

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089683-21-K,
INDUSTRIAL MEDICAL SERVICES**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089683-21-K, INDUSTRIAL MEDICAL SERVICES (Contractor).

RECITALS

On or about 8/26/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A. Contractor's Response to the RFP is also attached hereto as Exhibit B.

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

City wishes to retain Contractor to provide security services as further described in the Scope of Work found in the RFP.

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

**ARTICLE I
CONTRACTOR SERVICES**

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

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

1.3 Contract Administrator. The Risk Management Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Jill Degnan
1200 Third Avenue, Suite 1000
San Diego, CA 92101
619-236-5958
Jdegan@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on either May 6, 2021 or the Effective Date as described in Section 2.2 below, whichever is later. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

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

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$12,500,000.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

Proposer

5575 Ruffin Road Suite 100

Street Address

San Diego, CA 92123

City

858.277.2744

Telephone No.

camberry@concentra.com (Contact)

E-Mail

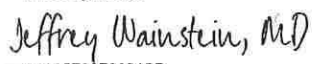
CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Matthew Vespi
Chief Financial Officer
Department of Finance

6/4/2021

Date Signed

BY:
DocuSigned by:


82A05E32E9094CD...
Proposer's Authorized
Representative

Jeffrey Wainstein, MD

Print Name


President and Treasurer

Title

October 6, 2020

Date

Approved as to form this 18th day of
JUNE, 2021.
MARA W. ELLIOTT, City Attorney

BY: 

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

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

1.1 Reserved.

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

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

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

1.4.1 Reserved.

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

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

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

Tab A - Submission of Information and Forms.

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

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

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

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

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

2.13 Proposer's response to the RFP.

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

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

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

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

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

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

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

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

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

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

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

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

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

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

B. PRICING

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

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

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

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

or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

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

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

C. EVALUATION OF PROPOSALS

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

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

3. Evaluation Process.

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

3.2 Reserved.

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

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation.

Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

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

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

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	10
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response 2. Clarity of response 3. Executive Summary reflects an understanding of the needs of the City’s Workers’ Compensation Program. 	
B. Staffing Plan.	20
<ul style="list-style-type: none"> 1. Experience with treating workers’ compensation injuries in California 2. Availability/Geographical locations of occupational health and specialty services 3. Experience serving as an MPN provider in California 4. Experience providing occupational health services to public agencies including sworn safety 	
C. Qualifications and Experience.	20
<ul style="list-style-type: none"> 1. Core requirements and deliverables 2. MPN requirements and deliverables 	
D. Firm's Capability to provide the services and expertise and Past Performance.	25
<ul style="list-style-type: none"> 1. Relevant experience of the Proposer 2. Previous relationship of firm and subcontractors in providing workers’ compensation care 3. Past/Prior Performance 4. Capacity/Capability to meet The City of San Diego needs in providing timely occupational health and specialty care 	
E. Price.	15
F. Interviews/Presentations	10

	MAXIMUM EVALUATION POINTS
SUB TOTAL MAXIMUM EVALUATION POINTS:	<hr/> 100
G. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<hr/> 112 <hr/>

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

D. ANNOUNCEMENT OF AWARD

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

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

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

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

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

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

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each

tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

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

4. Reserved.

5. Reserved.

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

EXHIBIT B
SCOPE OF WORK

A. BACKGROUND

The City of San Diego (City) self-insures and self-administers its Workers' Compensation (WC) liability. The City, through its Risk Management Department, employs twenty-six (26) claims professionals, as well as support staff, in its administration of approximately 4,300 open WC files. The City is dedicated to providing superior customer service, the best medical care, and all appropriate indemnity benefits to its injured employees. In support of this goal, the City has formed a Medical Provider Network (MPN) and works closely with its current Industrial Medical Service providers to ensure outstanding medical services to the City's injured workforce.

This Request for Proposal (RFP) is being issued to solicit proposals from qualified bidders for Industrial Medical Services for the City's self-insured and self-administered Workers' Compensation Program. The City's current contracts for Industrial Medical Services are scheduled to expire in May 2021.

B. OBJECTIVE

The City wishes to achieve best market value while securing the best medical care for City employees injured on the job. The City is requesting proposals from firms qualified to deliver Industrial Medical Services as specified herein. The objective of this RFP is to make an award to a qualified provider(s) which represents the best overall value to the City while at the same time meeting the specifications and requirements of this RFP and California Medical Provider Regulations.

C. REQUIREMENTS OVERVIEW

1. Proposer is responsible for understanding and complying with all requirements of the RFP. Proposer shall ensure all subcontractors understand and comply with all requirements of the RFP.
2. Proposer and all subcontractors shall agree to abide by the medical treatment pricing guidelines in the California Labor section 5307.1 and in Title 8, California Code of Regulations, Article 5.3, Official Medical Fee Schedule (OFMS), and Article 5.5, Application of the Official Medical Fee Schedule (Treatment). Increases or decreases to fees covered by the above statutes shall occur during the contract period only when the State provides an increase or decrease in fee(s) or when non-fee scheduled services are pre-negotiated and approved by the City.
3. All Proposer services shall, at a minimum, meet the requirements of the Code of Federal Regulations, Cal/OSHA, and National Institute for Occupational Safety and Health.

4. Proposer shall submit their medical records retention and confidentiality policies and procedures with proposal. All policies and procedures must conform to all applicable laws, rules, and regulations.

5. Proposer shall arrange to provide the following for industrially injured City employees. Please note: The City wishes to achieve best market value. Proposer shall provide their best pricing offer for each of the listed services, using the fees outlined in the State of California's OFMS as a guideline:

a. Outpatient Surgical Services.

b. Inpatient/Outpatient Hospital Services (other than out-patient surgical), if such services are available for the Proposer to provide. The City wishes to achieve the best market value along with the best hospital care available in San Diego County.

c. Radiological Services that shall include magnetic resonance imaging (MRI) scans, computerized axial tomography (CAT) scans, and all other scans used as a diagnostic service. Proposer shall provide a best pricing offer for the listed scans using the state's OMFS as a guideline.

d. Audiometric Services. Proposer shall provide audiometric examinations consisting of air conduction, pure-tone testing at the following test frequencies for each ear individually: 500, 1,000, 2,000, 3,000, 4,000, 6,000 and 8,000Hz. All test vehicles, vestibules, and equipment must meet OSHA and ANSI specifications for audiometric testing. Proposer shall provide a cost per employee for each protocol.

e. Respiratory Medical Services. To be considered for the respiratory medical examination component, Proposer must provide all the medical examination protocols outlined in section G in this Scope of Work. Proposer shall describe the services that shall be provided, the equipment that shall be utilized, and the cost per employee for each protocol. The occupational history protocol shown on the Pricing Page, Section K shall be performed for each employee who is required to wear a respirator. A copy of Proposer's medical history questionnaire must be included with the proposal. The respiratory physical examination shall include an evaluation of all vital signs necessary to determine an employee's fitness for wearing a respirator, given the employee's specific work setting (e.g. pulse, blood pressure, rate of respiration, etc.) and a clinical examination of the chest, heart, and face (for adequacy of respirator fit). The proposal shall state which vital signs will be evaluated and why, and describe the clinical examination offered. Proposer shall describe all equipment used in the Pulmonary Function Test.

The protocols shown on the Pricing Page shall be performed only when the examining physician has justifiable concern regarding health risk due to the use of the respirator, given an employee's specific work setting and only when the City has given prior approval. If Proposer believes that the medical assessment for all employees wearing a specific type of respirator (e.g., self-contained breathing apparatus) should include these protocols, then Proposer shall so indicate, with explanation, in their proposal.

f. Health and Safety Training: Proposer shall agree to provide health and safety training to City personnel. Each successful Proposer shall agree to provide the first

25 hours of consulting/training in the area of safety/prevention services during each contract year at no cost to the City. For services exceeding the 25-hour no cost to the City provision, Proposer shall provide an hourly fee for physician and non-physician involvement for consulting/training in the area of safety/prevention services. To provide pricing for this service, see the Pricing Page, section B4.

D. CORE REQUIREMENTS

Medical Care for Industrially Injured or Ill City Employees

1. Proposer shall act as part of the City's Medical Provider Network and provide medical treatment to City employees who sustain work related injuries or illnesses, in compliance with California Labor Code, Title 8, California Code of Regulations, and all other applicable laws, rules, and regulations. Labor Code and Code of Regulations requirements include, but are not limited to, Regulation 9785 (reporting duties of the Primary Treating Physician), Labor Code Section 4610 and Article 5.5.1 of the Code of Regulations (Medical Treatment Utilization Review), Labor Code Section 5307.1 and Articles 5.3 and 5.5 (various fee schedules for payment of medical care), and Labor Code Sections 4616 through 4616.5 and Regulations 9767.1 through 9767.16 (Medical Provider Networks). Proposer shall agree to abide by all modifications that may occur to all applicable laws, rules, and regulations during the contract period.
2. The City reserves the right to award multiple contracts as best suits the needs of the City.
3. Proposer, and all subcontractors, shall provide medical treatment during standard business days Monday through Friday, from 8am to 5pm. If medical treatment is needed after 5pm, on weekends, or on official City Holidays, Proposer shall make arrangements for the provision of medical treatment equal or superior to Proposer's. Proposer shall explain the methodology of providing the treatment in their proposal. Proposer shall provide City employees full service at Proposer's occupational medicine clinics on a walk-in, no appointment required basis. For previously scheduled appointments, in the case where a wait of 30 minutes or longer to see a physician for a medical appointment is anticipated, Proposer shall promptly offer City employees the opportunity to reschedule their appointment time.
4. Proposer shall provide a toll-free phone number and Medical Access Assistants for City employee use, as defined in California Regulation 9767.5 g, h (1) and (2). Medical Access Assistants shall be available to take calls Monday through Saturday from 7 am to 8 pm and shall assist injured workers with securing treatment needs. All calls will be logged with date, time, and subject. Proposer shall provide the log to the City upon request.
5. Physician Assistants (PA). Proposer shall follow California Business and Professions Code Sections 3500 through 3546 and Title 16, California Code of Regulations, Sections 1399.540 through 1399.57, and all other applicable laws, rules, and regulations regarding Physician Assistants (PA) for purposes of providing medical care to City employees. PAs shall not remove or return a City employee from work without the review and signed approval of a licensed

physician. If a City employee's initial examination for a new injury or illness is with a PA, the Doctor's First Report must be reviewed and signed by a California-licensed physician. Any time a PA believes an injury or illness is not medically job-related, a California licensed physician must review, approve, and sign the medical report. Proposer shall agree to provide, when requested by the City, the written guidelines or protocols for those medical tasks the PA is allowed to perform, and the name of the physician assigned to supervise the job performance of a given PA. Upon request, Proposer shall provide a California Physician Assistant license for each PA that will provide medical care to City Employees.

6. Proposer shall provide and adequately maintain medical facilities and equipment, available to industrially-injured City employees, that includes, but is not limited to, the following:
 - A. Exam rooms
 - B. Laboratory services
 - C. X-ray capabilities
 - D. Pulmonary function equipment
 - E. Electrocardiographic (EKG) equipment
 - F. Diagnostic vision equipment
 - G. Audiometric testing equipment
 - H. Physical therapy facilities.
7. Proposer and all subcontractors shall complete the City's Industrial Disability Leave Slip (RM -1634/Medical Status Report- Attachment A) for each employee visit involving medical treatment or physical therapy. Completion of the RM-1634 form shall include timestamps of the City employee's arrival and departure time from the Proposer or subcontractor's facility. Proposer and all subcontractors shall agree to assist City's claims staff in returning employees to light duty, as appropriate. Proposer and all subcontractors shall provide City staff with written work restrictions, allowing city staff to select light duty positions, at the time of the injured worker's visit. The City will provide blank forms to designated contact of Proposer for distribution to their various clinics.
8. Proposer shall provide, at no additional cost to the City, the ability to electronically access information, such as required workers' compensation reports and medical information concerning an employee's latest medical exam. To facilitate City's verbal requests for information, Proposer shall maintain physicians and administrative staff conversant with California Workers' Compensation laws and regulations who shall answer City staff questions at no additional cost to the City. Proposer shall provide same-day notifications whenever a City employee is taken off or returned to work. Proposer shall make available a principal physician or physicians to verbally respond to issues relating to workplace exposures and medical issues, as needed. This service shall include

consultation with City claims/safety staff, City Supervisory/Management staff, and City Attorney staff. Proposer shall identify the available physician or physicians designated to provide this service in their proposal.

9. Proposer shall agree to utilize the pharmacy benefit network plan contracted with the City of San Diego to provide pharmacy benefits.
10. Proposer shall agree to develop data reporting criteria, in coordination with the City, for information relating to industrial medical services provided by Proposer. The mutually-developed reporting criteria shall be provided to the City on a quarterly basis. When requested, proposer agrees to meet quarterly with City management staff.
11. Within thirty (30) days of Notice to Proceed, Proposer shall establish a mutually agreeable review process to identify, monitor, and resolve complaints made by City employees, in full compliance with all confidentiality requirements and legal constraints. Proposer shall disclose all such complaints to the City's Workers' Compensation Program Manager within five (5) business days of receipt. Proposer shall provide weekly status reports to the City's Workers' Compensation Program Manager on all open complaints. Proposer shall notify the City's Workers' Compensation Program Manager within five (5) business days of resolution of final disposition of complaint.
12. Proposer agrees to make its employees and its legal counsel available to the City by telephone and, when necessary, by personal appearance free of charge when cases are heard before the Workers' Compensation Appeals Board (WCAB). Proposer agrees to price all medical-legal testimony fees (depositions and WCAB testimony) in accordance with Title 8, California Code of Regulations, Section 9795.
13. Proposer and all subcontractors that provide outpatient or inpatient surgery shall agree that charges for surgical hardware or implants shall occur directly between the surgical facility and the hardware or implant manufacturer. The City will not accept bills directly from implant manufacturers or third-party billers. The hardware or implant manufacturer shall be the firm or company responsible for producing and/ or assembling the surgical hardware or implant. Proposer or subcontractor shall attach the manufacturer's invoice for the surgical hardware or implant to Proposer's or subcontractor's bill for services and forward the bill and invoice to the City.
14. Proposer shall not charge a "no show" fee for routine occupational medicine visits. Specialty medical appointments are excluded from this requirement.

E. MEDICAL PROVIDER NETWORK (MPN) REQUIREMENTS

1. Proposer shall conform to all the Core Requirements above, as well as the following MPN Requirements.
2. Proposer shall submit a list of physicians who will be providing Industrial Medical Services to the City. The following information shall be submitted electronically utilizing the template shown in Attachment B. Information includes: (1)

physician name, (2) specialty, (3) physical address, (4) city, (5) state, (6) zip code, (7) any MPN medical group affiliations, and (8) provider code. If a physician falls under more than one provider code, the physician shall be listed separately for each applicable provider code.

The following are the provider codes to be used: Primary Treating Physician (PTP), Orthopedic Medicine (ORTHO), Chiropractic (DC), Occupational medicine (OCCM), Acupuncture Medicine (LAC), Psychology (PSYCH), Pain Specialty Medicine (PM), Psychiatry,(PSY), Neurosurgery (NSG), Family Medicine (GP), Neurology (NEURO), Internal Medicine (IM), Physical Medicine and Rehabilitation (PMR), and Podiatry (DPM).

If a provider's specialty does not fall under one of the above, then the specialty shall be designated as Miscellaneous and the code used shall be (MISC).

By submission of its provider listing, Proposer is affirming that all of the physicians listed have been informed that the Medical Treatment Utilization Schedule ("MTUS") is presumptively correct on the issue of the extent and scope of medical treatment and diagnostic services and have valid and current licenses to practice medicine and their identified specialties in the State of California.

3. By submission of a response to this RFP, Proposer understands and agrees that the City retains the right of refusal or removal of any physician on the list at the City's sole discretion.
4. Proposer must have primary treating physicians and a hospital for emergency health care services, or if separate from such hospital, a provider of all emergency health care services.
5. Proposer shall submit ancillary service provider information in electronic format utilizing the template shown in Attachment C. Information includes: (1) ancillary service provider, (2) specialty or type of service, (3) physical address, (4) city, (5) state, and (6) zip code. List separately, in a hard copy format, and in the same order, each ancillary service provider's name, license number or certification to practice, tax identification number, and affirmation that the providers listed can legally provide the requested medical services or goods. By submission of this ancillary service information, Proposer is confirming that a contractual agreement exists between the Provider and these ancillary service providers that will provide services for the City's MPN.
6. Proposer shall comply with California Code of Regulations 9767.5.1, which requires that Medical Groups have signed physician acknowledgements for all providers participating in the MPN. This requirement may be met for employees or partners of the medical group with one acknowledgement signed by an authorized agent. For physicians contracted outside of Proposers medical group, individual acknowledgements shall be maintained by Proposer and available for inspection upon City's request.
7. Proposer understands and agrees that a City employee may select any physician within the MPN for treatment.

8. Proposer shall not discontinue treatment or refuse treatment (of an existing patient of providers) to a City employee unless first discussed with, and approved by, the Workers' Compensation Program Manager. Approval will be based on reasoning and reviewed on a case by case basis.
9. It is highly desirable that provider have telemedicine services and options for seeing patients remotely.
10. Proposer shall ensure that their physicians shall only treat or evaluate City employees at authorized MPN locations listed on the MPN website for all in person appointments.
11. Proposer shall refer City employees to physical therapists within the City's MPN, when possible. For first responders, Proposer shall agree to refer sworn police and fire patients to physical therapy facilities designated in first responder wellness contract in place with the City of San Diego Police Department and the City of San Diego Fire-Rescue Department.
12. For non-emergency specialist services, Proposer shall ensure that an appointment is available with an appropriate specialist within twenty (20) business days from date of request by doctor, employee, and/or the City. If such an appointment is not available within 20 business days, Proposer agrees to refer injured worker to another appropriate specialist within the MPN who is available within that timeframe.
13. Proposer and all subcontractors shall ensure all providers utilize the State mandated Request for Authorization (RFA) form for request of any treatment. RFA forms shall not be required for specialty referrals.
14. Proposer and all subcontractors must secure City's authorization prior to any referral to a specialist. Whenever possible, specialty referrals shall be made within the MPN.
15. Should the City contract with multiple Proposers for its MPN, Proposers shall agree to cooperate with one another and assist City employees with transitioning from one group to another when an employee elects to transfer care within the MPN.
16. Should an injured City employee elect to pursue the Second and Third opinion process described in 8 Cal. Code Reg. 9767.7, Proposer shall ensure that a copy of the written report shall be served on the employee, the City's Claim Representative and the treating physician within 20 days of the date of the appointment or receipt of the diagnostic tests, whichever is later.
17. Proposer shall provide an affirmation that the physician compensation is not structured in order to achieve the goal of reducing, delaying, or denying medical treatment or restricting access to medical treatment.
18. For the duration of the Contract, Proposer shall appoint and maintain a Liaison, well-versed in California Worker Compensation laws, rules, and regulation, who shall:

- a. Respond to all inquiries by City Staff within 24 hours. Provider shall have a mutually agreeable escalation process for non-responsiveness and unresolved items.
 - b. Be the point person to help resolve issues that may arise with the City's MPN and treatment thereof and therefore must have knowledge of California Workers' Compensation laws and regulations.
 - c. Assist with scheduling and coordinating Specialty appointments, as needed.
 - d. Within 14 days of change, submit a City "MPN Physician" form (Attachment D) to the City's designated MPN coordinator when a physician is no longer contracted with Proposer or when any physician changes locations.
 - e. Submit a City "MPN Physician" form to the City's designated MPN coordinator when a new physician is being considered for occupational medical services within their network or as a contracted specialty provider.
 - f. Once monthly, compare the City's online listing of designated MPN physicians to Proposer's list of active physicians for any inconsistencies. Liaison shall confirm accuracy via email to the City's MPN Coordinator.
19. For the duration of the Contract, Proposer shall appoint and maintain a Specialty Care Coordinator who shall:
- a. Schedule and facilitate specialty care appointments.
 - b. Assist City claim staff in the coordination of specialty care appointments.
20. Proposer and all subcontractors shall refrain from sending any form of mail to City employees advertising their availability on the MPN and shall not independently market City Departments.

F. SAFETY AND PREVENTION SERVICES

Proposer shall agree to perform a variety of studies, often in conjunction with the City's Industrial Hygiene Provider, that may include, but not be limited to, indoor air quality, biological, radiological, toxicological, environmental, or ergonomic evaluations of City work sites and shall provide occupational medical consultation services regarding the findings. Studies shall be conducted when the health or safety of a work site is in question, as well as to determine the City's compliance with General Industrial Safety Orders. Studies and related, required activities may include, but not be limited to, the following:

1. Determine whether indoor air quality, biological, radiological, toxicological, environmental, or ergonomic hazards found in a work site pose an occupational health hazard.
2. Provide written reports and recommendations that document methods that will reduce or eliminate the onset of an occupational injury or illness.

Recommendations must consider engineering and administrative controls before advising the use of personal protective equipment.

3. Meet with City employee representatives, management, and employees to discuss issues and answer questions regarding the studies conducted.

In Proposal, Proposer shall provide the name, specialty, and availability of a principal physician or physicians to respond to questions from City staff relating to Safety/Prevention Services and Reports.

G. EMPLOYEE RESPIRATORY FITNESS AND HEARING CONSERVATION PROGRAM

1. Proposer shall provide all required medical examinations, regardless of their relation to estimated number on Pricing Page.
2. A listing of all offices located within the City and County of San Diego must be included in the proposal. Proposer shall have a minimum of one (1) office located within fifteen (15) miles of downtown San Diego. The office must be fully staffed in order to provide City employees with walk-in examinations during normal business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.
3. Proposer shall provide in proposal a description of all preparatory, current, and prior experience Proposer has in performing audiometric and respiratory fitness examination protocols specified in this RFP.
4. All audiometric and respiratory examination services offered by Proposer shall be available without delay. Proposer shall indicate: 1) how soon after contract is awarded examinations shall begin; 2) time required per employee to complete an examination; and 3) number of examinations which can be performed in an eight-hour period, by facility.
5. Proposer shall provide examples of each standardized and customized report included in the proposal. All reports shall be provided throughout the term of the contract at no additional cost to the City.
6. Proposer shall provide all forms (e.g., medical history questionnaires, results of medical/ audiometric and respiratory fitness examinations, etc.) that will be utilized to provide the outlined services.
7. Proposer shall provide their medical records retention and confidentiality policies and procedures at no cost to the City. All policies must conform to all applicable Federal, State, and local laws, rules, and regulations.
8. Proposer shall provide the names, addresses, and telephone numbers of all sub-consultants used to provide any of the outlined services. The work to be performed by the sub-consultants, the associated costs, and the schedule for performing the work must be included in the proposal.
9. The City provides annual respiratory protection and hearing conservation classes for its employees. Approximately twenty (20) classes are held on each topic. Proposer shall agree to participate in all the training classes and shall provide the

cost (if any), the names and qualifications of the instructors, and the topics the instructors will address in their proposal.

10. On an ongoing basis, Proposer shall provide a limited number (under ten per year) of audiometric and respiratory fitness examinations within two (2) working days from the date of request. These examinations will be needed for new hires and employees who have changed work assignments.
11. Proposer shall provide name(s), specialty, and availability of a principal physician(s) to respond to questions from City staff relating to audiometric and respiratory fitness examinations.
12. Proposer shall provide name(s), specialty, and availability of a principal physician(s) to respond to questions from City staff relating to audiometric and respiratory fitness examinations.
13. All services provided shall meet the minimum requirements of the Code of Federal Regulations, Cal/OSHA, and the National Institute for Occupational Safety and Health.

H. DOCUMENTATION AND REPORTS Proposer shall accurately maintain, store, and retrieve employee medical records during the period of this contract in accordance with all applicable laws and regulations. All documentation and reports shall be as required by law.

I. QUALIFICATIONS AND EXPERIENCE

1. Proposer shall provide a California Physicians Assistant (PA) License for each Physician Assistant who will provide medical care to City Employees.
2. Proposer shall agree to provide, when requested by the City, the written guidelines or protocols for the medical tasks the Physician Assistant is allowed to perform and the name of the physician assigned to supervise the job performance of the Physician Assistant.
3. Proposer shall employ physicians and administrative staff who are conversant and knowledgeable in California Workers' Compensation laws and regulations and be able to verbally answer City Claim Staff questions with no additional cost to the City.
4. Proposer must include the names and qualifications of all employees who will be involved in providing audiometric and respiratory fitness examinations. The Employees' experience in providing these or other similar services must also be included in a statement of qualifications.

J. REFERENCES

Past performance will be verified by references demonstrating Proposers quality of the product or service, timeliness of performance, cost control, business practices, customer satisfaction and past performance of key personnel. References should demonstrate work of comparable size and complexity. References alternately may be used in determining responsibility of Proposer.

Proposer must supply three (3) references for Industrial Medicine and three (3) references for Safety and Preventive services including Respiratory and Audiometric examinations.

K. PRICING SUBMITTAL

Proposers shall submit their proposal for pricing on the following City's Price Proposal pages. Using the enclosed Price Proposal pages will help ensure consistency in the price evaluation. The Price Proposal pages are to be completed in full and shall be incorporated herein. Only the City's Price Proposal pages will be accepted with the exception of pricing for optional consulting services. Any deviations from the Price Proposal pages may be considered non-responsive and unacceptable.

Proposers may provide attachment worksheets, which include a breakdown of pricing and rationale used in their determination. However, price evaluation will be based on prices entered on the City price pages only. Blanks on the price proposal pages will be interpreted as zero (0), and no price will be allowed.

PRICING PAGES

CITY'S ESTIMATED NEED. Any variation from the annual estimated quantities that follow shall not entitle the Contractor to an adjustment in the unit price or any additional compensation. Evaluation Criteria points allotted for Pricing will be based on the total of all sections for Section B only.

RESPIRATORY AND HEARING CONSERVATION PROGRAM PRICING

Section 1: Audiometric Examination

Item No.	Estimated Annual Quantity	Description	Cost Per Each	Extension (Quantity x Cost)
1.	800	Audiometric Examination - include description of services provided and equipment utilized.	\$ 31.00	\$ 24,800
			TOTAL SECTION 1	\$ 24,800

Section 2: Respiratory Protocol

Item No.	Estimated Annual Quantity	Description	Cost Per Each	Extension (Quantity x Cost)
1.	150	Occupational History	\$ 31.00	\$ 4,650
2.	150	Medical History	\$ Included	\$ 0.00
3.	150	Physical Examination	\$ 80.00	\$ 12,000
4.	150	Pulmonary Function Test	\$ 51.00	\$ 7,650
			TOTAL SECTION 2	\$ 24,300

Section 3: Optional Respiratory Protocol

Item No.	Estimated Annual Quantity	Description	Cost Per Each	Extension (Quantity x Cost)
1.	150	Chest X-Ray	\$ 81.00	\$ 12,150
2.	150	EKG	\$ 60.00	\$ 9,000
3.	150	Stress Test	\$ 294.00	\$ 44,100
			TOTAL SECTION 3	\$ 65,250

Section 4: Physician and Non-Physician Fee for Consulting/Training for Safety/Prevention Services beyond 25 hours annually

Item No.	Estimated Annual Quantity	Description	Cost Per Each	Extension (Quantity x Cost)
1.	25	Physician	\$ 225.00	\$ 5,625
2.	25	Non- Physician	\$ 100.00	\$ 2,500
			TOTAL SECTION 4	\$ 8,125

Section 5: Safety/Prevention Services and Reports

Item No.	Estimated Annual Quantity	Description	Cost Per Each	Extension (Quantity x Cost)
1.	25	Physician	\$ No Charge	\$ 0.00
2.	25	Non- Physician	\$ No Charge	\$ 0.00
			TOTAL SECTION 5	\$ 0.00

INPATIENT AND OUTPATIENT HOSPITAL SERVICES THAT ARE NOT COVERED ON THE FEE SCHEDULE INCLUDING ACUTE, SUB-ACUTE REHAB AND PSYCHIATRIC WILL BE PAID AT % 0 OF BILLED CHARGES*.

* Billed charges shall not exceed the facilities Usual and Customary rates.
All non-emergency services must be pre-approved by the City of San Diego.

IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 8 SECTION §9789.10 THOROUGH §9792.1 ALL OCCUPATIONAL MEDICINE SERVICES, OUTPATIENT OR ABULATORY SURGERY CENTERS AND IN PATIENT HOSPITALIZATIONS THAT ARE SUBJECT AND COVERED BY THE OFFICIAL MEDICAL FEE SCHEDULE (OMFS) SHALL BE PAID AT OMFS RATES LESS ANY APPLICABLE PPO REDUCTIONS FOR ANY PPO NETWORKS FOR WHICH PROVIDER IS A MEMBER.

TOTAL ALL SECTION B	
SECTION 1:	\$ <u>24,800</u>
SECTION 2:	+ \$ <u>24,300</u>
SECTION 3:	+ \$ <u>65,250</u>
SECTION 4:	+ \$ <u>8,125</u>
SECTION 5:	+ \$ <u>0.00</u>
TOTAL SECTIONS:	\$ <u>124,475</u>

EXHIBIT C

**NEGOTIATED
GENERAL CONTRACT TERMS & PROVISIONS**



THE CITY OF SAN DIEGO

GENERAL CONTRACT TERMS AND PROVISIONS

APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

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

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

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

ARTICLE II
CONTRACT ADMINISTRATOR

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

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

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

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

ARTICLE III COMPENSATION

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

3.2 Invoices.

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

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

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

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

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

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

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

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the subsequent month. Payment is to be sent within 45 days of the completed services.

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

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

ARTICLE IV SUSPENSION AND TERMINATION

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

4.2 Right to Terminate for Convenience. Either party may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by non-terminating party. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected

performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

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

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

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

4.3.3 Contractor shall also have the right to terminate for default in the event the City fails to make payment to Contractor per the terms of this Contract and such default is not cured by the City within ten (10) days of receipt of the notice from Contractor of the default.

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

4.5 Contractor's Right to Payment Following Contract Termination.

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

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the

termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

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

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

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

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

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

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

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

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

received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

6.9 Medical Records.

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

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

c) Retention and Destruction. Upon the termination of this Contract for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should City request records be maintained by Contractor 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.

ARTICLE VII INDEMNIFICATION AND INSURANCE

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

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII BONDS

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

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

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

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

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

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

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

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

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

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies

compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et.*

seq., and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

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

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

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

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

ARTICLE XI DISPUTE RESOLUTION

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

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

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

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115

through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

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

ARTICLE XII MANDATORY ASSISTANCE

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

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

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

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

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

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

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

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

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

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

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

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

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

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

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

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

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

Concentra Occupational Med Ctrs-CA

Service Date:

5575 Ruffin Rd Ste 100 San Diego, CA 92123
Phone: (858) 277-2744 Fax: (858) 277-3085

Tuberculin Skin Test Results

Patient:

SSN:

Address:

Employer:

Gender:

Date of Birth:

Work Phone:

Home Phone:

THIS SECTION FOR CENTER USE ONLY

Purified protein derivative (PPD): Tubersol Aplisol Lot No: _____ Expiration Date: _____

Administered by Mantoux technique into: left forearm right forearm PPD not administered

Administered by: _____ Date: _____ Time: _____ am/pm

RESULTS: _____ millimeters of induration (Using a ruler, measure induration, not redness)

Read by: _____ Date: _____ Time: _____ am/pm

TB Screen is NEGATIVE

TB Screen is POSITIVE

Signature: _____ Date: _____

INFORMED CONSENT FOR TREADMILL TEST

I, (PATIENT NAME) _____ hereby consent to voluntarily engage in an exercise test to determine the state of my heart and circulation, in order to determine an appropriate plan of medical management. The information obtained will assist my physician in advising me as to the activities in which I may engage.

Before I undergo the test, I will be interviewed and examined by a physician in order to determine if I have any condition(s) that would indicate that I should not participate in the test.

During the performance of the test a physician will keep my pulse, blood pressure, and electrocardiogram under surveillance. The test will be performed on specialized equipment which will gradually increase in difficulty, as time progresses. Should I have any symptoms such as, fatigue, shortness of breath, or chest discomfort, I should inform the physician of these immediately and request to stop the test.

The possibility of physical changes may exist during the test. These changes include, but are not limited to abnormal blood pressure, fainting, irregular heartbeat (too rapid, too slow, or ineffective), and/or very rarely instances of heart attack. Every effort will be made to minimize these symptoms by the preliminary examination and any observations during testing. Emergency equipment and trained personnel are available to deal with unusual situations should they arise.

The treadmill examination results will be treated as privileged and confidential information and will not be released or revealed to any person without my expressed written consent. However, the information may be used for statistical or scientific purposes only, preserving my right of privacy.

I have read the foregoing and understand what the treadmill examination entails. Any questions regarding the examination have been answered to my satisfaction.

Patient: Signature: _____ Date: _____

Witness: Name: _____

Signature: _____ Date: _____

Physician Performing Test:

Name: _____

Signature: _____ Date: _____

Vision Examination Results

Patient: _____ Address: _____ Employer: _____
 SSN: _____ Address: _____
 DOB: _____ Phone: _____

Test Completed (check all that apply): Titmus Jeager Ishihara HRR 4th Edition
 Farnsworth D-15 Amsler Grid Tonometry _____ other (name)

	Right	Left	Both	Normal L/ R / B	Abnormal L/ R / B
Distance					
Corrected:	____/____	____/____	____/____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Uncorrected:	____/____	____/____	____/____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Near					
Corrected:	____/____	____/____	____/____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Uncorrected:	____/____	____/____	____/____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

	Right	Left	Total	Norm./Abn.
Titmus				
Peripheral:	____°	____°	Abnormal = Total <120°	Left ____° <input type="checkbox"/> <input type="checkbox"/>
Nasal:	____°	____°		Right ____° <input type="checkbox"/> <input type="checkbox"/>
Depth:	____°Arc			<input type="checkbox"/> <input type="checkbox"/>

	Number Correct:	Total Number Plates:	Normal/Abnormal
Color			
Ishihara	_____	_____	<input type="checkbox"/> <input type="checkbox"/>
HRR 4 th / Farnsworth	<input type="checkbox"/> Normal color vision (no colored/tinted lenses) <input type="checkbox"/> Color vision impairment extent: <input type="checkbox"/> Mild <input type="checkbox"/> Medium <input type="checkbox"/> Strong		
<i>Refer to eye specialist for confirmation of medium/severe color deficit when results impacts job placement.</i>			

Amsler Grid Normal Abnormal
 Tonometry Normal Abnormal







 Clinician Name Clinician Signature Date



Office Ergonomic
Evaluation

Name	
Date	
Company	
Job Position/Title	
Evaluator	
Hand Dominance	<input type="checkbox"/> Right <input type="checkbox"/> Left

Chair

Chair Model: (write in if you know it):					
Chair Height:		<input checked="" type="checkbox"/> Okay <input checked="" type="checkbox"/> Too high <input checked="" type="checkbox"/> Too low <input checked="" type="checkbox"/> Not adjustable	Seat Width:		<input type="checkbox"/> Okay <input type="checkbox"/> Too wide <input type="checkbox"/> Too narrow <input type="checkbox"/> Okay
Back Rest Height:		<input checked="" type="checkbox"/> Okay <input type="checkbox"/> Too high <input type="checkbox"/> Too low <input type="checkbox"/> Not adjustable	Seat Pan Depth:		<input type="checkbox"/> Too deep <input type="checkbox"/> Too shallow <input type="checkbox"/> Not adjustable
Back Rest Angle:		<input type="checkbox"/> Okay <input type="checkbox"/> Tilt backward <input type="checkbox"/> Tilt forward <input type="checkbox"/> Not adjustable	Armrest Height:		<input type="checkbox"/> Okay <input type="checkbox"/> Too high <input type="checkbox"/> Too low <input type="checkbox"/> Too wide <input type="checkbox"/> Too narrow <input type="checkbox"/> Not adjustable

Average time spent in seated posture without a break:

Chair Notes:

Monitor

Monitor Size	<input type="checkbox"/> 15" <input type="checkbox"/> 17" <input type="checkbox"/> 19" <input type="checkbox"/> 21" <input type="checkbox"/> Laptop	Monitor Height	<input type="checkbox"/> Above eye level <input type="checkbox"/> At eye level <input type="checkbox"/> Below eye level
Monitor Position	<input type="checkbox"/> Okay <input type="checkbox"/> Monitor is to the right <input type="checkbox"/> Monitor is to the left <input type="checkbox"/> Uses multiple monitors	Monitor Distance	<input type="checkbox"/> Further than arm's length away <input type="checkbox"/> Arm's length away <input type="checkbox"/> Less than arm's length away
Multiple Monitors	<input type="checkbox"/> Yes <input type="checkbox"/> No	Laptop Monitor	<input type="checkbox"/> Yes <input type="checkbox"/> No

Keyboard

Keyboard Type	<input type="checkbox"/> Straight <input type="checkbox"/> Split <input type="checkbox"/> Curved <input type="checkbox"/> Laptop <input type="checkbox"/> Other:	Is the keyboard on a tray:	Is the keyboard stable:
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Keyboard Position	<input type="checkbox"/> Okay <input type="checkbox"/> Keyboard is to the right of the monitor <input type="checkbox"/> Keyboard is to the left of the monitor <input type="checkbox"/> Uses multiple keyboards	Task Breaks	<input type="checkbox"/> Okay <input type="checkbox"/> Alternates tasks <input type="checkbox"/> Rests 5-10 min/hr <input type="checkbox"/> Never takes breaks
Keyboard Height	<input type="checkbox"/> Okay <input type="checkbox"/> Too high <input type="checkbox"/> Too low	Wrist Supports	<input type="checkbox"/> Yes <input type="checkbox"/> No

Mouse

Mouse Type	<input type="checkbox"/> Standard <input type="checkbox"/> Trackball <input type="checkbox"/> Touchpad <input type="checkbox"/> Laptop <input type="checkbox"/> Contoured	Is the mouse on a tray:	Does the mouse move freely:
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mouse Position	<input type="checkbox"/> Okay <input type="checkbox"/> Mouse is to the right of the keyboard <input type="checkbox"/> Mouse is to the left of the keyboard	Task Breaks	<input type="checkbox"/> Okay <input type="checkbox"/> Alternates tasks <input type="checkbox"/> Rests 5-10 min/hr <input type="checkbox"/> Never takes breaks
Mouse Height	<input type="checkbox"/> Okay <input type="checkbox"/> Too high <input type="checkbox"/> Too low	Mouse Pad	<input type="checkbox"/> Yes <input type="checkbox"/> No

Work Space

Does the workspace have adequate storage space for files, supplies, reference, materials and personal items: <input type="checkbox"/> Yes <input type="checkbox"/> No
Are frequently used items within easy reach: <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there adequate leg room: <input type="checkbox"/> Yes <input type="checkbox"/> No
Does the work surface have a sharp edge: <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the work surface: <input type="checkbox"/> Okay <input type="checkbox"/> Too high <input type="checkbox"/> Too low

Telephone

Usage	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low	
Observations	<input type="checkbox"/> Okay <input type="checkbox"/> Uses headset <input type="checkbox"/> Cradles phone with shoulder and neck	<input type="checkbox"/> Uses speaker phone <input type="checkbox"/> Holds phone with hand <input type="checkbox"/> Phone hard to reach

Document Holder

Usage	<input type="checkbox"/> Utilized <input type="checkbox"/> Not Utilized
Observations	<input type="checkbox"/> Document Holder is to the front of the monitor <input type="checkbox"/> Document Holder is to the right of the monitor <input type="checkbox"/> Document Holder is to the left of the monitor

Recommendations

Chair Recommendations

Chair Height:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation	Seat Width:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Remove armrests <input type="checkbox"/> Utilize external supports <input type="checkbox"/> Adjustments performed during evaluation
Back Rest Height:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation	Seat Pan Depth	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lengthen <input type="checkbox"/> Shorten <input type="checkbox"/> Adjustments performed during evaluation
Back Rest Angle:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Tilted forward <input type="checkbox"/> Tilted backward <input type="checkbox"/> Adjustments performed during evaluation	Armrest Height	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation
Other Chair Recommendations (<i>Education regarding features of the chair, Modify work habit, Provided education/training, Chair needed, Footrest needed, Chair mat needed, Other.....</i>)			

Monitor Recommendations			
Monitor Position:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Adjust location <input type="checkbox"/> Glare Filter <input type="checkbox"/> Adjustments performed during evaluation	Monitor Distance:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Adjust Distance <input type="checkbox"/> Adjustments performed during evaluation
Monitor Height:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation	External Monitor:	<input type="checkbox"/> Add external monitor <input type="checkbox"/> Adjustments performed during evaluation
Other Monitor Recommendations (<i>Modify work habit, Provided education/training, Monitor Riser needed, , Other.....</i>)			

Keyboard and Mouse Recommendations			
Keyboard Position:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Adjust location <input type="checkbox"/> Adjustments performed during evaluation	Mouse Position:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Adjust location <input type="checkbox"/> Adjustments performed during evaluation
Keyboard Height:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation	Mouse Height:	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation
External Wrist Rest:	<input type="checkbox"/> Add external wrist rest <input type="checkbox"/> Adjustments performed during evaluation	External Mouse:	<input type="checkbox"/> Add external mouse <input type="checkbox"/> Adjustments performed during evaluation
Other Keyboard and/or Mouse Recommendations (<i>Modify work habit, Provided education/training, Keyboard needed, Mouse needed, Keyboard/Mouse Tray needed, Wrist Rests needed, Other.....</i>)			

Workspace Recommendations	
Workspace Height	<input type="checkbox"/> No adjustments needed <input type="checkbox"/> Lower <input type="checkbox"/> Raise <input type="checkbox"/> Adjustments performed during evaluation
Other Workspace Recommendations (<i>Modify work habit, Provided education/training, Storage Issues, Document Holder, Other.....</i>)	



Office Ergonomic
Evaluation

Name	
Date	
Company	
Job Position/Title	
Evaluator	

Summary

General Findings of Ergonomic Evaluation

Recommendations Based upon Ergonomic Evaluation