

Occupational Medical Provider Services  
**Request for Proposals (RFP)**  
**RFP-SAP 19-04**

**Schedule**

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Issue RFP	August 26, 2019
Submittal of Written Questions by 4:30 p.m.	September 3, 2019
Responses to Written Questions	September 6, 2019
Pre-Proposal Meeting at 10:00 a.m.	September 9, 2019
Proposal Submittal by 4:30 p.m.	September 16, 2019
Short Listing and Consultant Interviews, if applicable	September 23, 2019
Award Recommendation to Phoenix City Council	October 16, 2019

**Submit proposals and requests for alternate formats to:**

Shenal Hooks, Procurement Officer  
City of Phoenix Human Resources  
251 W. Washington Street  
Phoenix, Arizona 85003  
Telephone: (602) 534-2195 (7-1-1 Friendly)  
Shenal.hooks@phoenix.gov  
Date posted on website (issue Date): 8/26/19

This RFP does not commit the City to award any agreement.  
All dates subject to change.



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**SECTION I – INSTRUCTIONS**

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**RFP PROCESS**

**1. INSTRUCTIONS:**

The City of Phoenix, Human Resources Department, Safety Division, invites sealed proposals for Occupational Medical Provider Services that include Physical Exam/Drug Testing and other occupational medical services for a three (3) year period with two options to extend for one-year periods. The contract will commence on the latest of the following dates: (1) on or about October 26, 2019 in accordance with the specifications and provisions contained herein; or (2) the “Effective Date,” which is upon award by City Council and conditioned upon signature and recording by the City Clerk as required by the Phoenix City Code.

The Scope of Work is set forth in detail in Exhibit A of this RFP.

Scope of Operations:

The City of Phoenix employs approximately 14,000 employees. The current contract covers all personnel, with the exception of 2,070 Fire Department employees. This contract will cover the same personnel; however, during the course of the contract, the City may evaluate and amend the contract to include Fire Department employees. The selected respondent will be providing services as outlined in the Scope of Work of this RFP.

The City’s Human Resources Department, Safety Division, oversees the Occupational Medical Services program. The City has 15 employees in the Human Resources, Safety Division. The Safety Division has an overall mission to reduce workplace injuries and illnesses for City of Phoenix employees.

The table below provides an overview of the number and type of occupational medical patient visits by City of Phoenix employees in 2018. This list does not include all occupational services provided to City of Phoenix employees but is an overview of the most frequent types of visits.

Physical Therapy	79
Initial Office Visits	1,108
Immunizations	325
Re-Check Office Visits	2,178
Drug Screen Visits	2,619



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Physicals Visits	1,281
Other Visits (such as Audiometric Testing)	1,651
<b>Total Visits</b>	<b>9,241</b>

**2. MINIMUM QUALIFICATIONS:**

Each Consultant must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

**3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:**

Consultants are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Consultant agrees it will be bound by the agreement. The City anticipates a three-year term with two options to extend for one-year periods. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

**4. PRE-PROPOSAL MEETING:**

Consultants may attend the pre-proposal meeting at the date and time listed on page one at the Employee Driver Training Academy, 3535 S. 35<sup>th</sup> Ave, Phoenix. Please register for this meeting by emailing the procurement officer on the front page.

**5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *Exhibit A*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *Exhibit E*. Contractor will provide progress reports to David Mathews, Deputy Safety Director.

**6. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:**

Vendors must be registered in the City’s eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to



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respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Consultant who has not registered in the City's eProcurement system.

### 7. PREPARATION OF OFFER:

- 7.1** All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 7.2** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant's errors or omissions.
- 7.3** All time periods stated as a number of days will be calendar days.
- 7.4** It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Consultants are strongly encouraged to:
- Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - Study and carefully correlate Consultant's knowledge and observations with the solicitation and other related data.
  - Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.
- 7.5** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Consultant is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

### 8. EXCEPTIONS:

If a Consultant has exceptions based on the scope then Consultant must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Consultant must identify the reason for the requested change, provide alternate language and provide an explanation.

It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any "Exception" in response to any material conditions



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or requirement of the solicitation, as an attempt by the Consultant to vary the terms of the solicitation which, in fact, may result in giving the Consultant an unfair advantage. For this reason, the City will, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Consultant.

### 9. **INQUIRIES:**

All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Consultants on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

### 10. **ADDENDA:**

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Consultant must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

### 11. **LICENSES:**

If required by law for the operation of the business or work related to this Offer, Consultant must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

### 12. **CERTIFICATION:**

By signature in the offer section of the Affidavit page, Consultant certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Consultant must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.



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### 13. SUBMISSION OF OFFER:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock. Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Consultant's Name
- Consultant's Address (as shown on the Affidavit Page)
- Solicitation Number
- Solicitation Title

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

### 14. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a Consultant (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the proposal due date.

### 15. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

### 16. PRE-AWARD QUALIFICATIONS:

**16.1** Upon notification of an award the Consultant will have 15 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

**16.2** Consultant is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Consultant's submittal will be deemed non-responsive and the next most responsible Consultant will receive notification initiating the pre-award qualification process.





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### 17. **AWARD OF CONTRACT:**

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Consultant(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that will be considered by the City include:

- Technical capability of the Consultant to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

### 18. **CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

The City reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Consultant submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

### 19. **SOLICITATION TRANSPARENCY POLICY:**

**19.1** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is



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unrelated to the solicitation with the City staff who is not involved in the selection process.

- 19.2** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 19.3** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 19.4** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 19.5** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.
- 20. PROTEST PROCESS:**
- 20.1** Consultant may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 20.2** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.



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- 20.3** Consultant may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Consultant was notified of the adverse determination.
- 20.4** Consultant may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Consultant on the City's website. Consultant must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 20.5** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
  - The name, address and telephone number of the protester
  - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - The form of relief requested; and
  - The signature of the protester or its authorized representative.
- 20.6** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

### **21. PUBLIC RECORD:**

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Consultant clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Consultants as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Consultant in writing of any request to view any portion of its Offer marked "confidential." The



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Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

**22. LATE OFFERS:**

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Consultant that its Offer was disqualified for being a late Offer.

**23. RIGHT TO DISQUALIFY:**

The City reserves the right to disqualify any Consultant who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the Consultant submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Consultant waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Consultant.

**24. MULTIPLE AWARDS:**

The City reserves the right to award to more than one contractor. The City's decision to utilize multiple contractors will be final and conclusive.

**25. AWARD:**

Award will be made on an "all or none" basis by group. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

**26. EVALUATION OF COMPETITIVE SEALED OFFERS:**

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

**26.1 Qualification Criteria:**

All timely proposals will be reviewed to determine whether the minimum qualification requirements have been met. Proposals that do not meet all qualification requirements will be considered non-responsive and will be rejected.

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Each Proposal has two parts: A Technical component and Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated on its technical and cost merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

<b>PROPOSAL EVALUATION CRITERIA</b>	
<b>PRICING</b>	<b>400</b>
<b>EXPERIENCE/QUALIFICATION</b>	
Representative of Designed Networks	250
Management/Dedicated Support	50
<b>METHODS OF APPROACH</b>	
Scope of Work	150
Technology	50
Metro Phoenix Area and Number of Provider Locations	50
<b>LONGEVITY IN AND COMMITMENT TO LOCAL MARKET</b>	<b>50</b>
<b>Total available points:</b>	<b>1000</b>
<b>Interview/Demonstration (if held)</b>	<b>1000</b>

**26.2** Offeror’s response will include the following:  
 26.2.1 **Business History:**



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History of the business, including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the business has been operating as the legal entity, and the length of time the business has been providing the requested services. Discuss the areas of expertise and resources available, both nationally and locally, to provide the requested services.

Provide the name and address of the organization that will provide services for this Contract, as well as telephone number, toll free number, and fax number.

Please explain if this business is independently owned or affiliated either as a subsidiary or division of some other organization.

26.2.2 **Key Personnel:**

Identify the Management Team, Contract Liaison, and billing representative responsible for activities as specified in this proposal. Include a resume of the background, training, experience, and any other pertinent information for key administrative personnel to be initially assigned if the contract is awarded. Include education and expertise. **Limit each resume to three (3) pages.**

26.2.3 **Adverse Actions/Potential Impact:**

State whether the business is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgements, or other action that could have any adverse impact on its ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether the business has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.



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**26.2.4 Government/Corporate Experience:**

State the business's experience in providing services to large public entities or large corporate entities. List other government contracts that the business has now or has had in the past five (5) years, including the City of Phoenix. Limit the list to 3 pages.

**26.2.5 Customer References:**

Provide a minimum of three (3) but no more than five (5) references from firms or government organizations for which the business is currently furnishing services or has completed services in the past five (5) years. References from large public entities or large corporate entities are preferred. For each reference, please provide: Name of Company or Government Entity, Name of Reference, Address, Telephone Number, and E-mail Address (if available).

**26.2.6 Other Relevant Information:**

Submit any other information that documents other skills or experience relating to the requirements of this RFP that may be relevant, including brochures and descriptions.

**26.3 Method of Approach:**

Describe the business's method of approach to satisfy the requirements of the solicitation. This should be accomplished by covering the Scope of Work requirements and describing the work flow process for each item. Offeror may utilize a written narrative or other printed technique to demonstrate the firm's ability to satisfy the Scope of Work. Address issues such as:

**26.3.1 Provider Location and Schedule:**

Provide the full list of provider locations, including name, address, phone number, and operational hours scheduled consistent with the requirements of the Scope of Work. Consider time zone of availability in alignment with Arizona time.

**26.3.2 Customer Services – Availability:**

State the work schedule (days and hours) that the contract liaison will be available and the anticipated turnaround time for returning phone calls. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Offeror to carry out the Scope of Work.

**26.3.3 Customer Service – Office Resources:**

State or describe the on-site resources such as office space, conference rooms, and clerical support for meeting arrangements as relevant to the services provided.

**26.3.4 Technology:**



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Describe how your firm uses technology in performing services as outlined in the Scope of Work requirements.

### 26.3.5 **Budget Controls:**

- Describe the fiscal accounting processes and budgetary controls that the business will use to ensure the responsible use and management of contract funds and accurate invoicing.
- State how costs incurred under this contract will be appropriately accounted for and how only applicable contract services expenses will be billed to the City.
- State the business's fiscal reporting and monitoring capabilities (e.g., spread sheets, automated fiscal reports, quality controls, checks and balances) to ensure contract funds are managed responsibly.
- Describe the procedures that the business will take to ensure that the City receives satisfactory products and services at low costs, i.e., how will the business will strive to provide the best value at the lowest price.

### 26.3.6 **Transition:**

Describe the extent of duties that would be required by the business and the City to transition the occupational medical provider services/drug testing services, as appropriate, to the business. Please provide details and a timeline.

### 26.4 **Price Proposal:**

Offerors shall submit prices in accordance with the Price Page(s) included in the Scope of Work. The Price Page(s) represent the City of Phoenix's official request for a price quotation and **MUST** be completed by the Offeror. The pricing stated herein **must be a firm fee**. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance, and any other items necessary to effectively conduct and complete the duties set forth in the Scope of Work.

## 27. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

**27.1** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

**27.2** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.





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- 27.3** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 27.4** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 27.5** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 27.6** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:**  
During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.
- 29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**  
The City may notify Offerors of Offers that the City determined are not in the Competitive Range.



## SECTION II – AGREEMENT

CITY OF PHOENIX

### 30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 30.1** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 30.2** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 30.3** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 30.4** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

### 31. BEST AND FINAL OFFERS (BAFO):

- 31.1** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 31.2** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the



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solicitation as weighted, the City will then perform final scoring and prepare final rankings.

**31.3** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

**31.4** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – AGREEMENT**

**CITY OF PHOENIX**

**PROFESSIONAL SERVICES CONSULTING AGREEMENT**

**AGREEMENT NO.**

**Procurement Officer**

**City of Phoenix Human Resources**

**Shenal Hooks**

**251 W. Washington Street**

**Phoenix, Arizona 85003**

**Telephone: (602) 534-2195 (7-1-1 Friendly)**

**[Shenal.hooks@phoenix.gov](mailto:Shenal.hooks@phoenix.gov)**



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**CITY OF PHOENIX**

**PROFESSIONAL SERVICES CONSULTING AGREEMENT**

**BETWEEN**

**THE CITY OF PHOENIX**

**INSERT LEGAL NAME OF CONTRACTOR HERE**

This **AGREEMENT** is made and entered into this **Enter date** of **Enter month**, 2019, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and **insert legal name of Contractor here, insert state of corporation and correct business type – Corporation, LLC, etc. -- confirmed on the Arizona Corporation Commission website**, (hereinafter referred to as “Contractor”).

**RECITALS**

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (**Ordinance Number and Agenda Number, if applicable**) **Enter date**.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**1. TERM OF AGREEMENT:**

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a three (3) year period with two options to extend for one-year periods.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
  - reaching the end of the term exercised as set forth in 1.1;
  - completing the services set forth in the Scope of Work (the “Services”);



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- payment of the maximum compensation under Paragraph 2 of this Agreement; or
- termination pursuant to the provisions of this Agreement.

### 2. PAYMENT:

- 2.1** The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$1,700,000.00 per year including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule *EXHIBIT B*. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- 2.2** Contractor will submit monthly invoices on or before the 20th day of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.
- 2.3** Invoices will be submitted to: David Mathews, Deputy Safety Director, 251 W. Washington Street, Phoenix, Arizona 85003.
- 2.1** Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
- **Business Expenses:** If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include, but are not limited to express mail; delivery services; messenger services; and outside printing.





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- Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include, but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.
- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

### 3. **METHOD OF ORDERING (PURCHASE ORDERS):**

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

### 4. **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**

Contractor will provide consulting services that will be in accordance with the Scope of Work, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E*. Contractor will provide progress reports to David Mathews, Deputy Safety Director, 251 W. Washington Street, Phoenix, Arizona 85003 according to a mutually agreed-upon schedule.

### 5. **EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS – See Exhibit C**

### 6. **INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.**

**6.1** The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.



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**6.2** This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

### **7. LEGAL WORKER REQUIREMENTS:**

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

### **8. CONFIDENTIALITY AND DATA SECURITY:**

**8.1.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

**8.2.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic



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files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

- 8.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 8.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 8.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

### 9. CONTACTS WITH THIRD PARTIES:

- 9.1 Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- 9.2 Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.



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**10. SBE/ DBE UTILIZATION:**

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

**11. AUDIT/RECORDS:**

**11.1.** The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

**11.2.** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

**12. COMPLIANCE WITH LAWS:**

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement

**13. AMENDMENTS:**

Whenever an addition, deletion or alteration to the Services described in *the Scope of Work* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.



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### 14. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

### 15. NOTICES:

**15.1.** Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:



If to City:

David Mathews  
Deputy Safety Director  
251 W. Washington Street  
Phoenix, Arizona 85003.

**15.2.** Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

**15.3.** Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

### 16. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied



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in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

**17. GOVERNING LAW; FORUM; VENUE:**

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

**18. FISCAL YEAR CLAUSE:**

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

**19. TERMINATION OR SUSPENSION OF SERVICES:**

**City's Right to Terminate:** The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.



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### 20. FINAL PAYMENT:

**20.1 PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

**20.2 TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

### 21. PROFESSIONAL COMPETENCY:

**21.1 QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

**21.2 LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

### 22. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not



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intended as a limitation of such other remedies as may be available to the City under law or equity.

**23. FORCE MAJEURE:**

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

**24. DOCUMENTATION:**

**24.1 DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

**24.2 FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

**24.3 DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

**24.4 SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

**25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:**

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning





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this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

### **26. CONFLICTS OF INTEREST:**

**26.1** Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

**26.2** The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

**26.3** Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

**26.4** This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

### **27. PUBLIC RECORDS:**

**27.1** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.



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- 27.2** In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- 27.3** In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
- 28. CLAIMS OR DEMANDS AGAINST THE CITY:**
- 28.1** Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- 28.2** Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).



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**29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:**

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

**30. CONTINUATION DURING DISPUTES:**

**30.1** Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

**30.2** Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

**31. THIRD PARTY BENEFICIARY CLAUSE:**

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**32. LAWFUL PRESENCE REQUIREMENT:**

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

**33. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:**

**33.1** In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

**33.2** For a contractor with 35 employees or fewer: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion,



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sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

- 33.3** For a contractor with more than 35 employees: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.



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- 33.4 DOCUMENTATION:** Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.
- 33.5 MONITORING:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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APPROVALS

**IN WITNESS WHEREOF**, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation

ED ZUERCHER, City Manager

By: \_\_\_\_\_

Name

Title

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Acting City Attorney

**Use the Arizona Corporation Commission to ensure you have the correct business name, they are registered in Arizona and then pick the correct signature block below. Delete comments in red and contact Law if you have questions.**

**If your company is a corporation:**

Name of company Corporation

a State corporation

By: \_\_\_\_\_

Name

Title, (President and CEO, etc.)



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**If your company is a Limited Liability with Individual Members:**

Name of company, LLC,  
a State limited liability company

By: \_\_\_\_\_

Name  
Member

By: \_\_\_\_\_

Name  
Member

**If your company is a Limited Liability with Individual Manager:**

Name of company, LLC,  
a State limited liability company

By: \_\_\_\_\_

Name  
Manager

**If your company is a Limited Liability with the Member or Manager is a Corporation:**

Name of company, LLC,  
a State limited liability company  
Its Manager (Member)

By: \_\_\_\_\_



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Name

President

**If your company is a Limited Liability with the Member or Manager is a General Partnership:**

Name of company, LLC,

a State limited liability company

Its Manager (Member)

By: \_\_\_\_\_

Name

an Arizona general partnership,

Its Manager or Managing General Partner





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### EXHIBIT A – SCOPE OF WORK

#### OCCUPATIONAL MEDICAL SERVICES

The City of Phoenix employs approximately 14,000 employees. This contract covers all personnel, with the exception of approximately 2,070 Fire Department employees. During the contract, the City may evaluate and amend the contract to include Fire Department employees. The Occupational Medical Provider Services Contractor (Contractor) is expected to provide:

**1. TWENTY-FOUR HOUR FACILITY**

Contractor shall provide the medical services herein described at a minimum of four (4) locations throughout the City of Phoenix. A minimum of one (1) facility must be open twenty-four (24) hours a day, seven (7) days a week. The twenty-four (24) hour facility must provide all services as described in this contract. Any costs incurred by the City that are due to the failure to provide a listed service shall be borne by Contractor. The twenty-four (24) hour facility must not be located in or use the offices of a hospital setting, and must be centrally located in the Phoenix Metro area.

**2. SUPPLIES**

Contractor shall provide all supplies necessary for performing the examinations herein described and all forms necessary for making and keeping records of all examinations, including the notification of information to employees. The adequacy of all such reporting and record keeping shall be determined by the Safety Supervisor for the City of Phoenix.

**3. SUPPORT EQUIPMENT TO BE PROVIDED BY CONTRACTOR**

1.1. At no additional cost to the City, one (1) state of the art printer; including supplies, services, maintenance, and linkage. This machine will be housed in the Employer Driver Training Academy.

1.2. At no additional cost to the City, Contractor will provide daily courier service to the City of Phoenix Human Resources Department.

1.3. Both the subcontracted Medical Review Officer (MRO) and the subcontracted lab must be managed in an encrypted accessible portal.

**4. LICENSED PHYSICIANS**

Contractor shall ensure that all physicians who perform services for the City are at all times licensed and/or certified in good standing with the Substance Abuse and Mental Health Services Administration (SAMSA) for drug and alcohol testing and the Arizona Board of Medical Examiners or Arizona Board of Osteopathic



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Examiners for general medical provider services. Upon demand, Contractor shall provide evidence of same to the City.

### 5. **EXAMINATION AND RETENTION OF RECORDS**

City of Phoenix employee medical files are to be retained by Contractor on-site for a minimum of five years. Transferring to and retention of employee files to Contractor's long-term storage site shall follow currently accepted and legally mandated medical storage procedures including, but not limited to the guidelines contained in the OSHA definition of medical records in 29 CFR 1910.1020(c)(6)(i) and the retention requirement in 29 CFR 1910.1020(d) (see below).

<https://www.osha.gov/laws-regs/standardinterpretations/1990-02-06-0>

The City of Phoenix shall have access to and the right to examine any appurtenant books, documents, employee files, papers, licenses, and records of Contractor involving transactions related to this contract up to three (3) years following the expiration of the contract at Contractor's sole expense to retrieve such records from long-term storage for such examination. The City of Phoenix shall provide thirty (30) days written notice to Contractor, or as soon as possible, of its intent to examine and copy such materials, which will be performed at the Contractor's local location during normal business hours. This applies only as long as Contractor maintains records in Phoenix, Arizona.

### 6. **APPROVAL OF REFERRALS**

The City of Phoenix reserves the right to approve or deny Contractor's referrals on all medical services; Physical Therapy services will be set by separate contract. The City of Phoenix also reserves the right to designate alternative sources or providers for emergency consultations for industrial injuries.

### 7. **DESIGNATED CONTRACT LIAISON**

Contractor shall provide a designated person approved by the City in a centralized administrative location as a contract liaison. This designated person will be dedicated to the City of Phoenix to handle all administrative issues related to this contract and must be available in person or via phone during the hours of 8:00 AM to 5:00 PM Arizona time and on call twenty-four (24) hours a day, seven (7) days a week for emergency response.

**7.1** The designated liaison will coordinate all procedures implemented as a part of this contract and any changes to existing policies. All protocols established to meet the needs of the City require City approval, including any changes to the protocol.

**7.2** All City of Phoenix employee files will be maintained by the liaison to ensure timely response to all inquiries specific to this Contract. Physical therapy records, though generated by a separate contract, will be maintained as



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part of the employee files by the liaison. The liaison will also be responsible for scheduling all appointments for City employees, including independent evaluations requiring Contractor's specialists or sub-contracted specialists. The operation of computer supported scheduling to schedule examinations is preferred. The liaison must have an understanding of industrial medicine and the occupational medical requirements of federal and state required programs.

**7.3** The designated liaison and/or collector must immediately contact the City of any positive alcohol tests or refusals to test.

### **8. EXCESSIVE WAITING PERIODS**

Contractor is responsible for ensuring that City employees do not experience excessive waiting periods. To ensure that excessive waiting periods do not occur, all City employees will be stamped in at the time they arrive at the facility and stamped out when they are released to leave. This information must be provided on a work status report form. A copy of the work status report form must be provided to the employee to give to their supervisor. The form must also be made available to City of Phoenix Safety Division Staff through the designated system access located in the Human Resources Department Safety Division. The work status report will be randomly spot checked in the system and results will be subject to performance guarantee (see item 13.2). Random checks will be conducted no more than twice quarterly. In addition, a fast track procedure approved by the City will be established to minimize the wait time for alcohol and drug testing.

### **9. SERVICES AVAILABLE**

Contractor will provide the City of Phoenix with information on other categories of services available from Contractor and the corresponding pricing schedule(s) for these services as requested by the City.

### **10. PRICING FEE SCHEDULE**

The City of Phoenix will require that employees see Contractor for an initial evaluation following an industrial injury when the severity of the injury does not require an emergency room visit. Contractor shall provide a percentage discount below the Arizona Industrial Commission Fee Schedule for all such services.

Percentage of discount below the Arizona Industrial Commission Fee Schedule for all such services: \_\_\_\_\_%

Contractor agrees to the prices for the following

#### **10.1 Occupational Medical Services**



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- 10.1.1 All discounts for medical services will be applied after the appropriate fee has been applied per the Arizona Industrial Commission Fee Schedule.
- 10.1.2 Contractor will make available a separate waiting area apart from the general public for City of Phoenix public safety personnel.
- 10.1.3 If the physician determines during the initial evaluation that the injury is for first aid only, for post exposure-only care and counseling, or is a referral to Foot Solutions for orthotic devices, the physician is not to complete a 102 Form. Invoices generated for first aid, post exposure care, or referrals to Foot Solutions are to be submitted to the City of Phoenix Human Resources Department, Safety Division. First aid, exposure care, or Foot Solution referrals will be charged based on Contractor's discount below the Arizona Industrial Commission Fee Schedule or charges established by contract, whichever is the lesser.
- 10.1.4 Contractor will provide services to City employees that elect to continue care after initial visit at the flat-rate discount specified above. Documentation must be created that indicates the employee voluntarily selected to continue treatment with Contractor instead of choosing a physician outside the Contractor facility.
- 10.1.5 The City of Phoenix will pay for the first and last visit of an industrial claim that is denied. Contractor must review all claims and, based on the merit of the claim, decide if they wish to treat the employee or refer the employee to their private physician. Contractor will, based on their decision to continue treatment prior to the acceptance of the industrial claim, accept responsibility for costs that may be incurred for treatment provided between the first and last day of treatment.

### 10.2 Post-Exposure Examinations

Post-Exposure Examinations includes; physicals, post-exposure evaluations, and preventive measures for OSHA and other regulatory requirements, including but not limited to:

- 10.2.1 *Asbestos*  
Title 29 Code of Federal Regulations (CFR) Part 1910.1001(I) and Appendices D and E to Title 29 CFR Part 1910.1001 (see *link below*).

<https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1001>



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Per Exam Cost \$ \_\_\_\_\_

### 10.2.2 *Lead*

Title 29 CFR Part 1910.1025 and Part 1910.1025 (U) (see link below).

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_unique?p\\_table\\_name=STANDARDS&p\\_unique\\_file=1910\\_1025&p\\_anchor\\_name=](https://www.osha.gov/pls/oshaweb/owadisp.show_unique?p_table_name=STANDARDS&p_unique_file=1910_1025&p_anchor_name=)

Per Exam Cost \$ \_\_\_\_\_

### 10.2.3 *Blood Borne Pathogens*

Title 29 CFR Part 1910.1030 and Part 1910.1030 (f) (see link below).

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_id=10051&p\\_table=STANDARDS](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=10051&p_table=STANDARDS)

The cost of blood borne pathogens post exposure care for any City of Phoenix employee will be based on the Industrial Commission of Arizona, Physicians' Fee Schedule, plus Contractor's discount of \_\_\_\_\_%

If services required/recommended by the Center for Disease Control or by federal or state law are not listed in this proposal, please add those services to the proposal with the fee amount. If the required and/or recommended care should change during the life of the contract, an addendum to the contract will be submitted by Contractor for approval by the City.

Initial Evaluation Cost \$ \_\_\_\_\_

Includes the evaluation of the exposure, counseling, and the results of the blood work. Counseling will include an explanation of the infection risk and, if the exposure warrants, the recommendation for chemoprophylaxis.

**Meeting with the doctor to go over the results of the blood work is part of the initial evaluation and no additional charge will be allowed.**

HIV-1/2 (post-exposure blood draw, analysis, and



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follow up) \$

Additional Cost if any for Rush Analysis for HIV-2 \$

HIV antibody, confirmatory test (e.g., Western Blot) \$

R/O Acute hepatitis panel (hepatitis A antibody, hepatitis B antibody, hepatitis C antibody) \$

**\*Includes Hep A, B, & C, along with HIV in BloodBorne Pathogen Panel**

Hepatitis A antibody (HAAb); IgG and IgM \$

Hepatitis A Vaccine # 1 \$

Hepatitis A Vaccine # 2 \$

Hepatitis A and B Twinrix \$

Hepatitis B Surface Antibody (HBsAB) \$

Hepatitis B antibody (HBeAB) \$

Hepatitis B Vaccine # 1 \$

Hepatitis B Vaccine # 2 \$

Hepatitis B Vaccine # 3 \$

Hepatitis B immune globulin (HBIG) \$

**\*Priced per unit per AZ Fee Schedule. The total amount given is determined by patient's weight.**

Hepatitis C antibody \$

Hepatitis C antibody, confirmatory test (e.g., immunoblot) \$

Liver Function Panel \$

CBC w/Differential \$



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Chem 23 (comprehensive metabolic panel) \$

Truvada – 30 day supply \$

Isentress – 30 day supply \$

**\*Medications are to be dispensed according to CDC Guideline.**

**10.3 Tuberculosis**

Contractor is to remain current on the recommended Treatment of Tuberculosis and Tuberculosis Infection in Adults and Children, as outlined by the American Thoracic Society, Centers for Disease Control, and Infectious Diseases Society of America.

10.3.1 *Initial Evaluation*

To include the evaluation of the exposure and counseling. Counseling will include an explanation of the infection risk and the significance of a positive conversion of a PPD, and, if appropriate, the need to take prophylactic medication.

Per Evaluation Cost \$

10.3.2 *Mantoux (PPD) Skin Test*

Two step testing will be required to establish a negative baseline for pre-hire or post exposure. **Cost includes skin test reading and interpretation.**

Per Test Cost \$

10.3.3 *Liver Enzyme Evaluations*

For employees with positive Mantoux skin test or active tuberculosis.

Per Evaluation Cost \$

10.3.4 *Medication for Positive Mantoux*

Medication series for employees with positive Mantoux skin test or active tuberculosis. (These are common medications used for the prevention of tuberculosis; if other medications are commonly used by your organization, please list the name and price.)

Isoniazid Cost \$



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Rifampin Cost	\$
Pyrazinamide Cost	\$
Ethambutol Cost	\$
Streptomycin Cost	\$
Para-aminosalicylic Acid Cost	\$
Ethionamide Cost	\$
Cycloserine Cost	\$
Capreomycin Cost	\$
Kanamycin Cost	\$
Thiacetazone Cost	\$

**\*Medications are to be dispensed according to CDC Guideline.**

- 10.3.5 *TB Questionnaire* \$
- A TB questionnaire will be performed if a patient has presented with a new positive skin test or has had history of a positive skin test in the past and/or chest x-rays.

### 10.4 Records Review, chargeable when not part of a billed service

Medical Records	\$
Medications Review	\$
Urine Analysis, Dipstick	\$
Electrocardiogram (EKG)	\$
Pulmonary Function Test	\$
Chest X-ray, one view	\$





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### 10.5 Hearing Conservation Program

#### 10.5.1 *Audiometric Testing In-House by Contractor*

Audiometric testing by the Contractor shall be completed on a form compatible with the software program used to generate the employee profile. A copy will be forwarded to the Human Resources Department Safety Division in a format and software program as required by the Human Resources Department Safety Division.

Per Test Cost – baseline, annual, or retest audiogram \$           

#### 10.5.2 *Mobile Audiometric Testing and Data Management.*

Mobile audiometric testing will be completed a minimum of 30 times per year at 15-17 different locations.

On site testing will require that, upon request, an employee letter be generated and issued at the time of the audiometric test. A summary of the day's activity will be emailed to the Human Resources Department Safety Division within twenty-four (24) hours. The summary will include an attached file of all employees tested, including those employees tested with a suspected standard threshold shift.

Data entry of audiometric tests will be performed by the Contractor. Upon request for test results, Contractor will generate a letter for the employee. Contractor will also provide an audiometric profile to the Human Resources Safety Division. The audiometric profile will compare the results to the baseline and indicate if there was a standard threshold shift. The profile must also document if there has been a 25 decibel shift from baseline.

Per Test Cost \$           

**\*Daily minimum fee for on-sight services – (first four hours on-site)**

#### 10.5.3 *Additional Cost for Extended Hours*

Additional cost assessed on a per hour basis beyond ten (10) hours in a single calendar day for mobile audiometric testing.

Per Hour Cost \$           

**\*Each additional hour on-site**



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10.6 Police Officer Physicals

Contractor shall furnish periodic occupational health examinations by a physician to the City’s full-time, sworn Police Officers. Exam to include:

Audiogram

EKG Resting

Physical exam to include:

Height, Weight

Blood Pressure, Pulse

Temperature, Respirations

Vision - Near/ Far

UA Dip - SG, Protein, Sugar, Blood

Police Physical Per Exam Cost \$

Optional blood work and TB testing will be made available to City employees at the proposed amount. **These optional services are to be paid by the employee.**

SMA Blood Chemistry (Now Chem23) \$

CBC \$

Prostate Specific Antigen \$

Urinalysis \$

Mantoux (PPD) Skin Test with reading and Interpretation \$

PA only chest x-ray and interpretation (with positive PPD) \$

TB Questionnaire \$

A TB questionnaire will be performed if a patient has presented with a new positive skin test or has had history of a positive skin test in the past and/or chest x-rays.

10.6.1 Local Police Board/AZ POST Physical to include:

Physical exam with POST certified physician \$

Chest X-Ray – 1 View \$

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EKG Resting	\$
EKG Treadmill Testing	\$
U.A Dip	\$
CBC	\$
Blood Sugar (Fingerstick)	\$
PFT	\$
Vision	\$
Audiogram	\$
Treadmill Testing + Blood Work	\$
Total for Local Police Board/AZ POST Physical Per Exam Cost	\$

10.6.2 *AZ POST Physical Exam to include:*

- History
- Physical exam with POST certified physician
- Vitals
- Titmus Vision
- Audiogram

AZ POST Physical Per Exam Cost \$

**10.7 Human Services Department**

*10.7.1 Pre-Employment/Annual Physical*

Contractor shall provide pre-employment and annual physical examinations for certain City Human Services Department employees.

*10.7.2 Head Start Program (see **APPENDIX 1**)*

10.7.2.1 Contractor will conduct a health examination for Head Start employees to assure that they do not, because of communicable disease, pose a significant risk to the health or safety of others in Head Start.



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10.7.2.2 Contractor will limit health examination to the above, and not conduct elements of a physical exam that do not relate to the above (for example, drug screening, vision and color-blindness testing, etc.).

10.7.2.3 For employees with a previous negative TB skin test, Contractor will provide another TB skin test, with employee returning to have TB skin test read.

10.7.2.4 Employees with previous positive TB skin tests who have a documented negative chest radiograph, documented completion of treatment for active or latent TB infection, or documentation that they are free of infectious TB will receive repeat chest radiographs only as recommended by guidelines from the Centers for Disease Control and Prevention: Division of Tuberculosis Elimination.

10.7.2.5 Contractor will fill out the required physical exam form and TB form accurately and completely and will return the form to Human Services Department Human Resources Division.

10.7.2.6 Contractor will protect employee's medical privacy, and obey HIPAA regulations by NOT disclosing additional information about the employee's health status, except as required by law.

Head Start Physical \$           

TB Questionnaire \$           

A TB questionnaire will be performed if a patient has presented with a new positive skin test or has had history of a positive skin test in the past and/or chest x-rays.

**10.8 Department of Transportation (DOT) Physicals**

Contractor shall provide approximately 600 commercial driver's license (CDL)/ Department of Transportation (DOT) physicals annually. Physical examinations will be provided for other departments according to the specifications in Title 49 CFR Part 391.41 (see link below).

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=0b1fe33ac2b897c35a7612005006ddf1&ty=HTML&h=L&r=PART&n=49y5.1.1.2.34#49:5.1.1.2.34.5.11.1>



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When there is a difference between the federal guidelines and the Arizona State guidelines for intrastate, the Arizona State guidelines will prevail.

DOT Per Exam Cost \$           

- 10.8.1 All DOT physicals shall be completed by a physician listed in the National Registry of Certified Medical Examiners.
- 10.8.2 Contractor will use the DOT Physical Examination form or a form that meets DOT requirements to record and preserve the results of the medical examination.
- 10.8.3 If the DOT requirements are met, the Contractor shall provide the original DOT Long Form directly to employee or possible new hire at time of visit. Contractor will store and hold a copy of the DOT long form, and make available upon request to Human Resources Department Safety Division DOT Staff.
- 10.8.4 If the DOT requirements are met, the Contractor shall provide the medical examiners certification card directly to employee at time of visit, and email a copy to City of Phoenix Safety Division DOT Staff.
- 10.8.5 Contractor agrees to prepare and retain all records the Human Resources Department Safety Division deems necessary for the purpose of carrying out the provisions of this contract. The Contractor further agrees that the Human Resources Department Safety Division or its designee may carry out monitoring activities and that the Contractor effectively ensures the cooperation of the Contractor's employees in such efforts.
- 10.8.6 Contractor agrees to provide immediate notification to a Human Resources Department Safety Division contact whenever an employee fails a DOT physical, or the physical is being suspended due to further testing or a need for additional information from a private physician.

### **10.9 Respirator Physicals/Questionnaires**

Contractor shall furnish respirator physical examinations that are appropriate to the respirator, exposure, and physical demands of the job. Respirator questionnaires shall be as required in 29 CFR 1910.134 App C (*see link below*). Respirator examinations will be provided as needed to City of Phoenix personnel with the exception of City of Phoenix Police Department employees.



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[https://www.osha.gov/dte/library/respirators/major\\_requirements.html](https://www.osha.gov/dte/library/respirators/major_requirements.html)

**10.9.1 Respirator Physical**

All respirator physicals shall require the completion of the OSHA Respirator Medical Evaluation Questionnaire. The questionnaire will be completed as a stand-alone document or as part of the physical examination medical history.

**Level A Physical:**

- Medical history
- Physical examination
- Respiratory history
- Spirometry
- Chest X-ray (if medical necessity)
- Physician or other licensed health care professional (PLHCP) statement

Level A Physical - Per Exam Cost \$           

Level A Physical – With Blood Work and Stress Test if Medically Necessary \$           

**Level B Physical:**

- Medical history
- Physical examination
- Chest X-ray (if medical necessity)
- PLHCP statement

Level B Physical - Per Exam Cost \$           

Evaluation of Questionnaire and PLHCP Statement must meet all requirements established by OSHA as set forth in 29 CFR 1910.134.

Questionnaire Evaluation Cost \$           

The Contractor agrees to provide immediate notification to a Human Resources Department Safety Division contact whenever an employee fails a respirator physical, or the physical is being held/suspended due to further testing or there's a need for additional information from a private Physician.



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**10.10 On-Site Testing**

The City of Phoenix would like to eliminate the need for any City employee to go to a medical facility more than one time in any given year. The Contractor must have the capability to provide a computerized support system for scheduling all required examinations in any given year, taking into consideration that the DOT physicals must not expire. The examinations that can be combined include, but are not restricted to, the DOT physicals and the respirator physicals.

10.10.1 The City of Phoenix will, at times, require medical examinations completed on site at a City of Phoenix designated site.

Police Physicals Per Exam On-Site Cost \$           

DOT Per Exam On-Site Cost \$           

Respirator Level A, Per Exam On-Site Cost \$           

Respirator Level B, Per Exam On-Site Cost \$           

Respirator Level C, Per Exam On-Site Cost \$           

Annual Drug Screen for 50 – 200 Aquatics Applicants Per Exam On-Site Cost \$           

**\*Pricing for these services are subject to minimum number of employees and hourly charges, and will be priced “per job” as agreed upon by the City and in line with current pricing contractor has provided above.**

**10.11 Combination Physical Examinations**

Contractor shall furnish the following described examinations and special tests to referred City of Phoenix employees for the prices indicated (prices should be based on the price of the more expensive examination and a small fee for completion of the additional forms):

Level A respirator physical and DOT physical \$           

Level A respirator physical and Police physical \$           

Level B respirator physical and DOT physical \$           

Level B respirator physical and Police physical \$



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Level C respirator physical and DOT physical \$

Level C respirator physical and Police physical \$

\*On-Site Pricing for these services are subject to minimum number of employees and hourly charges, and will be priced “per job” as agreed upon by the City and in line with current pricing the contractor has provided above.

All respirator physicals should provide the information needed to complete the DOT forms (except for a hernia test). This is to cover the cost of completing the DOT long form and medical examiners certification card in addition to the respiratory physical.

10.12 Work Fitness Evaluation

Employees who exhibit disconcerting behavioral changes or health problems (i.e. excessive sick leave usage, poor judgment, increases in errors, anger, frustration tolerance, etc.) that are affecting their work performance can be sent to the Contractor (or designated subcontractor) for a work fitness examination upon referral by the Human Resources Department, Safety Division. Employees who apply for or are currently benefiting from the City of Phoenix Long Term Disability Program may be required to participate in an independent medical or neuropsychological evaluation to determine the employee's eligibility for the Long Term Disability benefit.

The results of the examination will be provided to the Human Resources Department, Safety Division, in an expedient manner. Verbal results will be provided to the Benefit’s Division representative within one (1) working day and written results will be provided in report form within three (3) working days of the completion of the examination. The written report will include the narrative describing the physician's findings and recommendations. **The written report is to include a specific response to each question submitted, including a determination of the employee's ability to perform the essential functions of his/her job as identified on the job description and/or the employee's performance management guide.** The physician will also complete the Work Restriction Form for employees not returning to regular work (see **APPENDIX 2**).

The Contractor's physician will review all written reports from subcontractors for job relatedness. Those reports with information that is





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not job related will be summarized by the Contractor's physician (including all psychiatric evaluations) to ensure that all information received by the City of Phoenix is only job specific and job related.

The written report is to be provided to the Human Resources Department, Safety Division, within three (3) working days from the time that it is received by Contractor. The Contractor will monitor referral specialists to ensure that reports are provided in an expedient manner.

### 10.12.1 *Basic Exam*

An examination involving common medical problems with established test protocols.

Basic Per Exam Cost \$           

### 10.12.2 *Extended Exam*

An examination involving multiple medical issues with established test protocols, with medical and medication records to review.

Extended Per Exam Cost \$           

### 10.12.3 *Complex Exam*

An examination involving complex medical issues not easily confirmed which may include extensive medical and medication records to review. This may also include conferring with the employee's private physician and/or referrals to specialists (psychiatric, orthopedic, neurological, etc.).

Complex Per Exam Cost \$           

### 10.12.4 *Review and Summary Billed Service*

Review and summary of referral specialist report, when associated with a billed service.

Review and Summary Cost \$

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10.12.5 *Review and Summary Non-Billed Service*  
 Review and summary of referral specialist report, when not associated with a billed service

Review and Summary Cost \$           

**10.13 “Return to Work”**

Employees may be required to submit to an examination upon returning to work from a non-occupational illness after being absent. A release/statement from the employee's private physician allowing them to return to their class of work will be required. A return to work physical will not be provided to an employee returning from an industrial injury unless it is specifically requested/authorized by the Human Resources Department, Safety Division.

Per Exam Cost \$           

**10.14 Alcohol and Drug Testing**

Drug and alcohol screening are a high priority for City, and as it must comply with all federal regulations including but not limited to DOT Commercial Driver’s License Medical Examination and Drug and Alcohol Testing requirements. Physicians must be Substance Abuse and Mental Health Services Administration (SAMSA) Certified. Testing facilities must be identified and updated monthly with names and addresses for each facility. Easily accessible locations should be available throughout the City of Phoenix, with one centrally located twenty-four (24) hour facility. All negative results must be viewable within the identified electronic information system within three (3) business days.

10.14.1 *Urine Drug Screen*

Urine Drug Screen – Contractor must comply with Health and Human Services Department (HHSD) regulations, 49 CFR Part 40, Part 382 and Part 655, in conjunction with the City of Phoenix Alcohol and Drug Testing Policies and Procedures. Screens are to include all MRO charges (including positive confirmation). In addition, the Contractor must have an established procedure approved by the City to fast track all employees that sign in for urine drug testing, allowing them the opportunity to provide a sample within *forty (40)* minutes of arrival.

Per Screen Cost \$



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Confirmation if Positive \$ \_\_\_\_\_

Blind Sample Test \$ \_\_\_\_\_

10.14.2 *Breath Alcohol Test*

Contractor must comply with Department of Transportation (DOT) Breath Alcohol Test regulations (see 49 CFR Part 40, Part 382 and Part 655). In addition, the Contractor must have an established procedure to fast track all employees that sign in for breath alcohol testing, testing them within **fifteen (15) minutes of arrival.**

Per Screen Cost \$ \_\_\_\_\_

Confirmation if Positive \$ \_\_\_\_\_

Contractor shall maintain all test records in confidence.

See Department of Transportation Commercial Driver’s License Medical Examination, Alcohol and Drug Testing Requirements (link below). The City requires this protocol for both Regulated and Non-regulated testing.

<http://www.dot.gov/odapc/part40>

10.14.3 *Off Location Testing for Alcohol and Drug*  
Out of State Testing \$ \_\_\_\_\_

Mobile Testing \$ \_\_\_\_\_

**10.15 Miscellaneous Testing**

Lead Blood Level Test \$ \_\_\_\_\_

Protoporphyrin, Zinc \$ \_\_\_\_\_

Steroid Testing \$ \_\_\_\_\_

Chloinesterase Blood Test \$ \_\_\_\_\_

Urine Analysis, Dipstick \$ \_\_\_\_\_

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Electrocardiogram (EKG)	\$ <u>          </u>
Pulmonary Function Test	\$ <u>          </u>
Chest X-ray, one view	\$ <u>          </u>
Chest X-ray, two views	\$ <u>          </u>
Diphtheria and Tetanus Toxoids	\$ <u>          </u>
Tetanus Toxoids	\$ <u>          </u>
Varicella Titer	\$ <u>          </u>
MMR Titers	\$ <u>          </u>
Glucose UA	\$ <u>          </u>
Blood Glucose (Fasting)	\$ <u>          </u>
Hemoglobin A1c	\$ <u>          </u>

A fasting glucose and hemoglobin A1c will be provided to confirm high blood sugar on the employees next working day. This will be required of all employees that fail any of the required physicals due to a high urine sugar test. The City of Phoenix protocol for acceptable levels of blood sugar will be followed.

**10.16 Records Review, chargeable when not part of a billed service**

Medical Records	\$ <u>          </u>
Medications Review	\$ <u>          </u>

**11. INVOICING**

A detailed invoice will be generated for each month of service provided. Invoices will be submitted for payment no later than the 20<sup>th</sup> day of the month following the month of service. Invoices will be broken down as directed by this contract and as specified by the City of Phoenix Human Resources Department, Safety Division. Submitted invoices must be accompanied by supportive documentation.

**12. FEDERALLY FUNDED PROGRAMS**



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For federally funded programs, the Contractor must comply with the following provisions:

- 12.1 Certification of Drug-Free Workplace (federal funds only).
- 12.2 Certification of Non-Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tiered Covered Transactions (federal funds only).
- 12.3 Providers of services to drug and alcohol abusers shall safeguard, maintain, and retain confidential information about such services and recipients in accordance of Section 333 of the Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (Public Law 93-282), Federal Funds Certifications. Additionally, results of blood analysis for, including but not limited to, the human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), Hepatitis B virus (HBV), and mycobacterium tuberculosis (TB) shall be safeguarded, maintained and retained as confidential information about such services and recipients in accordance with the requirements given in Blood Borne Pathogens, Title 29 CFR Part 1910.1030 (*see link below*), and in Guidelines for Preventing the Transmission of Tuberculosis in Health-Care Settings, With Special Focus on HIV-Related Issues.

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_id=10051  
&p\\_table=STANDARDS](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=10051&p_table=STANDARDS)

- 12.4 Contractor must submit with their proposal verifiable information relating to any and all federal, state, or local compliance citations issued against their firm, including dates, reasons, dispositions, and resolutions. The City of Phoenix reserves the right to disqualify a Contractor from further consideration if the City determines, in its sole discretion, that the compliance history of a Contractor indicates a lack of qualification to perform any part of the scope of work.

### 13. PERFORMANCE GUARANTEES AND PENALTIES

#### 13.1 Exposure and Billing Requirements:

- 13.1.1 The City will assess a \$200 per occurrence charge-back to Contractor's monthly statement for any City of Phoenix employee's "exposure only", "first aid", or referral to "Foot Solutions for orthotic devices" that is/are reported to the City's workers' compensation third party administrator as an industrial claim, in violation of section 10.1.2, unless such reporting is required by applicable law or regulation.



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13.1.2 A billing invoice is to be generated for each month of service provided. Invoices will be submitted for payment no later than the 10<sup>th</sup> day of the month following the month of service. Billing for services that are received later than the 20<sup>th</sup> day of the month, following the month of service or that are missing proper support documentation will be reduced by 10%. Billing for services that are received later than the 20<sup>th</sup> day of the second month following the month of service, will be reduced by an additional 10%.

13.1.3 *Incorrect Test Penalty* - If the contractor performs the incorrect test that was not specifically requested by the City, the City will not be charged fees for the incorrect/non-requested tests.

### 13.2 Excessive Waiting Periods:

#### 13.2.1 *Scheduled Appointments*

“Excessive waiting period” is defined as longer than a 90-minute turnaround time at the clinic. Safety Staff will conduct periodic checks of work status forms in the online system.

**Penalty** – If a random check of groups of twenty-five (25) employee appointment times reveal 10 or more waiting periods longer than a 90-minute turnaround time at the clinic, a \$200 penalty will be assessed and reduced from the monthly billing. This will not apply to late arrivals, and early arrivals will be tracked by the appointment time.

#### 13.2.2 *Drug/Alcohol Testing*

For drug/alcohol testing, excessive waiting period is defined as follows: longer than a 40-minute turnaround time for drug testing only; longer than a 15-minute turnaround time for alcohol testing only; longer than a one-hour turnaround time for both drug and alcohol testing.

**Penalty** – If a random check of groups of twenty-five (25) employee appointment times reveal longer than a 40-minute turnaround time for drug testing only, longer than a 15-minute turnaround time for alcohol testing only, or a longer than one-hour turnaround time for both drug and alcohol testing, a \$200 penalty will be assessed and reduced from the monthly billing.



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The City agrees that the "Fast Track" standard will not apply to cases that have positive findings or are problematic as reported in writing by the Contractor.

### 13.3 Work Fitness Evaluation Requirements

Work Fitness Examination results will be provided to the Human Resources Department, Safety Division, in an expedient manner. Verbal results will be provided to the Benefit's Division representative within one (1) working day and written results will be provided in report form within three (3) working days of the completion of the examination. The written report will include the narrative describing the physician's findings and recommendations. The written report is to include a specific response to each question submitted including a determination of the employee's ability to perform the essential functions of his/her job as identified on the job description and/or the employee's performance management guide. The physician will also complete the Work Restriction Form for employees not returning to regular work (see **APPENDIX 2**).

**Penalty** – If the evaluation requirements are not met for verbal notification, written reports, requested information, or a complete work restriction form, a \$200 fee will be assessed for each five (5) business day period beyond due date for correction of requirement.

NOTE: Upon written notification by the City of Phoenix that performance guarantees have not been met, Contractor may submit a response within five (5) business days with an explanation and an action plan of correction. City Human Resources Safety Division Staff will review the response and make a determination to waive, postpone, or enforce performance guarantee penalties.



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**EXHIBIT B – FEE SCHEDULE**

**INTENTIONALLY OMITTED – SEE EXHIBIT A**





## SECTION II – AGREEMENT

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### EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

**1. INDEMNIFICATION CLAUSE:**

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) ( “Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

**2. INSURANCE REQUIREMENTS:** Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of their obligations have been discharged, including any warranty periods under this Contract.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**3. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum



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liability requirements provided that the coverage is written on a “following form” basis.

**3.1. Commercial General Liability – Occurrence Form**

The policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

**3.2. Worker’s Compensation and Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**3.3. Professional Liability (Errors and Omissions Liability)**

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000



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In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:
  - 4.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 4.2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
5. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to (City of Phoenix Department Representative's Name & Address & Fax Number).
6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
7. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.



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All certificates required by this Contract must be sent directly to (City Department Representative's Name and Address). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies or Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
9. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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**EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE**



## SECTION II - AGREEMENT

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### EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

**1. NON-ASSIGNABILITY:**

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement. Any attempt to assign without such prior written consent shall be void.

**2. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:**

**2.1 Contractor and Subcontractor Workers Background Screening:**

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

2.1.1 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

**2.2 Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.

**2.3 Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

**2.4 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.



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### **2.5 Contractor Certification; City Approval of Background Screening:**

- 2.5.1 Unless otherwise provided for in the Scope, Contractor will be responsible for:
- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
  - for reviewing the results of the background check every five years; and,
  - to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
  - Submitting the list of qualified Contract Workers to the contracting department.
- 2.5.2 For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- 2.5.3 By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

**2.6 Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

**2.7 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore,



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Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

- 2.8 Continuing Duty; Audit:** Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.





## SECTION III – SUBMITTALS

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### AFFIDAVIT

The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

The undersigned Consultant acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



**SECTION III – SUBMITTALS**

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- 11. To the best of the Consultant’s knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.
  
- 12. **COPIES:**  
Please submit one original, six copies, and one electronic copy (**portable drive**) of the Submittal Section and all other required documentation. Please ensure that the electronic copy contains the entire submittal. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.
  
- 13. **REFERENCES:**  
Consultant shall furnish the names and contact information for 3 clients for whom the Consultant is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

2. Company and Reference Name:

\_\_\_\_\_

Telephone and email:

\_\_\_\_\_

3. Company and Reference Name:

\_\_\_\_\_

Telephone and email:

\_\_\_\_\_

4. Company and Reference Name:

\_\_\_\_\_

Telephone and email:

\_\_\_\_\_



**SECTION III – SUBMITTALS**

**CITY OF PHOENIX**

**Signature(s)**

Consultant's Contracting Entity (Legal Name<sup>1</sup>): \_\_\_\_\_

*<sup>1</sup>The successful Consultant must be authorized to transact business in Arizona and be in good standing prior to contract award.*

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the Consultant.*

Name of Joint Venture Partner (if applicable): \_\_\_\_\_

Printed Name of Authorized Representative\*: \_\_\_\_\_

Title: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Telephone and email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*

## CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.			
<b>1. Name of person submitting this disclosure form.</b>			
First	MI	Last	Suffix
<b>2. Contract Information</b>			
Solicitation # or Name:			
<b>3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)</b>			
<b>4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.</b>			
<b>5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.</b>			
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
<b>6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.</b>			

**7. Disclosure of Conflict of Interest:**

**A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

**B. ARS sections 38-501 et. seq. & City Charter Chapter 11**

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at [www.azleg.gov](http://www.azleg.gov)).

- 2) I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- 3) I am aware of the following conflict(s) of interest:

## 8. Acknowledgements

### A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

### B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

## **APPENDIX 1**

### Human Services Department - Head Start Program

#### **CONTRACTOR REQUIREMENTS FOR EMPLOYEE PHYSICALS AND TB SCREENING** Head Start Program Performance Standard 1304.52 U) (1) states:

Grantee and delegate agencies must assure that each staff member has an initial health examination (that includes screening for tuberculosis) and a periodic re-examination (as recommended by their health care provider or as mandated by State, Tribal, or local laws) so as to assure that they do not, because of communicable diseases, pose a significant risk to the health or safety of others in the Early Head Start or Head Start program that cannot be eliminated or reduced by reasonable accommodation. This requirement must be implemented consistent with the requirements of the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Head Start Policy H-18A addresses the requirement for initial and periodic health examination and tuberculosis screening. This policy requires initial physical examination and TB screening of new hires. This is done at the same time as drug screening, by the city of Phoenix contracted occupational health provider. The policy also requires re-examination and re-screening at least every three years for all current Head Start employees. Current Head Start employees may go to the city of Phoenix contracted occupational health provider for this service, or to their own medical provider. Services provided by the contracted occupational health provider will be provided at no cost to the employee, and will be reimbursed with Human Services Department General Purpose Funds. Because employee health insurance coverage does not include occupational health services, employees who see their own provider may have to pay the full cost of the physical exam and TB screening.

#### **Requirement for City of Phoenix Contractor:**

1. Contractor will conduct a health examination for Head Start employees so as to assure that they do not, because of communicable disease, pose a significant risk to the health or safety of others in Head Start that cannot be eliminated or reduced by reasonable accommodations.
2. Contractor will limit health examination to the above, and not conduct elements of a physical exam that do not relate to Item #1. (For example, drug screening, vision and color-blindness testing, etc.)
3. For employees with a previous negative TB skin test, contractor will provide another TB skin test, with employee returning to have TB skin test read.
4. Employees with previous positive TB skin tests who have a documented negative chest radiograph, documented completion of treatment for active or latent TB infection, or documentation that they are free of infectious TB will receive repeat chest radiographs only as recommended by guidelines from the Centers for Disease Control and Prevention: Division of Tuberculosis Elimination.
5. Contractor will fill out the attached physical exam form and TB form, accurately and completely and will return the form to Human Services Department Personnel Section.
6. Contractor will protect employee's medical privacy, and obey HIPAA regulations by NOT disclosing additional information about the employee's health status, except as required by law.



**Employee Physical Exam Form - City of Phoenix Head Start**

RE: \_\_\_\_\_ Date of Birth \_\_\_\_\_

**Dear Health Care Provider:**

Head Start employees are required to have a health examination every three years to ensure they do not have a communicable disease which could pose a significant risk to the health or safety of others in the Head Start program. Please check the appropriate box and complete the information below. Your patient will need to share this form with their employer.

Sincerely,  
Head Start Health Specialist

**Health Exam Results: Select One**

\_\_\_\_\_ I have examined the patient and to the best of my knowledge, on the basis of this basic exam, he/she does **not** have a communicable disease which could pose a significant health or safety risk to others in the Head Start program through casual contact.

\_\_\_\_\_ I have examined the patient and he/she **does** have a communicable disease which could pose a significant health or safety risk to others in the Head Start program through casual contact. However, I believe the following reasonable accommodations can be made to protect the health of others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ I have examined the patient and he/she **does** have a communicable disease which could pose a significant health or safety risk to others in the Head Start program through casual contact. Reasonable accommodations will not protect others, so I recommend:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Name (Print)

\_\_\_\_\_  
Provider Phone

**City of Phoenix Contracted Occupational Health Provider is responsible for returning this form to:**

**Human Resources Clerk II  
Human Services Department Administrative Section  
200 W. Washington, 18<sup>th</sup> Floor  
Phoenix Arizona, 85003  
Employee TB Screening Form - City of Phoenix Head Start**

RE: \_\_\_\_\_

Date of Birth \_\_\_\_\_

Dear Health Care Provider:

Head Start employees are required to have TB screening every three years, at minimum. For employees with a previous negative TB screening test, this includes repeating the TB screening using a TB screening test accepted by the Arizona Department of Health Services or Centers for Disease Control and Prevention. The Tine test is not an accepted screening method, because it is less reliable than the Mantoux test\*.

\*Reference: CDC Self-Study Module on Diagnosis of TB Infection and Disease.

<http://www.cdc.gov/tb/pubs/SSmodules/module3/ss3infection.htm>

Employees who have had a positive TB screening and appropriate evaluation do not need to have the x-ray repeated, unless you believe it is medically necessary.

Sincerely,  
Head Start Health Specialist

\_\_\_\_ The employee needs to be screened for TB.

\_\_\_\_ The employee had a positive skin test, and a negative chest x-ray performed on \_\_\_\_\_, but has indicated they have the following symptoms:

(Date)

\_\_\_\_ Cough lasting longer than three weeks

\_\_\_\_ Night sweats

\_\_\_\_ Coughing up blood

\_\_\_\_ Unexplained fever

\_\_\_\_ Unexplained weight loss

\_\_\_\_ Chest pain

---

Please check the appropriate boxes and complete the information below. Your patient will need this form to share with Head Start

---

**TB Screening Results – Select One:**

\_\_\_\_ The patient had a negative TB screening.

\_\_\_\_ The patient had a positive screening, but does not have infectious TB

\_\_\_\_ The patient has consulted me for the above symptoms, and I have examined them and believe they are free of infectious TB

\_\_\_\_ This patient has infectious TB

\_\_\_\_ This patient is (or believes she may be) pregnant and I recommend delaying the TB skin test until after delivery. My practice does not provide the QuantiFERON-TB Gold Test.

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Name (Print)

\_\_\_\_\_  
Provider Phone

**City of Phoenix Contracted Occupational Health Provider is responsible for returning this form to:**

**Human Resources Clerk II  
Human Services Department Administrative Section  
200 W. Washington, 18<sup>th</sup> Floor  
Phoenix Arizona, 85003**



City of Phoenix  
Work Restriction Form

APPENDIX 2

Name of Employee \_\_\_\_\_

Is the employee capable of returning to work in any capacity?

- No. Please stop here, sign, date, and return this form.
- Yes,  physical and or  cognitive and or  psychiatric impairments exist. Please complete and return this form.

**EMPLOYEE MAY:**

Return to <b>regular</b> work on _____ Date	Return to restricted work on _____ Date
--	--

Work \_\_\_\_\_ hours per day \_\_\_\_\_ hours per week  
Indicate any restrictions relating to start time or end time of shift \_\_\_\_\_

Drive on City business  Yes  No

Need for changing positions  None  Seldom  Occasionally  Frequently

<b>Stand</b>	_____	hours at one time	_____	total hours per day
<b>Sit</b>	_____	hours at one time	_____	total hours per day
<b>Walk</b>	_____	distance at one time	_____	total distance per day
<b>Type/Data Entry</b>	_____	hours at one time	_____	times per day
<b>File</b>	_____	hours at one time	_____	times per day
<b>Write</b>	_____	hours at one time	_____	times per day
<b>Use Phone/Radio</b>	_____	hours at one time	_____	times per day

		<b>Pounds/Frequency</b>				
		1-10	11-20	21-35	36-50	>50
<b>Lift/Carry</b>	Maximum weight	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Maximum times per day	_____	_____	_____	_____	_____
<b>Push/Pull</b>	Maximum weight	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Maximum times per day	_____	_____	_____	_____	_____

<b>Lift Height</b>	Maximum	<input type="checkbox"/> Waist	<input type="checkbox"/> Chest	<input type="checkbox"/> Shoulder	<input type="checkbox"/> Above Shoulder
	Minimum	<input type="checkbox"/> Floor	<input type="checkbox"/> Knee	<input type="checkbox"/> Waist	

<b>Bend</b>		<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Occasionally	<input type="checkbox"/> In moderation	<input type="checkbox"/> No bending
<b>Crouch</b>		<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Occasionally	<input type="checkbox"/> In moderation	<input type="checkbox"/> No crouching
<b>Kneel</b>		<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Occasionally	<input type="checkbox"/> In moderation	<input type="checkbox"/> No kneeling
<b>Squat</b>		<input type="checkbox"/> Unrestricted	<input type="checkbox"/> Occasionally	<input type="checkbox"/> In moderation	<input type="checkbox"/> No squatting

Comments (including any restrictions not indicated above relating to cognitive/psychiatric conditions):

Signature of Physician	Date
Printed Name of Physician	Phone No.