need for screening techniques to be adapted to a disabled population, Concentra uses techniques that are “job-related and consistent with business necessity,” in accordance with ADA guidelines.

We evaluate tasks that:

- Meet the definition of “essential function”
- Are sufficiently quantifiable to be functionally tested by trained individuals

HPE Testing Process

The physical therapist instructs the applicant of the goals of each testing service package included in the HPE and allows the applicant to perform one trial of a specific task as he/she deems most appropriate. If the applicant demonstrates poor knowledge of proper body mechanics and lifting technique during the first trial, the physical therapist will instruct the individual by demonstrating good body mechanics and technique prior to proceeding with test.

The test is terminated if the applicant:

- Represents a significant threat or risk to self
- Requests to discontinue for any reason

HPE Results Reporting

Once the individual has completed the required functional tests, the physical therapist documents the “pass/fail” results and gives them to the clinician. If the individual fails, the physical therapist documents the reason and records observations on the testing form. The clinician combines the medical results with the functional test results to render an overall “pass/fail” result for the individual.

Firefighter Physical Examinations

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

Examples of essential functions tested include:

- *Lifting/carrying* – Simulates the height/weight of a fan, jaws of life, chain saw, or portable ladder
- *Pushing/pulling* – Simulates pulling/carrying the hose off the truck to the scene/fire hydrant
- *Upper body push/pull* – Simulates coupling the hoses to the hydrant/truck, using hand tools, and opening doors
- *Climbing* – Simulates accessing the fire ladder to reach victims and climb stairs in structures

In addition, clinicians assess the firefighter for aerobic capacity, muscular strength and flexibility, and cardiovascular endurance. Concentra offers a variety of assessment testing including, but not limited to, the following:

- Body fat composition
- Sit/reach flexibility test
- Maximum muscular upper and lower body strength (hand-grip strength, pushups, curl-up muscle endurance)

Please note, assessment testing components may not be included if the individual has already passed a physical abilities test. We would also perform other ancillary testing as requested and/or indicated, upon the City’s approval and consistent with evidence-based medical standards and regulatory requirements.

Police Officer Physical Examinations

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

- Angina pectoris
- Asthma
- Cancer-metastatic or leukemia
- Cardiac arrhythmias or murmurs
- Cerebral vascular accident
- Chest pains of unknown origin
- Contagious hepatitis
- Contagious tuberculosis
- Chronic respiratory disease
- Diabetes, insulin-dependent or ketosis-prone
- Fixation of major joint
- Hearing
- Herniated lumbar disc
- Hypertension, uncontrolled
- Inguinal hernia
- Liver or renal dysfunction
- Migraine headache
- Myocardial infarction, history of
- Paralysis
- Prosthetic device, e.g., limbs, hearing aid, colostomy
- Recurrent dislocation of a major joint
- Schizophrenia or manic-depressive psychosis
- Scoliosis greater than 15 degrees
- Seizure disorders
- Current substance abuse
- Valvular heart disease, uncorrected
- Vision
- Wasting disease, chronic, such as multiple sclerosis, myasthenia gravis, or amyotrophic lateral sclerosis

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

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.

Clinical Screenings

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

The following table summarizes our clinical screening capabilities:

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

Concentra's Clinical Screening Capabilities	
Type of Test	Details
EKG (resting)	Concentra will perform a 12-lead EKG that measures the electrical activity of the heart, read by a center clinician.
Pulmonary Function Testing	A technician performs all pulmonary function testing that allows real-time graphic and numeric data to verify the test validity. Data returns of VC, FEV1, PEFR, FEF 25 percent - 75 percent, and FEV1/FVC are required.
Vision	A trained technician performs a vision test that meets OSHA standards for visual acuity. The technician screens for visual acuity with corrective lenses, lateral and vertical phorias, stereo depth perception, and color discrimination. For visual acuity testing, we utilize the Snellen chart for distance vision, and the Ishihara book to assess color vision.
Vitals	A trained technician records resting pulse rates and blood pressure using a hospital grade sphygmomanometer and stethoscope. Any person who does not meet normal pulse rate or blood pressure criteria will be re-tested.
X-rays	All posterior-anterior X-rays are performed by registered X-ray technicians and certified B-readers will review selected chest X-rays in accordance with OSHA regulations.

Vaccination Services and Infectious Disease Screenings

Concentra offers vaccination services and screening/testing for infectious diseases to assist employers in maintaining a healthy workforce. We administer vaccinations and infectious disease screenings per regulatory requirements and recommendations from leading health organizations, including the Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), and the World Health Organization (WHO).

Vaccinations / Immunizations

The following table describes common vaccinations we administer for immunization. It also describes specialty vaccinations, such as those required and/or recommended for a traveling workforce, which are offered at selected Concentra locations.

Concentra's Vaccinations	
Vaccine	Comments
Hepatitis A Vaccine	The hepatitis A vaccine should be offered when a high occupational risk for infection is present (e.g., travel to a developing country or working with hepatitis A in a research laboratory). Consideration may be given to vaccination of employees who work in areas where community-wide outbreaks are occurring, sewage workers, and workforces where state and local health authorities or private employers determine that such vaccination is cost-effective or desired. The hepatitis A vaccine is also indicated for post-exposure prophylaxis.
Hepatitis B Vaccine	OSHA requires the hepatitis B vaccine be offered to employees at risk for bloodborne pathogen (BBP) exposures through contact with blood or other potentially infectious material (OPIM) (e.g., health care personnel, emergency responders, first-aid personnel, correctional officers, laundry workers in hospitals, and morticians). The vaccination must be offered post-exposure if the employee is not already immune. Within 15 days of the completed evaluation, the clinician completes a health care professional's written opinion for the employer indicating whether the hepatitis B vaccine is indicated for an employee and if the employee has received the vaccination. The hepatitis B vaccine is also recommended for many international travelers. In addition to the three-dose hepatitis B vaccine (Engerix-B or Recombivax), we offer the new hepatitis B vaccine, Heplisav-B, which is a two-dose series over one month, instead of three doses over four to six months.
Hepatitis A and B combined	For individuals who need immunity to both hepatitis A and hepatitis B, Concentra offers the Twinrix vaccine, which is a combined hepatitis A and hepatitis B vaccine.

Concentra's Vaccinations	
Vaccine	Comments
Hepatitis B Immune Globulin (HBIG)	HBIG is recommended after certain exposures to blood or other potentially infectious material (OPIM) if the source is unknown (e.g., needle stick from a sharps container) or is positive for hepatitis B and the exposed employee is not immune.
Influenza Vaccine	The influenza vaccine is recommended annually for all individuals age six months and older as it is the best way to prevent the flu. The flu can significantly affect productivity and increase absenteeism among workers. As appropriate, Concentra discusses with the employer the specifics regarding administering the shots and anticipated volumes.
Japanese Encephalitis Vaccine	The Japanese encephalitis vaccine is recommended for certain travelers to endemic areas of Asia.
Measles, Mumps, Rubella (MMR) Vaccine	Per CDC recommendations, all health care personnel should have presumptive evidence of immunity to measles, mumps, and rubella. Those without presumptive evidence (i.e., documentation of receiving the vaccine or laboratory evidence of disease or immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required. Other indications for MMR vaccine include international travel.
Meningococcal Vaccine	This vaccine is recommended or required for certain international travelers and laboratory personnel who are routinely exposed to meningococcal bacteria. College freshman living in dormitories, military recruits, and people with certain medical conditions are also recommended for vaccination. There are two types of meningitis vaccines: the quadrivalent meningococcal ACWY and the meningitis B vaccine. The latter is not routinely indicated for international travel.
Polio Vaccine	The polio vaccine may be recommended or required for certain international travelers.
Rabies Vaccine	People at high risk of exposure to rabies (e.g., veterinarians, animal handlers, rabies laboratory workers, spelunkers, and rabies biologics production workers) should be offered pre-exposure rabies vaccine. Rabies vaccine is also recommended for pre-exposure for certain international travelers. The rabies vaccine may also be recommended after being bitten or scratched by an animal or otherwise exposed to rabies. In the case of post-exposure, rabies immune globulin (RIG) is also recommended if the person had not completed the rabies vaccine series for pre-exposure.
Tetanus, Diphtheria, Pertussis (Tdap) Vaccine	A one-time dose of Tdap is recommended for all adults and adolescents. The CDC recommends all health care personnel receive a single dose of Tdap as soon as feasible if they have not previously received Tdap, regardless of the time since their most recent Tetanus/diphtheria (Td) vaccination. Tdap is also recommended for women during every pregnancy.
Tetanus/Diphtheria Vaccine	Tetanus booster is recommended for all adults every 10 years. It is often administered after an injury (e.g., abrasion, burn, or laceration) if the individual has not had a tetanus-containing vaccine within 10 years. It is recommended within five years if an individual has a dirty wound or burn.
Typhoid Vaccine	Typhoid vaccine is often recommended for international travelers to the developing world. Typhoid fever is spread by the fecal-oral route, such as ingesting contaminated food or water. There are two forms of the vaccine: an injectable vaccine that lasts for two years and an oral vaccine that lasts for five years.
Varicella (chickenpox) Vaccine	Per CDC recommendations, all health care personnel without evidence of immunity (e.g., written documentation of two doses of vaccine or laboratory evidence of immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required.
Yellow Fever Vaccine	The yellow fever vaccine is recommended or required for certain travelers to Africa and South America. This vaccine can only be administered in a facility where a physician has applied for state authorization. On certain itineraries, an employee may be denied entry if proof of yellow fever vaccine is not presented to local officials.
Other Vaccines	Other vaccinations, including but not limited to vaccines to prevent shingles, human papillomavirus (HPV), cholera, pneumococcal disease, and immune globulin may be administered at Concentra facilities upon request and clinical approval.

Infectious Disease Screenings

Infectious disease screening includes testing for disease and/or for immunity. The following table describes infectious disease screenings we offer.

Concentra's Infectious Disease Screenings	
Screening	Comments
Hepatitis B Virus	<p>Hepatitis B antibody screening is recommended for health care personnel one to two months after completing a hepatitis B vaccine series to confirm immunity. For new hires who have completed the hepatitis B vaccine series but have no evidence of immunity, an employer may decide to test for vaccine-induced immunity or test after a possible bloodborne pathogens (BBP) exposure. An individual is considered immune once he/she has a positive hepatitis B titer after one month of completing the hepatitis B vaccine series. No further hepatitis B testing is required even if the individual is exposed to hepatitis B because of BBP exposure. According to the CDC, testing for hepatitis B surface antibody on an individual who has not completed the hepatitis B vaccine series should not be performed, as the results could be misleading. Health care personnel who are tested before receiving a documented completion of hepatitis B vaccine series should not be considered immune because a positive hepatitis B titer is a known correlate of protection only when testing follows a documented hepatitis B vaccine series.</p> <p>Testing for hepatitis B disease (hepatitis B surface antigen) may also be indicated in the source person in the event of an exposure to blood or other potentially infectious material (OPIM).</p>
Hepatitis C Virus	<p>Hepatitis C testing is recommended after an employee has an exposure to blood or other potentially infectious material (OPIM). Testing for hepatitis C disease may be also indicated in the source person.</p>
HIV	<p>Testing for HIV is indicated after an employee is exposed to blood or OPIM. Testing is indicated in both the exposed and source person. Some countries require HIV testing for business visas. There are other indications for HIV testing. Concentra offers rapid HIV tests and the newer, fourth-generation HIV test.</p>
Influenza	<p>Testing for influenza as part of an acute care visit could be performed to help guide clinical decisions.</p>
Measles, Mumps, Rubella	<p>Testing for immunity to measles, mumps, and/or rubella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases is recommended or required and proof of vaccination or disease is not available.</p>
Tuberculosis (TB)	<p>TB is a disease spread through the air from one person to another. It is recommended and/or required that all health care personnel be screened for TB prior to employment and patient interaction. Some health care personnel are recommended or required to be screened for TB annually (varies by state). TB screening may be recommended and/or required for correctional facility workers, first responders, teachers, daycare workers, homeless shelter staff, and others. Employers may choose to screen employees prior to starting employment.</p> <p>Screening for TB can be performed by skin testing or blood test such as the T-spot. A chest X-ray should be performed if the blood or skin test is positive or if there are symptoms consistent with TB disease.</p> <p>Tuberculin Skin Test (TST) – The skin test requires that the employee return in 48-72 hours after its administration to have it read. Two-step skin testing (i.e., administering and reading the TST twice within a three-week period) is recommended for the initial skin testing of adults who will be retested periodically, such as health care workers or nursing home residents.</p> <p>T-Spot (Blood Test) – This blood test is preferred for foreign-born persons who have received the Bacille Calmette-Guérin (BCG) vaccine or employees who may have difficulty returning to have the test read. Two-step testing is not indicated with the blood test. The T-spot is blood work and can only be collected Monday through Thursday. It may take five to seven days to obtain results.</p>
Varicella (chicken pox)	<p>Testing for immunity to varicella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases are recommended or required and proof of vaccination or disease is not available. For individuals born before 1980, when natural infection provided immunity to most people, checking a varicella titer instead of vaccinating may be cost effective.</p>
Other	<p>Many other tests for infectious diseases are available upon request and clinical approval. This includes tests for screening and treating infectious diseases as part of acute care visits.</p>

Drug and Alcohol for Post-Offer, Post-Accident, Post-Injury and Reasonable Suspicion

DOT-Compliant Urine Drug Screens

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

Our typical process includes:

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

Concentra Collectors

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

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

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

Collection Process

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

- Collect a minimum of 45 milliliters (ml.) of urine
- Divide the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seals the specimen appropriately
- Transport each specimen to the laboratory within 24 hours
- Once received, the lab analyzes the primary 30 ml. bottle while the second bottle is held pending a request from the employee for a second test in the event of a verified positive of the primary test result

Observed Collections

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

Chain of Custody

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

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

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

Specimen Transport

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

Laboratory Urine Drug Screening

Initial Screening Test

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

Laboratory Urine Screen Confirmation Test

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

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

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

Laboratory positives are transmitted to the Medical Review Officer (MRO.) The MRO gathers all test data, interviews the donor, and confirms the result as positive or negative. The result is posted only after MRO verification.

Panel Drug Tests

5-panel tests include the five drug classes tested on most standard panels, including Department of Transportation (DOT). 10-panel tests are expanded to combine tests in 6, 7, 8, 9, and 10 panel options. Results will indicate a positive or negative status for each class of drug.

5-panel Test	10-panel Test	
<ul style="list-style-type: none"> ▪ Marijuana (THC) ▪ Cocaine ▪ Amphetamines ▪ Phencyclidine (PCP) ▪ Opiates 	<ul style="list-style-type: none"> ▪ Marijuana (THC) * ▪ Cocaine ▪ Amphetamines ▪ Phencyclidine (PCP) ▪ Opiates 	<ul style="list-style-type: none"> ▪ Barbiturates ▪ Benzodiazepines ▪ Methadone ▪ Oxycodone ▪ Methamphetamine
* 10-panel also available <i>without</i> THC		

Breath Alcohol Testing

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

Initial Test

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

Breath Alcohol Confirmation Test

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

Annual Random DOT Drug Screens and Breath Alcohol Tests

Concentra Medical Compliance Administration (CMCA) random selection program eliminates manipulation of the selection process and adheres to DOT regulations.

We use a pool management feature in our drug testing program to capture information needed to schedule random pool selections within the required time frame, including:

- Name of pool
- Selection interval – monthly or quarterly
- Last selected – indicates period the last pool was selected
- Scheduled – indicates pool has been scheduled

Website users are able to view the employee list for each random pool group, add and remove members from the random pool group, and view the current random selection 24 hours a day, seven days a week.

Once pools are established, the City's random selection process is conducted. To proceed:

- The City's contact updates additions and deletions of pool employees via the web, or via email if web is not available
- CMCA imports records from the client database and creates pool groups to meet specified criteria
- Once the pool has been created, employees have been imported to the pool, and year-to-date statistics are verified, random selection is electronically run
- CMCA prints a master random selection list and sends employee notification and instruction letters to the City's contact
- CMCA reports whether an employee has completed his/her drug test and reports on outstanding tests

Medical Review Officer (MRO) Services

When the laboratory confirms a non-negative result, Concentra enlists a Medical Review Officer (MRO) through our preferred vendor for review of the result. An MRO assistant ensures the MRO copy and the laboratory copy of the chain of custody and control form (CCF) are transmitted timely, as the MRO will not initiate a donor interview until receiving the MRO copy of the CCF and will not transmit verified results until receiving the laboratory copy. If the MRO is unable to obtain either copy, the MRO reports a "canceled" test.

The MRO makes three or more attempts in a three-day period to reach the donor (barring unforeseen circumstances, such as donor's phone disconnected). The MRO interviews the donor to determine if there is a legitimate medical explanation for the non-negative result. The MRO can ask medically related questions

(which the donor's employer cannot ask under the Americans with Disabilities Act) to validate or invalidate a non-negative laboratory result.

The MRO's standard responsibilities include:

- Conform to DOT Regulation 49 CFR Part 40 in the performance of all services and data transmissions for DOT and non-DOT drug tests
- Provide an MRO assistant to review all test results and CCFs under the MRO's direct supervision
- Receive appropriate copies of the CCF within 24 hours of the collection; if collection sites do not adhere to this requirement, Concentra provides appropriate follow up and training
- Store MRO records within regulatory requirements and best practices to maintain confidentiality
- Facilitate blind sampling for all laboratories, per DOT regulations
- Adhere to federal guidelines when coordinating the collection site process
- Transmit results via a secured network; SAMHSA-certified laboratories produce an export file from their information management system and send it across their internal network in an encrypted file, restricting access

Laboratory Services Vendor

Concentra would utilize our preferred vendor, Quest Diagnostics Incorporated (Quest), for laboratory analyses.

Established in 1990, Quest possesses 28 years of experience providing exceptions services in the field of laboratory testing. Quest Diagnostics Clinical Laboratories, Inc., a subsidiary of the parent company, has four forensic drug testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT); three of the labs are also Clinical Laboratory Improvement Amendments (CLIA)-certified.

Each of Quest's forensic toxicology laboratories is certified by the Department of Health and Human Services (DHHS)/SAMHSA to perform urine drug testing under the federal program. The four SAMHSA certified laboratories are compliant with SAMHSA guidelines as detailed in the Federal Register 73 (228): 71858-71907 (11-25-2008) and the DOT's 49 CFR Part 40 rules, detailed in Federal Register 65 (244): 79462-79579 (12-19-2000), and any subsequent revisions. The DOT, Nuclear Regulatory Commission (NRC), Federal Railroad Administration (FRA), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the FMCSA all require this certification.

Each laboratory is licensed by the state where the laboratory is located. Quest's drug testing procedures and laboratories are also fully certified and accredited by federal government agencies, and professional organizations such as the Agency for Health Care Administration (AHCA) Florida and CLIA.

Of relevance, Quest:

- Performs services in all 50 states and the District of Columbia (DC), Puerto Rico, Mexico, and the United Kingdom
- Performs more than 11 million drug and alcohol tests annually
- Performs more than 300 million clinical tests each year
- Is trusted by more than two-thirds of the nation's hospitals
- Is the preferred laboratory of choice for more than 200,000 physicians
- Impacts more than 70 percent of the health care decisions made by physicians today

We outline Quest's capabilities in the following table.

Quest Diagnostics, Inc. – Testing Capabilities	
Substance Abuse Testing	Clinical Testing
<ul style="list-style-type: none"> A comprehensive menu of both standard and customized panels Specialized test panels and adulterant testing, including expanded opiate and DOT and HHS panels A range of specimen options, including urine, oral fluid, hair testing, and breath alcohol testing 	<ul style="list-style-type: none"> A national network of laboratories with locations in or near all major cities, so there is always a lab nearby Two full-service, bicoastal, esoteric testing laboratories for fast turnaround on specialized testing Additional clinical laboratory testing options including, but not limited to: OSHA, industrial, heavy metals, esoteric testing, and executive health panels

Administrative and Support Services

Appointment Scheduling

Concentra would provide the City's employees with prompt service. Although our medical centers are primarily "first come, first serve," Concentra can accommodate scheduled appointments if requested, with 24 hours' advance notice. In addition, our medical centers implement "fast track" drug/alcohol testing services where employees experience a 30-minute-or-less wait time for drug specimen collection and/or breath alcohol testing.

Billing and Invoicing

Concentra's Central Business Offices (CBO) maintain responsibility for all aspects of revenue billing and collection within their designated regions, including bill production, cash receipt, payment posting, and account receivable management services. We outline our standard billing process in the following table.

Concentra's Billing and Invoicing Practices	
Service Type	Billing/Invoicing Details
Non-Injury Care	<ul style="list-style-type: none"> Invoices generated weekly by market Includes a minimum of the following for each line item: patient name, date of service, employee's department location (if provided), complete list of services performed Term is net 30 days

Patient Confidentiality

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial colleague training upon hire and annually thereafter. New privacy and security laws and challenges including high profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure on-going compliance with the HIPAA Privacy and Security Regulations.

We also employ:

- A HIPAA-compliant Business Associate Agreement (BAA) with any third-party whose services provided, and data shared, are subject to the HIPAA regulations
- Concentra-owned, internal documentation systems on our servers, all of which are protected by firewalls and anti-virus technologies that are monitored daily
- A secured intranet for all internal documents and a secured virtual private network (VPN) for authorized remote access
- HIPAA policies and procedures that outline the required privacy and security requirements for handling, maintaining, and disposing of personal health information (PHI)
- Contracted service with a bonded (HIPAA-compliant) vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within our office space (as per the HIPAA guidelines). Our vendor provides an approved form of identification, picks up and removes all materials from our offices, and obtains required signatures from our bonded workers
- Password protected access to all sensitive client files and access only to those staff members with a need to know, who require the files to support direct client services
- Acknowledgement of our HIPAA compliance for all employees within new hire and annual training
- HIPAA regulations regarding proper consent prior to sharing individual PHI with any party, i.e., client (employer), insurance company, or other provider(s), as required

Concentra's established internal control mechanisms are designed to ensure proper safeguarding of each client's employees' PHI while allowing us to provide them with excellent care.

- **Roles of all involved parties clearly identified**

Program Management

Concentra carefully considers each project and its unique goals when assigning an account management team. We take a collaborative approach that combines local operational and clinical support to ensure quality and service excellence. The individuals we select bring valuable, relevant experience to the program and provide ongoing support within their respective areas of expertise.

Initial Contact

Travis Bowman, Field Account Executive, would be designated as the City's initial point of contact throughout the procurement and contracting phases. Mr. Bowman would be responsible for ensuring Concentra colleagues know and understand the City's program requirements and would be available to answer your questions throughout this initial phase of engagement.

Operational Oversight

Michele Kessner, Center Operations Director (COD), would serve as the day-to-day contact for program operations. This individual regularly monitors processes and procedures to ensure ongoing compliance with applicable regulations and guidelines, as well as program specifications. She is invaluable to the success of the program and is available to answer questions, address issues, and ensure the program continues to operate efficiently.

Responsibilities of the COD include:

- Serve as the liaison between Concentra and the City
- Oversee day-to-day medical center operations
- Implement and ensure ongoing compliance with operational policies, procedures, and training programs within the center

- Manage patient care issues and other center issues requiring resolutions
- Ensure a clear understanding of contract objectives and deliverables to successfully execute programs and projects
- Collaborate with center, area, and regional leadership teams to ensure we effectively deliver the agreed upon scope of work, monitor program outcomes, and maintain the account

Clinical Oversight

Dorothy Jennings, DO, Center Medical Director (CMD), would provide primary oversight for clinical practices, ensuring continued compliance. She would ensure that the medical interpretations and associated clearances comply with the most recent medical standards and guidelines, and adhere to applicable regulations. Her expertise relevant to the desired scope of work would be instrumental in the provision of services.

Responsibilities of the CMD include:

- Review all medical history and perform medical physical examinations
- Understand all medical surveillance requirements of OSHA, DOT, NFPA, police officer standards, ADA, FMLA, and other regulated examinations
- Report the results of the medical evaluation to the employee, including any medical condition(s) identified during the evaluation
- Provide the recommendation as to whether the employee is medically certified to safely perform the essential job tasks
- Forward copies of any abnormal results, along with patient instructions regarding primary care follow-up, to individuals who were instructed to seek medical follow-up to address any medical conditions or abnormal laboratory results identified during the evaluation
- Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid in the employee's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
- Review medical evaluations conducted by other clinicians
- Review individual medical evaluations and aggregate data to detect evidence of occupational exposure(s) or clusters of occupational disease

Physical Therapy and Functional Testing Oversight

Christy Boeckman, DPT, MTC, PT, Center Therapy Director (CTD), would provide oversight for the physical therapy and functional testing services rendered as part of the program. She is an expert in her field and possesses a wide breadth of knowledge overseeing these services for other area clients. She utilizes this expertise to deliver services that objectively assess an employee's functional abilities and expedite the return-to-work process.

Responsibilities of the CTD include:

- Conduct an initial evaluation on clinician referrals and develop appropriate treatment plans
- Ensure treating clinicians have the necessary information to appropriately evaluate an employee's functional ability
- Communicate with all clinicians and the client regarding an employee's diagnoses, setting expectations for return-to-work, emphasizing education and motivation, and discussing specific rehabilitation issues and early intervention opportunities
- Utilize knowledge of best demonstrated practices and quality indicators to evaluate and measure program effectiveness, and implement methods to improve processes and outcomes
- Ensure compliance with guidelines and regulations established by the relevant licensing, certification, and accrediting bodies, including the Americans with Disabilities Act (ADA)

Center Staff

Concentra employs skilled and experienced health care professionals to deliver services relevant to our offering. Center staff includes an appropriate combination of physicians, mid-levels, nurses, physical therapists, radiology technicians, and medical assistants.

Clinical Professionals

Concentra utilizes qualified and appropriately licensed and credentialed clinical professionals to serve the occupational health needs of a client's workforce. These professionals are skilled in their respective areas of expertise and undergo extensive annual training in addition to continuing education classes. Furthermore, our clinical professionals are vigilant in applying their knowledge to recognize and diagnose potential exposures and resulting health issues. They regularly monitor OSHA, DOT, NFPA, police officer standards, ADA, and other applicable federal and state regulations to ensure all associated services remain in compliance and adhere to best practice guidelines.

Support Staff

Concentra employs qualified support personnel whom we train and fully certify to perform their associated tasks. Specifically, our center support staff includes drug specimen collectors certified to perform DOT collections, certified breath alcohol technicians, National Institute for Occupational Safety and Health (NIOSH)-certified pulmonary function testers, Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified personnel to perform audiometric testing, certified radiologic technologists, certified medical assistants, and certified phlebotomists.

- **Familiarity with project location as evidenced by proposal/interview (if applicable)**
Not applicable.

- **Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere**

The Concentra Advantage

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

A Best-in-Class Occupational Health Model

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

Clinical Foundation

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

Examples include, but are not limited to:

- Developed the FReSH program (Functional Restoration/Status of Healing Scale), a new approach to pain management, which focuses on functional movement and improvements in the healing process. This program encourages patients to take a more active role in their recovery which means injured employees return to work faster, making your company more productive.
- Developed a Sleep Evaluation Worksheet (SEW) used by our clinicians to evaluate individuals in safety sensitive positions for the presence of sleep disorders that may pose a hazard to themselves and their workplace. This was created due to the lack of guidelines in the FMCSA's Medical Examiner Handbook and to provide consistency and direction for our medical examiners. The SEW incorporates recommendations from the FMCSA's Medical Expert Panel and the Medical Review Board.

Concentra has also built the clinical infrastructure to keep us at the forefront in workplace health and our Enterprise Quality Improvement Program Committee monitors key quality measures and oversees improvement initiatives.

Expertise and Innovation

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

Unmatched Access

With Concentra, your employees have access to our extensive network of more than 530 Concentra medical centers nationwide. Our 2018 acquisition of U.S. HealthWorks solidifies our position as the largest occupational health provider in the country. Combined with de novo (new) centers, our total 2018 increase of 220 centers demonstrates our commitment to provide quality health care to the nation's employees.

In addition, Concentra Telemed™ and Concentra Telerehab®, both of which launched in 2017, extend access to care beyond the centers' walls and standard working hours. Our integrated approach ensures continuity of care by leveraging the same electronic medical record and practice model regardless of access point.

Also launched in 2017, Concentra's Transportation Solution powered by One Call Care Management provides injured employees with scheduled and real-time rides to and from Concentra medical centers. Available nationwide, our transportation solution is provided free of cost for employee transportation after initial injury, for follow-up appointments, and for scheduled physical therapy visits.

With One Call Care Management, employees or their supervisors call their local Concentra medical center to request a ride. A few minutes after requesting a ride, a driver sends a text message notifying the employee of the estimated time of arrival for pickup. After the visit, center staff members arrange for the employee's ride back to the workplace or home, depending on the severity of the injury and the treating clinician's recommended treatment plan. The City's employees would have prompt access to expert care, convenient rides with no smartphone app or tip required, and reduced time away from work.

One Call Care Management is a leading provider of specialized solutions in the workers' compensation industry. One Call Care Management provides transportation using their own transportation network, and through partnerships with ride-sharing services like Lyft and Uber.

Our Mission

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

Clinical Experience

Non-injury Experience

Concentra has been performing physical examinations, conducting drug and alcohol testing, and administering immunizations and vaccinations since our inception more than four decades ago. We maintain written guidelines on all relevant regulatory standards and create client-specific service packages tailored to meet the unique needs of each client's program requirements. Furthermore, we assure that only qualified individuals perform the requested services, in accordance with all local, state, and federal guidelines.

Department of Transportation Experience

Annually, Concentra performs more than 800,000 DOT examinations, making us the nation's largest provider of screening services for drivers of commercial motor vehicles. We provide DOT physical examinations for employers who operate in various industries, including:

- Aviation (FAA)
- Trucking (FMCSA)
- Railways (FRA)
- Public Transit (FTA)
- Maritime (MARAD)
- Pipelines and Hazmat (PHMSA), and more

Concentra maintains current, comprehensive knowledge of DOT rules and regulations. We require all Concentra physicians to be Federal Motor Carriers Safety Administration (FMCSA) National Registry certified to complete DOT examinations. In addition, Concentra offers the FMCSA curriculum as part of our training program to educate medical examiners on multiple topics within 13 different training modules on FMCSA regulations. Concentra's participants who complete the program are prepared to:

- Apply knowledge of FMCSA's driver physical qualification standards and advisory criteria to findings gathered during the driver's medical examination
- Make sound determination of the driver's medical and physical qualifications for safely operating a commercial motor vehicle (CMV) in interstate commerce
- Accurately complete the Medical Examination Report Form

As a recognized expert in DOT, Concentra also provides a suite of DOT-related services to keep employers and their drivers safe and compliant, including:

- DOT Drug Testing – DOT drug screenings test for the presence of illegal drugs, alcohol, and other substances
- Concentra's Sleep Evaluation Program – Objective and consistent evaluation of drivers who are at a risk of collision due to excessive sleepiness

Concentra is proud of its experience and attributes much of our success to our resident experts. Former Concentra physician, Ellison Wittels, MD, FACP, was the former senior consultant to the FMCSA. Dr. Wittels chaired the 2002 Cardiac Advisory Panel, which was empowered to provide cardiac interpretive guidelines to all physicians performing DOT medical examinations.

Due to our vast experience and relationship with the FMCSA, Concentra published a book, "Concentra Guide to Medical Certification of Commercial Drivers," to create consistent medical interpretations for

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Concentra physicians. The Concentra Guide integrates and defines the federal standards, medical guidelines, recent literature, and opinion, thus, providing a consistent framework for the medical examiner's assessment of the DOT-covered participant and determination of fitness. This led to Concentra physicians creating a training and certification course for non-Concentra physicians regarding DOT examination procedures and interpretations.

The City would benefit from Concentra's vast experience maintaining the health and safety of commercial drivers.

Firefighter and Police Officers Examination Experience

For more than 40 years, Concentra has performed examinations for firefighters, police officers, and other safety sensitive positions through our network of freestanding medical centers and employer onsite clinics. *Today we provide services to more than 1,500 fire, rescue, and police departments nationwide.* We maintain written guidelines on all firefighter and police officer standards and the regulations specified by the Occupational Safety and Health Administration (OSHA), National Fire Protection Agency (NFPA) Standard 1582, the Americans with Disabilities Act (ADA), and other applicable laws. Our clinicians delivering services have the appropriate certifications to perform the necessary clinical evaluations.

Firefighter Examination Experience

Evaluating firefighter candidates to determine if they are physically capable of performing the essential functions requires special expertise. Candidates must be evaluated in conjunction with NFPA Standard 1582 guidelines — a standard established by individuals with fire safety expertise and approved by the American National Standards Institute. The inherent on-the-job requirements of a firefighter necessitate that candidates have the strength and fitness to crawl or walk extensively, climb stairs/ladders while lifting and carrying heavy objects, wear a self-contained breathing apparatus, ventilate roofs or walls using power tools and/or hand tools, and advance water-filled hoses. Understanding this, Concentra has created physical conditioning procedures and performed job site analyses, physical fitness testing, and more for hundreds of fire departments nationwide. We follow local, state, and federal guidelines, including NFPA and International Association of Fire Fighters / International Association of Fire Chiefs (IAFF/IAFC) standards, to ensure individuals in these positions are fit to perform their essential job functions.

Police Officer Examination Experience

In performing their duties, police officers frequently face strenuous physical situations. They can be involved in combative incidents, including handcuffing, use of restraining devices, batons, locks, grips, holds, self-defense, and body force. As emergency responders, they can be required to run, jump, climb, crawl, walk extensively, lift, carry, drag, pull, balance, and push. In addition, police officers are often subjected to extreme psychological and emotional stress when dealing with aggression, violence, and cruelty, and must intervene in high-pressure, human crisis situations frequently. As such, it is imperative to provide thorough candidate evaluations and pre-screenings, and access to ongoing medical and psychological support for officers, to ensure the overall health and safety of these individuals. Concentra has extensive experience working with hundreds of police departments and other law enforcement agencies across the country to help ensure their officers are fit to perform their essential job functions. We adhere to all local, state, and federal guidelines, as well as each agency's unique standards.

- **Proposed communication process**

Technology

Concentra medical center, onsite clinic, Concentra Telemed, or Concentra TeleRehab site in the country. Our EMR integrates with practice management systems and supports continuity of patient care and an exceptional customer experience. Allscripts provides:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- Computerized order entry and management with electronic integration with laboratory and X-ray vendors
- Supports both onsite dispensing and pharmacy e-prescribing
- Customized clinical documentation templates to support clinical operations
- Best practice, evidence based, diagnosis specific care guides
- Integrated tasking and communication function

Allscripts supports all clinical operations, improves clinical quality, and streamlines the information exchange process to afford our clinicians the ability to quickly and accurately communicate information to the City and your employees. The system also provides data-driven insights, allowing us to apply population management principles for measurable trend management. Our ability to capture member data in real time from multiple sources helps us learn the health and social behavior patterns unique to each individual and the City's population in the aggregate.

Employer Portal

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

- Online account management
- ✓ Access to make edits to your company and location addresses and contacts
- ✓ View capabilities of all service packages, components, and payors, third-party administrators, and medical review officers
- Timely updates to your employees' non-injury and injury visit results and work restrictions
- ✓ Full integration of existing employer reports for easy access
- ✓ Export and print functionality for all accessible reports
- ✓ Archive and search functions for stored reports provided
- Ability to create, manage, and review employee authorizations online
- ✓ Electronic creation of authorization forms
- ✓ Print and email functionality to communicate authorizations to your employees
- ✓ Search and archive functions
- Enhanced security features protect your information
- ✓ Access control
- ✓ Database monitoring
- Malware and virus protection
- Intrusion detection and prevention

Standard Reporting

Individual patient encounters provide the basis for the reporting system. Our system would create a report for each employee seen at Concentra and would make it available to the City via the Employer Portal. Concentra can set up notification for multiple contacts, if desired. The following table outlines examples of our standard visit-based report output.

Sample Reports and Communications

Non-Injury Status Report	<ul style="list-style-type: none"> ▪ Generated after each non-injury visit ▪ Includes the employee's name and demographics, date seen, time checked in and out of the center, results, and remarks
Patient Referral	<ul style="list-style-type: none"> ▪ Generated when a referral to a specialist takes place ▪ Includes basic demographics, billing information, specialist information, and referrals details (i.e., type of referral, recommendations, priority, notes)

Utilization Reporting

Concentra also offers utilization reports that share key injury information. This report captures all injuries treated at Concentra for each employer, and provides detailed information specific to injury care services, including but not limited to the following:

- Number of employees treated
- Distribution of body category injured
- Number and percentage of cases closed
- Average visits per case
- Percentage of cases referred to a specialist provider
- Percentage of cases referred to physical therapy
- Average days to discharge
- Percentage of cases with off-duty and limited-duty days
- Average number of off-duty and limited-duty days
- Average cost per case
- Comparisons of the project data to the entire client market for the same period

Results Reporting

Physical Examinations

Concentra evaluates and reports all medical information back to an employer's designated representative within 24 hours of receiving all relevant data. The report provides a recommendation based on the results, and any recommended referrals and/or restrictions. The clinician notes if additional testing is necessary and advises of the clearance status for job placement. If the results require supplemental testing, Concentra would notify the City's designated representative prior to performing any additional testing. *Depending on the specific components tested for (i.e., blood or urine analysis), results may take up to five days to report.*

Drug and Alcohol Testing

Concentra's average turnaround time for a negative drug screen result is 24-48 hours upon receipt at the laboratory. Turnaround time for a non-negative drug screen result, including Medical Review Office's (MRO) review, varies for non-DOT and DOT tests, and may take 48 to 72 hours depending on the MRO verifications.

- For a non-DOT non-negative drug test, MRO review is at the employer's discretion and results can take 48 to 72 hours once received at the lab.
- MRO review is required for all DOT non-negative drug tests. While we can report a non-negative result to the MRO within 48 hours, the average turnaround time for a non-negative DOT drug screen review by the MRO varies. Per DOT guidelines the donor has up to five days to contact the MRO before the MRO reports a result.
-

Breath alcohol test results are reported the same day the specimen is obtained.

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name
19000 E. Eastland Ctr Ct, Ste 200

Address
Independence, MO 64055-7023

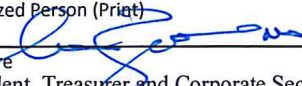
City/State/Zip
816.478.9299 816.478.6526

Telephone# Fax#
47-2063864

Tax ID No.

Art Ziporin, MD

Authorized Person (Print)


Signature
President, Treasurer and Corporate Secretary

Title
August 30, 2019

Date
C Corporation

Entity Type:

FORM NO. 6A: FEE SCHEDULE


DOT Random Program & Post-Offer Drug Screens		Cost Each	
5 panel DOT drug screen		\$45	
Annual Random Program Fee		\$250	
DOT Post Offer, Pre Employment Physical Examinations		Cost Each	
DOT Physical Exam		\$75	
Drug & Alcohol Screens		Cost Each	
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45	
Instant 11-Panel		\$45	
24/7 Drug Screen Collection Fee		Handled by Guardian	
Drug Screen Confirm Non-Negative		Included	
Observation Fee		Included	
Breath Alcohol		\$40	
Blood Alcohol		\$55	
BAT Confirm Non-Negative		Included	
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each	
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)			
Physical exam		\$68	
Vital Signs	included		
Height	included		
Weight	included		
Blood Pressure	included		
Resting Pulse	included		
Respiration Rate	included		
Hearing (Whisper Test)	included		
Vision	included		
Body Fat Analysis	included		
Medical History Questionnaire	included		
Audiogram		\$40	
Profile 3		\$725	
Comprehensive Metabolic Panel			included
Lipid Panel Phosphorus			included
Uric Acid			included
Lipid Profile			included
HDL			included
LDL			included
Triglycerides			included
TSH			included
CBC with Differential			included
Urinalysis with micro			included
Electrolyte Panel		\$70	
Essential Function Level I		\$75	
Essential Function Level II		\$85	
Spirometry/PFT (Pulmonary Function Test)		\$50	
Respirator Questionnaire Review		\$40	
Respirator Physical Exam w/Questionnaire Review		\$70	
Respirator Qualitative fit test		\$50	
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85	
EKG resting with interpretation		\$80	
Stress Treadmill with Interpretation		Not offered by Concentra	
Blood Pressure Recheck		Included	
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra	
Vision Titmus Screen (w/Color)		\$40	
Vision Complete Test (w/Farnsworth)		\$35	

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP)	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
Vaccinations ad Titers	Cost Each
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
Fit For Duty and other Miscellaneous Services	Cost Each
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

Occupational Health Centers of Kansas, P.A. dba
Concentra Medical Centers

Company Name
19000 E. Eastland Ctr Ct, Ste 200
Address
Independence, MO 64055-7023
City/State/Zip
816.478.9299 816.478.6526
Telephone# Fax#
47-2063864
Tax ID No.

Art Ziporin, MD

Authorized Person (Print)

Signature
President, Treasurer, and Corporate Secretary
Title
August 30, 2019
Date
C Corporation
Entity Type:

PART II
INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS:

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
 - ❖ Costs of Medical Services
 - ❖ Availability of Medical Services
 - ❖ Minimum Annual Fee (If Any)
 - ❖ Maximum Annual Fee (If Any)
 - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
 - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
 - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
 - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
 - ❖ What percentage of your work will the City be?
 - ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
 - ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES NO

INITIALS: 

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction

11. **BUSINESS LICENSE REQUIREMENTS:** The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
12. **WORK AUTHORIZATION AFFIDAVIT:** Any contract in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Dallas)
) ss.
State of Texas)
 Art Ziporin, MD

Occupational Health Centers of
Kansas, P.A. dba Concentra

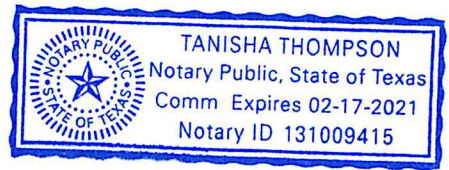
My name is Art Ziporin, MD. I am an authorized agent of Medical Centers ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a sub-consultant that knowingly employs or contracts with an illegal alien.

Art Ziporin, MD
Affiant
Art Ziporin, MD

Subscribed and sworn to before me this 30th day of August, 2019.

Tanisha Thompson
Notary Public



SEAL



Company ID Number: 17365

Client Company ID Number: 800721

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Select Medical Corporation (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and

coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's

responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting

requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security

Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV
SERVICE PROVISIONS**

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V
SYSTEM SECURITY AND MAINTENANCE**

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 17365

Client Company ID Number: 800721

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Select Medical Corporation (Employer) hereby designates and appoints General Information Services, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.


If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 17365

Client Company ID Number: 800721

Approved by:

Employer Select Medical Corporation	
Name (Please Type or Print) Jennifer Allison	Title VP of Employment Services
Signature 	Date 7/30/2014
E-Verify Employer Agent General Information Services, Inc.	
Name (Please Type or Print) Ashley Moore	Title
Signature Electronically Signed	Date 07/24/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number: 17365

Client Company ID Number: 800721

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Select Medical Corporation
Company Facility Address	4714 Gettysburg Rd Mechanicsburg, PA 17055
Company Alternate Address	
County or Parish	CUMBERLAND
Employer Identification Number	232872718
North American Industry Classification Systems Code	622
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1,520

Company ID Number: 17365

Client Company ID Number: 800721

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

PENNSYLVANIA	225 site(s)
ALABAMA	5 site(s)
ALASKA	5 site(s)
ARKANSAS	5 site(s)
ARIZONA	21 site(s)
CALIFORNIA	14 site(s)
COLORADO	21 site(s)
CONNECTICUT	49 site(s)
DIST OF COL	3 site(s)
DELAWARE	2 site(s)
FLORIDA	159 site(s)
GEORGIA	34 site(s)
IOWA	2 site(s)
IDAHO	2 site(s)
ILLINOIS	47 site(s)
INDIANA	28 site(s)
KANSAS	21 site(s)
KENTUCKY	49 site(s)
LOUISIANA	4 site(s)
MASSACHUSETTS	9 site(s)
MARYLAND	23 site(s)
MAINE	14 site(s)
MICHIGAN	26 site(s)
MINNESOTA	34 site(s)
MISSOURI	92 site(s)
MISSISSIPPI	20 site(s)
NORTH CAROLINA	44 site(s)
NEBRASKA	2 site(s)
NEW HAMPSHIRE	5 site(s)
NEW JERSEY	186 site(s)
NEW MEXICO	2 site(s)
NEVADA	9 site(s)
NEW YORK	7 site(s)
OHIO	89 site(s)
OKLAHOMA	24 site(s)
OREGON	1 site(s)
SOUTH CAROLINA	32 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	25 site(s)
TEXAS	141 site(s)
UTAH	2 site(s)
VIRGINIA	26 site(s)
WASHINGTON	2 site(s)
WISCONSIN	7 site(s)
WEST VIRGINIA	1 site(s)

Company ID Number: 17365

Client Company ID Number: 800721

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Erica Hill
Phone Number	(717) 920 - 6757
Fax Number	(717) 412 - 9355
Email Address	eehill@selectmedical.com

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Attachment **Legal and Risk**

Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the City, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the City and Concentra.

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2020-001

The City of Lee's Summit will accept electronic submitted proposals through Public Purchase from qualified persons or firms interested in providing the following:

**MEDICAL SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF
10:00 AM LOCAL TIME ON AUGUST 30, 2019**

It is the responsibility of interested firms to check the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
E-mail	Entity Type

CITY OF LEES SUMMIT REQUEST FOR PROPOSAL 2020-001

The City of Lee's Summit will accept electronic proposals from firms/providers interested in providing the following: Medical Services as a yearly contract. Proposals must be received electronically in Public Purchase by 10:00 AM Local time, on August 30, 2019.

RFP documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Firms needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Firms should plan on registering no later than 36 hours (M-F) prior to bid opening.

DeeDee Tschirhart, Senior Procurement Officer

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED
1. INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking proposals from qualified firms/providers to: Provide a variety of professional medical and consultative services on a regular basis as a yearly contract for the City's prospective and current employees.

Required medical services include physicals [post-offer, annual wellness, annual Department of Transportation (DOT), and special circumstance, i.e. training course prerequisites]; drug screens [DOT, 10-screen non-NIDA, post-offer pre-employment, random, post-accident, and reasonable suspicion]; vaccinations [hepatitis A and B, influenza, rabies, tetanus, chicken pox, anthrax, Dtap, and MMR]; and testing [hepatitis/rabies antibody (titer), hazardous material(s) exposure, audiogram, vision acuity (including color recognition)].

In addition, the City requires qualified providers to perform or provide related services such as ergonomic work station assessments and recommendations, job/task analysis- for physical demands and ADA compliance, development of customized physical examinations to match specific job demands, ~~indoor air quality assessment and recommendations~~, health/wellness related training sessions, health fair participation, provision of safety/health/wellness material and/or information. Medical services identified above may be delivered at the provider's location or when requested, be delivered on-site at City facilities.

The City currently has 25 departments located throughout the City limits in approximately 17 separate locations. In addition to the standard City departments Lee's Summit also operates a municipal airport, solid waste landfill, and is responsible for coordinating the medical services requirements for the Parks and Recreation department. The City's workforce population currently consists of approximately 650 full-time and up to 200 part-time, seasonal employees.

Human Resources role in medical services is to liaison between designated providers and the majority of City departments. Currently the HR department has 5 full time staff working to maintain and improve, expand, and enhance the City's ability to accomplish the City's objectives. Police and Fire departments have designated at least 1 full time staff member as liaison with designated providers for the scheduling and coordination of annual physicals and specialized services for public safety employees.

2. SCOPE OF SERVICES:
2.1 Departmental Requirements For Medical Services Are As Follows:
2.1.1 Human Resources Department:

- 2.1.1.1 Post-Offer Physicals
- 2.1.1.2 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.1.3 Post-Accident Drug Screen [DOT]
- 2.1.1.4 Post-Injury Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [DOT]
- 2.1.1.6 Annual Random DOT Drug Screens and Breath Alcohol Tests
- 2.1.1.7 Blood Alcohol Levels
- 2.1.1.8 Influenza Vaccinations
- 2.1.1.9 Rabies Vaccine and 2-year Titer testing
- 2.1.1.10 Hepatitis A Vaccine
- 2.1.1.11 Hepatitis B Vaccine [\(3-shot series\)](#)
- 2.1.1.12 Hepatitis Titer Testing (A, B, C, and combination)
- 2.1.1.13 Provide verbal and written reports of physical exam, drug screening, and breath alcohol tests results
- 2.1.1.14 ~~Fax copies of a~~All reports [will be provided in the Concentra portal](#) within 24 hours of service delivery to City's designated contact.
- 2.1.1.15 Required reports:
 - Drug Screen Results
 - Physical Exam Results
- 2.1.1.16 Provide hard copies of all reports as requested
- 2.1.1.17 Follow City provided protocol
- 2.1.1.18 Coordinate authorization and delivery with City's designated personnel
- 2.1.1.19 Ergonomic assessments and recommendations
- 2.1.1.20 Job/task analysis for physical demands and ADA compliance
- 2.1.1.21 Development of customized physicals to match specific job demands
- ~~2.1.1.22 Indoor air quality sampling, assessment and recommendations~~

2.1.1.23 2.1.1.22 Health/wellness and/or safety-related training sessions (limited)

- ~~2.1.1.24~~2.1.1.23 Provision of safety/health/wellness material and/or information.
- ~~2.1.1.25~~2.1.1.24 Health fair participation

2.1.2 Fire Department Requirements:

- 2.1.2.1 Annual Physical
- 2.1.2.2 PFT – Pulmonary Function Testing including chest x-rays
- 2.1.2.3 Hazardous material(s) exposure levels
 - ✓ Hepatitis vaccinations
 - ✓ Influenza vaccinations
- 2.1.2.4 Provide verbal report of exam results
- 2.1.2.5 Provide hard copies of all reports as requested
- 2.1.2.6 Follow City provided protocol
- 2.1.2.7 Coordinate authorization and delivery with City’s designated personnel

2.1.3 Police Department Requirements:

- 2.1.3.1 Annual Physical
 - ✓ Hepatitis vaccinations
 - ✓ Hepatitis titers
 - ✓ Small Pox vaccinations
 - ✓ Anthrax vaccinations
 - ✓ Rabies vaccinations
 - ✓ Rabies titers
 - ✓ HIV titers
- 2.1.3.2 Special Training Physicals as defined by department
- 2.1.3.3 Provide verbal report of exam results
- 2.1.3.4 Provide hard copies of all reports as requested
- 2.1.3.5 Follow City provided protocol
- 2.1.3.6 Coordinate authorization and delivery with City’s designated personnel

2.1.4 Parks & Recreation Department Requirements:

- 2.1.4.1 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.4.2 Provide hard copies of all reports as requested
- 2.1.4.3 Follow City provided protocol
- 2.1.4.4 Coordinate authorization and delivery with City’s designated personnel

2.2 Medical Services:

DOT Random Program & Post-Offer Drug Screens	
5 panel DOT drug screen	
Annual Random Program Fee	
DOT Post Offer, Pre Employment Physical Examinations	
DOT Physical Exam	
Drug & Alcohol Screens	
Drug Screen: 10 panel, PA66 Premier Non-DOT	
Instant 11-Panel	
24/7 Drug Screen Collection Fee (Guardian (sub) holds all results)	
Drug Screen Confirm Non-Negative	
Observation Fee	
Breath Alcohol	
Blood Alcohol	
BAT Confirm Non-Negative	
Physicals: Post Offer/Pre Employment, Annual and Specialty	
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)	
Physical exam	
Vital Signs	included
Height	included

Weight	included
Blood Pressure	included
Resting Pulse	included
Respiration Rate	included
Hearing (Whisper Test)	included
Vision	included
Body Fat Analysis	included
Medical History Questionnaire	included
Audiogram	
Profile 3	
Comprehensive Metabolic Panel	included
Lipid Panel Phosphorus	included
Uric Acid	included
Lipid Profile	included
HDL	included
LDL	included
Triglycerides	included
TSH	included
CBC with Differential	included
Urinalysis with micro	included
Electrolyte Panel	
Essential Function Level I	
Essential Function Level II	
Spirometry/PFT (Pulmonary Function Test)	
Respirator Questionnaire Review	
Respirator Physical Exam w/Questionnaire Review	
Respirator Qualitative fit test	
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)	
EKG resting with interpretation	
Stress Treadmill with Interpretation	
Blood Pressure Recheck	
Treadmill moving Fee for each move to and between on sites	
Vision Titmus Screen (w/Color)	
Vision Complete Test (w/Farnsworth)	
PPD (TB skin test)	
Tuberculosis Blood Test	
TB Quantiferon (TB Gold)	
Hgb A1C	
C Reactive Protein (both types)	
Blood Lead Standard Profile (includes ZPP, blood draw only)[Wags1]	
Heavy Metal Screen Blood Profile Level 1	
PSA	
Vaccinations ad Titers	
Influenza (annual seasonal injection)	
Influenza (annual nasal mist)	
On Site Staffing Fee for Flu Shots (each on-site date/time)	
Rabies vaccine (series of 3x = new)	
Rabies vaccine (single 2 year booster)	
RFFIT Rabies Titer (2-year plus S&H)	
Hepatitis A vaccine (series of 2) 20 sets	
Hepatitis B vaccine (series of 3) 20 sets	
Hepatitis A titer	
Hepatitis B titer	
Hepatitis C titer	
Hepatitis titer (Combo A-B-C)	

Tetanus booster
Tdap Booster
HVIAB HIV Titer
Chicken Pox Vaccination
Mump, Measle, Rubella (MMR) Vaccination
MMR Titer
Varicella Titer
Fit For Duty and other Miscellaneous Services
Ergonomic Evaluation (per hour)
Job Evaluation
Minor Fit for Duty
Comprehensive Fit for Duty (Billed per 15 min increments) per hour
Medical Consultation
Establish Office Visit
Health Fair Participation
Cholesterol Checks (instant) (each)
Blood Pressure Check (per hour)
Healthy Weight Check (per hour)
Body Fat (each)
Vision checks (each)
Eye Health Check
Audiometric
Back Health Check (per hour)
Exercise Demo/Suggestions (per hour)
Diet advise (per hour)

2.3 City-wide Requirements for Medically-related Consultative Services:

TYPE	EST. QTY.
Work station ergonomic assessments	As needed
Job activity ergonomic assessments	As needed
Analyze job descriptions to identify Post-Offer physical examination components	As needed
Analyze job descriptions to verify ADAAA compliance	As needed
Evaluate job activity to identify post-offer physical examination components	As needed
Advise during development of post-offer physical exams specific to job descriptions/activities, and applicable regulatory compliance.	As needed
Provide air sampling, laboratory evaluation of samples, and make recommendations regarding indoor air quality	As needed
Advise during development of safety and health related training; Provide related topical materials; As applicable supply professionally qualified trainer/speaker. See below (limited to lunch and learns on mutually agreed upon topics available)	
Back Injury Prevention	As needed
Manual Lifting	As needed
Ergonomic Basics	As needed
Carpal Tunnel Syndrome Prevention	As needed
Hepatitis Awareness	As needed
Bloodborne Pathogen Exposure Prevention	As needed
Cholesterol Reduction	As needed
Hypertension Awareness	As needed
Weight, Diet, Exercise for Health	As needed
Eye Health	As needed
Hearing Conservation	As needed
Smoking Cessation	As needed
First Aid	As needed
CPR	As needed
Health Fair Participation (8 hour duration)	Annual
Cholesterol Check	Potential
Blood Pressure Check	Potential
Weight Check	Potential
Body Fat Check	Potential
Audiometric Test	Potential
Vision Check	Potential
Eye Health Check (macular degeneration, cataracts, etc.)	Potential
Back Health Check	Potential
Exercise Demonstration/suggestions	Potential
Diet Advice	Potential

3. CITY PROVIDED SERVICES:

- 3.1 City reserves the right to stipulate designated providers and provide authorization for all Medical Services prior to the delivery of said services.
- 3.2 City will provide protocols to all designated providers of Medical Services identifying appropriate contact personnel for scheduling, billing, inquiries, and other specific circumstances as needed.
- 3.3 City will coordinate with designated providers to identify the most effective delivery locations as needed.
- 3.4 City will provide coordination with designated providers to utilize city facilities as appropriate for the delivery of services.

4. TIMELINE:

- 4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Mail RFP Notification	August 13, 2019
Question Cutoff date	August 22, 2019 @ Noon, CST,
Receive Proposals electronically	August 30, 2019 @ 10:00 AM
Meet to review	week of September 9, 2019
Interviews	week of September 16, 2019
City Council	October 2019
Notice to Proceed	November 2019

PART II
INSTRUCTIONS TO RESPONDENTS

1. MINIMUM QUALIFICATIONS:

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
 - ❖ Costs of Medical Services
 - ❖ Availability of Medical Services
 - ❖ Minimum Annual Fee (If Any)
 - ❖ Maximum Annual Fee (If Any)
 - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
 - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
 - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
 - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
 - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
 - ❖ What percentage of your work will the City be?
 - ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
 - ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods [with the mutual written agreement of Offeror](#).
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES _____ NO _____ INITIALS: _____

13. SAMPLE AGREEMENT: The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example.

SAMPLE SERVICE AGREEMENT
FOR _____

This AGREEMENT, made and entered into this day of 20 , by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and , a of the State of , hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.
4. The term of this Agreement shall be from the date first written above. The City may, at its option, renew the Agreement for up to by giving written notice to the Service Provider.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City

ENCLOSURE I
PROPOSAL RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		Maximum Points	Score
1	<p>Evaluation Criteria</p> <p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> · Familiarity and experience with similar projects · Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> · Project Manager · Project team · Sub-consultants (if applicable) 	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> · Standard Quality Assurance/Quality Control program or procedures the firm has in place · Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> · Project schedule and detailed approach is reasonable/responsive to City's needs · Roles of all involved parties clearly identified · Familiarity with project location as evidenced by proposal (if applicable) 		<ul style="list-style-type: none"> · Identify/recognize critical or unique issues specific to the project · Adequacy of proposed communications process · Unique approaches that have been successful elsewhere.
5.	<p>Cost (FORM 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	

Ranked By: _____

TOTAL POINTS _____
(100)

5. Cost (FORM 6 A) 10
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE II
INTERVIEW RANKING SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		Maximum Points	Score
1	<p>Evaluation Criteria</p> <p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> · Familiarity and experience with similar projects · Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4)</p> <p>Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> · Project Manager · Project team · Sub-consultants (if applicable) 	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5)</p> <p>Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> · Standard Quality Assurance/Quality Control program or procedures the firm has in place · Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach (FORM 5)</p> <p>Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> · Project schedule and detailed approach is reasonable/responsive to City's needs · Roles of all involved parties clearly identified · Familiarity with project location as evidenced by proposal (if applicable) 		<ul style="list-style-type: none"> · Identify/recognize critical or unique issues specific to the project · Adequacy of proposed communications process · Unique approaches
5.	<p>Cost (FORM 6 A)</p> <p>Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	
Ranked By: _____			
		TOTAL POINTS	_____
		(100)	

- 5. Cost (FORM 6 A)
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

10

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 3
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 4
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page - __
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page __
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page - __
J.	Cost: Form 6A	Page __
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)).	Page __
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page __

FORM NO. 1: PROVIDER PROFILE

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
 - 1a. Firm/Provider is: National Regional Local
 - 1b. Year Firm/Provider Established: _____
Years of Experience providing Medical Services
 - 1c. Licensed to do business in the State of Missouri: Yes No
 - 1d. Name, title, telephone number and email address of Principal to contact:
 - 1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULANTS

Each respondent must complete this form for all proposed subcontractors.

SUBCONTRACTOR #1

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

SUBCONTRACTOR #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Estimated Cost (in Thousands) for Entire Project: \$ _____

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ _____

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 4: RESUME OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Consultant Firm with which associated:
- d. Years Experience:
With this firm ____ Other firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- ✓ Project schedule and detailed approach is reasonable/responsive to City's needs
- ✓ Roles of all involved parties clearly identified
- ✓ Familiarity with project location as evidenced by proposal/interview (if applicable)
- ✓ Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- ✓ Proposed communication process

Company Name	

Address	

City/State/Zip	

Telephone #	Fax #
_____	_____
Tax ID No.	

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6A: FEE SCHEDULE

DOT Random Program & Post-Offer Drug Screens		Cost Each
5 panel DOT drug screen (CMCA utilized)		\$45
Annual Random Program Fee (CMCA utilized)		\$250
DOT Post Offer, Pre Employment Physical Examinations		Cost Each
DOT Physical Exam		\$75
Drug & Alcohol Screens		Cost Each
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45
Instant 11-Panel		\$45
24/7 Drug Screen Collection Fee (subcontractor performs and holds results)		Handled by Guardian
Drug Screen Confirm Non-Negative		Included
Observation Fee		Included
Breath Alcohol		\$40
Blood Alcohol		\$55
BAT Confirm Non-Negative		Included
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc.)		
Physical exam		\$68
Vital Signs	included	
Height	included	
Weight	included	
Blood Pressure	included	
Resting Pulse	included	
Respiration Rate	included	
Hearing (Whisper Test)	included	
Vision	included	
Body Fat Analysis	included	
Medical History Questionnaire	included	
Audiogram		\$40
Profile 3		\$725
Comprehensive Metabolic Panel	included	
Lipid Panel Phosphorus	included	
Uric Acid	included	
Lipid Profile	included	
HDL	included	
LDL	included	
Triglycerides	included	
TSH	included	
CBC with Differential	included	
Urinalysis with micro	included	
Electrolyte Panel		\$70
Essential Function Level I		\$75
Essential Function Level II		\$85
Spirometry/PFT (Pulmonary Function Test)		\$50
Respirator Questionnaire Review		\$40
Respirator Physical Exam w/Questionnaire Review		\$70
Respirator Qualitative fit test		\$50
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85
EKG resting with interpretation		\$80
Stress Treadmill with Interpretation		Not offered by Concentra
Blood Pressure Recheck		Included
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra
Vision Titmus Screen (w/Color)		\$40
Vision Complete Test (w/Farnsworth)		\$35

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP (blood draw only))	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
Vaccinations ad Titers	Cost Each
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
Fit For Duty and other Miscellaneous Services	Cost Each
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

 Occupational Health Centers of Kansas, P.A. dba
 Concentra Medical Centers

 Company Name
 19000 E. Eastland Ctr Ct, Ste 200

 Address
 Independence, MO 64055-7023

 City/State/Zip
 816.478.9299 816.478.6526

Telephone# 47-2063864 Fax#

Tax ID No.

John R. Anderson, DO, FACOEM

Authorized Person (Print)

 Signature
 Assistant Corporate Secretary

 Title
 August 30, 2019

 Date
 C Corporation

Entity Type:

EXHIBIT C
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or

services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

Exhibit D
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Seller" means the respondent awarded a contract under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall not be included in the Unit Price.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of Public Purchase, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in Public Purchase. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into Public Purchase prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Seller shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Seller shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

17. **INDEMNITY AND HOLD HARMLESS:** Seller agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.

18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.

19. **COMPLIANCE WITH APPLICABLE LAW:** Seller shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.

20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

23. **CONFLICTS:** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Seller further covenants that in the performance of this contract no person having such interest shall be employed.

24. **DEBARMENT:** By submission of its response, the Seller certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Seller is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

25. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller, and shown as a single line item not included in the unit price or cost of the products or services.

26. **Davis Bacon Act:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

27. **Medical Records:**

(a) Custodian. Seller shall serve as the custodian of medical records created at the clinic during the Term of this Agreement. Seller, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the Term of this Agreement. Seller shall also abide by all applicable laws related to Seller and the medical service record retention. City acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. City understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent allowed by law. Seller is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Seller may only disclose protected health information as authorized by and to the extent allowed by law.

(c) Retention and Destruction. Upon the termination of this Agreement for any reason, Seller shall maintain all records created against the statutory and regulatory requirements. Should City request records be maintained by Seller beyond any state, local or federal rule due to an ongoing audit or legal matter, then City shall be invoiced for such retention for as long as such records are retained until written notice from City to destroy such retained records.

~~26.~~ This Section 27 shall survive the termination of this Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

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

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

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	CONTACT NAME: Concentra Unit PHONE (A/C, No, Ext): 215-567-6300 E-MAIL ADDRESS: Concentra_Unit@grahamco.com	FAX (A/C, No): 215-405-2694
	INSURER(S) AFFORDING COVERAGE	
INSURED CONCGRO-01 Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	INSURER A : Columbia Casualty Company NAIC # 31127	
	INSURER B : American Guarantee & Liability Ins. Co. NAIC # 26247	
	INSURER C : Liberty Mutual Fire Ins. Co. NAIC # 23035	
	INSURER D : Allied World Assurance Company, LTD NAIC #	
	INSURER E : Liberty Insurance Corporation NAIC # 42404	
	INSURER F : Liberty Mutual Insurance Company NAIC # 23043	

COVERAGES

CERTIFICATE NUMBER: 1429569207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-039	6/1/2019	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000	Y	Y	HMC 4032235752-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-63D-510199-019 WC5-631-510199-029	6/1/2019 6/1/2019	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Excess Liability			ZMD0119116-04 C023701-004	6/1/2019 6/1/2018	10/1/2020 10/1/2019	SEE BELOW \$10M Each Occurrence \$10M Aggregate

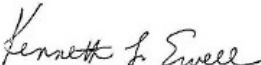
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$2,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-4; Effective 6/1/2019-10/1/2019 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Lee's Summit 220 S.E. Green Street Lee's Summit MO 64063-2358	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY The Graham Company		NAMED INSURED Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-4; Effective 6/1/2018-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-4; Effective 6/1/2019-10/1/2019 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-4; Effective 6/1/2019-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-4; 6/1/2019-10/1/2019 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-4; 6/1/2019-10/1/2019 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Policy #WA5-63D-510199-049; Effective: 6/1/2019-10/1/2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-059 and WC7-631-510199-069; Effective: 6/1/2019-10/1/2019

ADDITIONAL WORKERS COMPENSATION POLICIES:

- OHC of Arkansas – Policy #WC7-631-510199-079; Effective: 6/1/2019-10/1/2019
- OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-119; Effective: 6/1/2019-10/1/2019
- OHC of Delaware – Policy #WC2-631-510199-109; Effective: 6/1/2019-10/1/2019
- OHC of Georgia/Hawaii – Policy #WC2-631-510199-179; Effective: 6/1/2019-10/1/2019
- OHC of Illinois – Policy #WC2-631-510199-199; Effective: 6/1/2019-10/1/2019
- OHC of Louisiana – Policy #WC2-631-510199-099; Effective: 6/1/2019-10/1/2019
- OHC of Michigan – Policy #WC2-631-510199-189; Effective: 6/1/2019-10/1/2019
- OHC of Nebraska – Policy #WC2-631-510199-149; Effective: 6/1/2019-10/1/2019
- OHC of New Jersey – Policy #WC2-631-510199-139; Effective: 6/1/2019-10/1/2019
- OHC of North Carolina – Policy #WC7-631-510199-089; Effective: 6/1/2019-10/1/2019
- OHC of Southwest (KS) – Policy #WC2-631-510199-129; Effective: 6/1/2019-10/1/2019
- Therapy Centers of Southwest I, PA (OR) - Policy #WC2-631-510199-168; Effective: 6/1/2019-10/1/2019
- Therapy Centers of South Carolina, PA - Policy #WC2-631-510199-159; Effective: 6/1/2019-10/1/2019
- OHC of Minnesota - Policy #WC2-631-510199-229; Effective: 6/1/2019-10/1/2019
- OHC of Alaska - Policy #WC2-631-510199-239; Effective: 6/1/2019-10/1/2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: \$10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: \$10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

The City of Lee's Summit, its agents, representatives, officers, directors, officials and employees are additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Coverage provided to the additional insureds shall apply on a Primary / Non-Contributory Basis on the above General Liability, Auto Liability and Umbrella Liability policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.