#### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

## OCCU-MED, LTD.

Pre-Employment Physicals and DOT DMV Medical Exams (RFP No. 2458)

THIS PROFESSIONAL	L CONSULTA	NT SERV	ICES A	GREEM!	ENT ("Agr	reement") is
made and entered into this	day of				("Effective	e Date"), by
and between the CITY OF R	IVERSIDE, a					
("City"), and OCCU-MED, LT	D., a Delaware	corporation	n authori	ized to do	business i	n California
("Consultant").						

- 1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Pre-Employment Physicals and DOT DMV Medical Exams (RFP No. 2458) ("Project").
- 2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2028, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional one (1)-year periods, upon mutual written consent of the parties.
- 3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Thousand Dollars (\$100,000.00) annually, for total Compensation not to exceed Three Hundred Thousand Dollars (\$300,000.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.
- 4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

<u>To City</u> <u>To Consultant</u>

Human Resources Department City of Riverside Attn: Maggie Tanner 3900 Main Street Riverside, CA 92522 Occu-Med, Ltd. Attn: Chris St. George 2121 West Bullard Avenue Fresno, CA 93711

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq.

of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at <a href="https://www.dir.ca.gov/dlsr/DPreWageDetermination.htm">www.dir.ca.gov/dlsr/DPreWageDetermination.htm</a> and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

- 6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.
- 7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.
- 8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.
- 9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.
- 10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## 11. **Indemnification**.

- 11.1 **Design Professional Defined**. For purposes of this Agreement, "Design Professional" includes the following:
  - A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
  - B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
  - C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
  - D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.
- agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.
- 11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

Defense Obligation For Other Than Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

### 12. Insurance.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

- 12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.
- 12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.
- 12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.
- 12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.
- 12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.
- 12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.
- 12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.
- 12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.
- 12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

- 13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.
- 14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.
- 15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.
- 16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
- 17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.
- 18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.
- 19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

- 20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.
- 21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.
- 22. **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.
- 23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.
- 24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.
- 25. **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

- 25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.
- 25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:
- 25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or
  - 25.2.2 City decides to abandon or postpone the Project.
- Offsets. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.
- 27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.
- Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.
- 29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.
- 30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

- 31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.
- 32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 33. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.
- 34. **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.
- 34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.
- 34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
- 34.3 In the event of a conflict between the body of this Agreement and Exhibit "A" Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services Exhibit "B" - Compensation Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation	OCCU-MED, LTD., a Delaware corporation authorized to do business in California
By:City Manager	By: Andrew Johnson Print Name: Andrew Johnson Title: President
Attest: City Clerk	and
Certified as to Availability of Funds:	By: Shuri Conlay Print Name: Sherri Conley Title: Controller
By: <u>Visible</u> Chief Financial Officer	
Approved as to Form:	
By: Jack Liu, ACA Jack Liu, ACA (Sep 4, 2025 14-43:17 PDT)  Senior Deputy City Attorney	

# EXHIBIT "A" SCOPE OF SERVICES

# Scope of Work – Industrial Medical Clinic

#### 1.0 BACKGROUND

The City of Riverside, (CA) Human Resources Department and Safety Division is seeking proposals from qualified firms specializing in occupational medical and urgent care providers, on an as-needed basis, to conduct; post conditional offer/pre-employment physical examinations, hazardous material and communicable disease workers examinations, annual exams for safety employees, respirator medical evaluations and respirator fit testing, and Department of Motor Vehicles (DMV)/Department of Transportation (DOT) medical examinations, job analyses, fitness for duty tests, and related occupational health services.

Human Resources is responsible for managing the City's occupational medical and any employee injury not reported as workers compensation. The City of Riverside is a full-service City, occupational categories include Public Safety (Police and Fire), Safety Sensitive (DOT and Non-DOT), and Sedentary positions. The City of Riverside employs approximately 3000 full and part-time employees to include temporary staff, using approximately 850 job classifications.

#### 2.0 OBJECTIVE

The City desires highly experienced occupational health providers with experience working with municipal government agencies, and who have an understanding of the unique requirements of public safety personnel. The City wishes to achieve the best market value while securing the best medical care for City applicants/employees who require pre-employment physical, or testing/screening. The objective of this RFP is to award the most qualified provider(s) which represent the best overall value to the City, while also meeting the specifications and requirements of this RFP and California Medical Provider Regulations.

### 3.0 SCOPE OF SERVICES

The City of Riverside seeks to utilize the best combination of options available to implement a legally defensible medical evaluation program to improve program efficiency and effectiveness. Additionally, the service provider must screen applicants/employees to properly evaluate the physical capabilities and work -related safety requirements of the job, as well as the essential job functions. The proposer must be familiar with requirements for public safety personnel (Police and Fire) required by California Commission on Peace Officer Standards and Training (POST).

The City anticipates approximately 300 - 500 pre-employment examinations annually. The City does not guarantee a minimum number of examinations per year. If the City of Riverside awards multiple contracts for these services, the exams will be split among providers by the City of Riverside, at its discretion.

The proposer must communicate with Human Resources personnel regarding applicants/employees' progress throughout the medical evaluation process as well as directly communicate with the applicant/employee throughout the process, regarding results and medical conditions. When necessary, obtain applicant/employee confidential medical information that is needed for clearance.

The proposer will review all medical evaluations on each patient in relation to the job description and provide the City with a recommendation. Additional testing may be requested by City of Riverside based on

the job classification or a recommendation by the physician. The medical professional may not conduct any additional tests without City of Riverside's prior approval.

Detailed job classifications can be found online at: <u>Class Specifications | Sorted by ClassTitle ascending | City of Riverside JOBS</u>

#### **4.0 REQUIRED MEDICAL SERVICES**

Required medical services are outlined below but are not limited to the following:

- Audiometry, Audiogram, Pulmonary Function Test (PFT) Chest X-Ray
- Basic Vitals
- Blood Chemistry Panel
- CBC, Differential, Platelets
- Chemistry Panel (including liver & renal function tests (AST, ALT, AlkPhos, GGTP, total and direct bilirubin, creatinine, BUN) glucose, electrolytes (NA, K, CI, CO2) total protein, albumin and calcium
- DOT/DMV Certification
- Drug Screen: 8 Panel NO MARIJUANA and 9 Panel
- Electrocardiographic (EKG)
- Exam Rooms
- Exam with Provider
- Exposure, Screening and Surveillance
- Flu Vaccinations
- General Physical Examination
- Hemoglobin and Hematocrit
- Hepatitis B Titer Vaccine (if indicated) and Verification Form
- JAMAR Hand strength
- Lab CBC, CMP
- Lift Test (25lbs 50lbs)
- Medical Examinations with Certificate
- Pulmonary Function Test
- Range of Motion –Physical Back Exam
- Respirator Medical Evaluation
- Resting 12-lead ECG
- Stress Test and Report Stress 12-lead ECG (if indicated)
- Titer for Hepatitis A
- Tuberculosis Skin Testing- Only if indicated (X-Ray if Needed)
- Urinalysis (urine dip, microscopic if indicated)
- Urine Heavy Metal Screen (qualitative, spot urine) (post-deployment only)
- Vaccine for MMR, Polio, Varicella, or Tetanus/Diphtheria (as needed)
- Vision Test Titmus Near, Far, Peripheral & Farnsworth Exam (Color), Snellen
- X-Ray Capabilities Chest 2 v and L/S 5 v

#### **5.0 OTHER SERVICES**

- Substance Abuse Testing (to include post-accident and reasonable suspicion testing)
  - The Proposer may need to perform post-accident drug and alcohol testing and non- DOT physicals and drug and alcohol testing.
  - Additional testing may be required upon request from various City of Riverside Departments.
    - The testing may be conducted on- sight (field locations) as requested by the City of Riverside. Additional testing may be required upon request from various City of Riverside departments.
    - The proposer shall collect urine samples (by certified staff) in accordance with Non-DOT and/or DOT standards, and/or City of Riverside policy and protocol, for pre-employment and random drug tests as required. Testing can take place on-sight or at the office location specified by the City of Riverside.
  - The proposer shall perform breath alcohol tests (by a certified breath alcohol staff) in accordance with DOT and/or City of Riverside policy and protocol for random testing. Testing can take place on-sight at the field locations specified by the City of Riverside.
    - The proposer shall provide evidence of staff certification training and evidence of machine calibration as part of the proposal.
    - The proposer must have the ability to collect urine samples and conduct breath alcohol tests in response to critical time frames for post- accident and reasonable suspicion testing situations.
    - The proposer shall indicate ability to perform the required services on a twenty- four (24) hour basis.

#### **6.0 REQUIREMENTS**

- 1. The proposer is responsible for understanding and complying with all requirements of the RFP. The proposer shall ensure all subcontractors understand and comply with all requirements of the RFP.
- 2. Increases or decreases to fees covered by the above statutes shall occur during the contract period only when the State provides an increase or decrease in fee(s) or when non-fee scheduled services are prenegotiated and approved by the City.
- 3. The proposed service shall, at a minimum, meet the requirements of the Code of Federal Regulations, Cal/OSHA, Department of Transportation (FTA and FMCSA), and National Institute for Occupational Safety and Health.
- 4. The proposer shall submit their medical records retention and confidentiality policies and procedures with proposal. All policies and procedures must conform to all applicable laws, rules, and regulations.
- 5. The proposer shall provide their best pricing offer for each service.

### 7.0 CORE REQUIREMENTS

- 1. The proposer shall agree to abide by all modifications that may occur to all applicable laws, rules, and regulations during the contract period.
- 2. The City reserves the right to award only one, or multiple contracts as best suits the needs of the City.

- 3. The proposer, and all subcontractors, shall provide medical treatment during standard business days Monday through Friday, 8am to 5pm, to include evenings and weekend hours. Extended hours are desirable based on the needs of the City of Riverside. If medical treatment is needed after hours or on official City Holidays, the proposer shall make arrangements for the provision of medical treatment equal or superior to the proposers.
- 4. The proposer shall explain the methodology of providing the treatment in their proposal. The proposer shall provide City employees full service at the proposer's occupational medicine clinics on a walk-in, no appointment required basis. For previously scheduled appointments, in the case where a wait of 30 minutes or longer to see a physician for a medical appointment is anticipated, the proposer shall promptly offer City employees the opportunity to reschedule their appointment time.
- 5. The proposer shall agree to provide, when requested by the City, the written guidelines, or protocols for those medical tasks the PA is allowed to perform, and the name of the physician assigned to supervise the job performance of a given PA. Upon request, the proposer shall provide a California Physician Assistant license for each PA that will provide medical care to City Applicants/Employees.
- 6. The proposer shall provide, at no additional cost to the City, the ability to electronically access information.
- 7. The proposer shall agree to develop data reporting criteria, in coordination with the City, for information relating to industrial medical services provided by the proposer. The mutually developed reporting criteria shall be provided to the City on a quarterly basis. When requested, the proposer agrees to meet quarterly with Human Resources staff if necessary.
- 8. The proposer shall establish a mutual agreement to identify, monitor, and resolve complaints made by City and or the applicants/employees, in full compliance with all confidentiality requirements and legal constraints.
- 9. The proposer shall not charge a "no show" fee for routine occupational medicine visits. Specialty medical appointments are excluded from this requirement.

#### 8.0 PRE-EMPLOYMENT MEDICAL EXAMINATION

Pre-Employment Medical Examinations may be requested only by the representatives of the City of Riverside - Human Resources Department. The medical professional must be either a U.S. licensed Doctor of Medicine (M.D.), licensed physician assistant (P.A.), or advanced practice nurse who is clinically competent to perform the medical examination in a professional manner.

The City of Riverside requires Pre-employment Physicals and/or Drug Tests for all full-time positions, part-time positions, temporary, and seasonal positions.

The proposer will be required to make a justifiable recommendation as to the ability of the patient, as applicable, to perform the physical duties required for the position, and assess current medical status relative to possible future problems. The ideal medical facility/group must be willing to respond to inquiries from the patient as well as from the City of Riverside concerning any tests performed.

The proposer must have all patients complete a medical history form, including review of past injuries,

illnesses, and disabling claims; especially related to musculoskeletal conditions, back and Repetitive Motion Injuries (RMIs) which are directly related to the applicant's job tasks.

The proposer must provide pre-employment medical examinations, consisting of the following:

- 1. Review Job Description from the City of Riverside.
- 2. Require applicant completion of Audio and Medical History Questionnaire.
- 3. Conduct Physician's Examination based on the requirements of the DOT/CA DMV "Medical Examination Report", which incorporates FMCSA regulations, and certify that the applicant has no physical, mental, or organic defect of a nature as to affect the person's ability to safely operate a commercial motor vehicle.
- 4. Perform Sight Screenings of near, far, depth, color, and peripheral vision.
- 5. Conduct Audiometric Testing with an OSHA-approved sound booth.
- 6. Provide Physician's Summary, including comments, medical recommendation and conclusions related to applicant job placement, requirements and final authorization signature and will include one of the following recommendations:
  - Replacement without restrictions
  - Accommodations
  - Placement restrictions
  - Further evaluation prior to final decision
  - Applicant disqualification
- 7. Any medical conditions that require follow-up with applicant's personal physician must be reported to the applicant immediately, in writing, detailing what specifically is required by the personal physician. The proposer must immediately notify the appropriate Human Resources Department personnel of the required applicant follow-up with personal physician.
- 8. The proposer must provide the DOT/DMV Medical Examination Report and/or Medical Examiner's Certificate to the City of Riverside Human Resources Department within 2 days of the completion date of the examination.
- 9. Results are required to be disseminated in accordance with the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule.

## 9.0 DEPARTMENT OF MOTOR VEHICLE MEDICAL EXAMINATION/CERTIFICATION

The proposer must provide medical examination services to City of Riverside employees in accordance with the DMV requirements and regulations. In the interest of public safety, the medical professional examiner is required to certify that the employee does not have any physical, mental, or organic defect of such a nature as to affect that person's ability to safely operate a commercial motor vehicle.

The medical professional must be either a U.S. licensed Doctor of Medicine (M.D.), licensed physician assistant (P.A.), or advanced practice nurse who is clinically competent to perform the medical examination in a professional manner.

The proposer must give the DMV Medical Examination Report and Medical Examiner's Certificate to the employee upon completion of examination, if the proposer determines that the employee has successfully passed the certification examination. Any medical conditions that require follow-up must be reported to the appropriate City of Riverside Human Resources Department representative and the employee immediately, in writing.

The proposer must immediately notify the City of Riverside Human Resources Department if the proposer determines that the employee has any disqualifying condition. Results are required to be disseminated in accordance with the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rule.

#### **10.0 RESULTS & NOTIFICATION**

Consultant must provide Human Resources with the final "Medical Evaluation Report" 3 – 5 business days after service is rendered via email to Human Resources Specialist

The "Medical Examination Report" for Sworn Police/Fire form (POST 2-252 and 2-253) or Public Safety Dispatch form (POST 2- 264 and 2-265) must be completed for applicants being evaluated for these positions, to include TB Skin Test Authorization, Audiogram, Drug Screening, Chest X-Ray, Spine X-Ray, and a Cardiology Exam - Stress Test. Must be approved by a doctor per POST regulation.

Notification to the City of Riverside of test results, including any laboratory work, shall be required in an expeditious manner and shall not exceed five 5-7 days after test was conducted. Results shall be sent to Human Resources via email and if any issues arise the designated Human Resources staff should be contacted at (951) 826-2392.

Authorization for any additional treatment other than what was listed on the authorization form will require Human Resources approval. Example: If the individual has a reaction to an injection or has had a previous positive reaction, a chest x-ray will be required, this will require an additional approval.

#### **Employer Notification:**

The City of Riverside will designate a representative to receive notifications of the following results:

- Pre-placement Evaluation Clearance = 5 − 7 Days
- Fitness for Duty = 5 7 Days
- Drug Screening = 5 7 Days
- Medical Evaluations = 5 − 7 Days
- Medical Evaluation for Safety Personnel = 5 − 7 Days
- Safety Medical Evaluation = 7 − 14 Days
- Respirator Clearance Evaluations = 5 − 7 Days
  - O The proposer will provide the City of Riverside an Evaluation Report
- Surveillance Evaluations = 5 7 Days
  - The proposer will provide the City of Riverside a Hazardous Waste Worker and Emergency Response Worker Evaluation Reports

## Applicant/Employee Notification:

The ideal medical facility/group will send an email notification to the respective qualified applicant or employee if a follow up with their personal physician is needed.

#### 11.0 MEDICAL INVOICING

Billings should be separated by department/division and must be to the appropriate contact:

Pre-Employment - City of Riverside - Human Resources Department

3900 Main Street Riverside, CA 92522

Attn: Colene Torres – Deputy HR Director – <u>Ctorres@RiversideCA.gov</u> CC: Shannon Crowe – Senior HR Analyst – <u>Scrowe@RiversideCA.gov</u>

Fire Physicals- Jennifer Lazor — Administrative Assistant — JlaZor@RiversideCA.gov Transportation- David Richardson — Senior Management Analyst — Drichardson@RiversideCA.gov

At the end of the monthly billing cycle, the itemized invoices must be sent to the Human Resources Department and sorted based on services rendered.

Each itemized invoice must include:

- 1. City of Riverside Human Resources Department applicant or employee's name.
- 2. Date of authorized medical service with applicant or employee.
- 3. Medical service(s) provided to applicant or employee.
- 4. Invoices must be listed by the type of service and then in chronological order by date of service. In addition, invoices must be billed based on account number for each City department, itemized for each applicant/employee, identifying the services that were performed and must identify only one flat rate total for service performed.
- 5. For certain job classifications, the DOT/DMV examination and certification are part of the preemployment exam. The price proposed for such an exam must include all charges for the exam and completion of the DMV form. No additional charge may be imposed for completion of the DMV form as part of a pre-employment examination.
- 6. In addition, no additional charge may be imposed for preparation of invoices. All administrative costs are included in the examination fee.
- 7. If optional Hepatitis B inoculations are performed, the consultant must indicate on the itemized invoice when the first shot was given and when additional shots must be received.

#### **12.0 SCHEDULING OF SERVICES**

During the term of the contract, the proposer must:

- 1. Schedule appointments for medical examinations within 2 working days of the City of Riverside request.
- 2. Qualified applicants and/or employees scheduled for appointments will present a photo identification and complete the appropriate paperwork. The ideal medical facility/group will confirm the identity of the qualified applicant and/or employee with the information the City of Riverside provides.
- 3. The proposer will designate a contact person for the Human Resources Department to coordinate the requested medical services, confirm dates and times, when necessary, number of employees, and location(s).

## **13.0 OTHER REQUIREMENTS**

- 1. Administer the physical examination in full compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations.
- 2. Maintain medical records for examinations for a minimum of five years. No additional charge may be applied for maintaining medical records.
- 3. Confer as necessary with City of Riverside Human Resources and Legal and Risk Management Department in the event of legal proceedings to ensure that all records, documents, and evidence will be made available as necessary. Such litigation coordination and support services are subject to a separate hourly billing rate.
- 4. Assist City of Riverside Human Resources Department in developing job-related medical and physical standards for new and revised job descriptions on an ongoing basis.
- 5. All services must take place at the medical facility; mobile services are acceptable as long as the City of Riverside Human Resources Department and the proposer have agreed to an on-site arrangement.
- 6. To comply with the Occupational Safety and Health Administration's requirement to provide emergency medical services that are reasonably accessible and proximity to the workplace, the location of the facility must be within 10-miles of the city limits. The City may attract candidates from other regions and throughout the country; therefore the ability to test candidates or provide alternative mechanisms for testing in other locations is highly desired.
- 7. The names of all subcontractors together with a description and anticipated percentage of the work being subcontracted is to be provided. They offer or assume full liability for the performance of all subcontractors.

### **14.0 DOCUMENTATION AND REPORTS**

- 1. The proposer shall accurately maintain, store, and retrieve applicant/employee medical records during the period of this contract in accordance with all applicable laws and regulations. All documentation and reports shall be as required by law.
- 2. The proposer shall provide a California License for each Physician Assistant and Physician who will provide medical care to City Applicants/Employees.

3. The proposer shall agree to provide, when requested by the City, the written guidelines, or protocols for the medical tasks the Physician Assistant is allowed to perform, and the name of the physician assigned to supervise the job performance of the Physician Assistant.

#### **15.0 REFERENCES**

- 1. Past performance will be verified by references demonstrating the Proposer's quality of the product or service, timeliness of performance, cost control, business practices, customer satisfaction and past performance of key personnel. References should demonstrate work of comparable size and complexity. References alternately may be used in determining responsibility of the proposer.
- 2. Proposer must supply three (3) references for Industrial Medicine and three (3) references for Safety and Preventive services.

#### LIST OF QUESTIONS:

When a city is considering signing a contract with an industrial medical clinic, they would want to ensure that the clinic meets their needs for employee healthcare, workplace safety, and compliance. Here are some important questions the city might ask:

#### **General Information & Capabilities**

- 1. What specific services do you perform in house and which services are contracted to a third-party?
- 2. Do you have experience working with government entities or municipalities?
- 3. What are your hours of operation? Are you available for emergency situations or after-hours care?
- 4. Can you provide onsite services for large workgroups or specific city departments?
- 5. What are your qualifications and certifications (e.g., OSHA, DOT, etc.)?
- 6. How many years of experience does the medical physician possess, under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services?

#### **Compliance & Regulations**

- 7. How do you ensure compliance with OSHA regulations and other local, state, or federal workplace health requirements?
- 8. What measures do you take to maintain patient confidentiality and ensure HIPAA compliance?
- 9. How do you stay updated on changes in workplace safety and health regulations?

#### **Health & Safety**

- 10.Do you provide drug testing and alcohol screening services, and how do you handle positive test results?
- 11. How do you handle workplace injuries or accidents, and what protocols do you follow for reporting and treating them?
- 12. How would you handle a pre-employment physical where a patient has a chronic condition that may affect work performance (e.g., back pain, diabetes, etc.)?

#### **Costs & Billing**

- 13.Can you provide a detailed breakdown of your pricing for various services?
- 14. Are there any additional hidden fees or costs for emergency care, after-hours services, or specialty services?

#### **Communication & Reporting**

15. How do you handle communication with the city's HR department or safety officers regarding employee health status or incidents?

- 16.Do you provide detailed medical reports or summaries for workplace incidents, and how are these handled?
- 17. Can your clinic provide ongoing reporting or analytics related to workplace health trends?

## **Emergency and Aftercare Services**

- 18. What is your protocol for responding to emergencies or catastrophic injuries on site?
- 19. How do you manage follow-up care for workers who've had an injury or illness that required initial treatment?
- 20.Do you provide workers' compensation services, and what is your process for handling claims?

## **Technology & Accessibility**

- 21.Do you use electronic health records (EHR), and can these be integrated with the city's HR or insurance systems?
- 22.Is there a digital platform or portal for employees to schedule appointments or access medical records?
- 23. What language options or accessibility measures are available to ensure all workers can access care?

# EXHIBIT "B" COMPENSATION

## Price Sheet - Central Occupational Medicine Partners (COMP) Riverside

Item Num	Item Description	Unit of Measure	Quantity	Unit Price
1	5-Panel DOT Drug Screen	EA	1	\$ 41.00
2	5-Panel Non-DOT Drug Screen	EA	1	\$ 41.00
3	Abo/Rh Blood Typing	EA EA	1	\$ 26.00
4 5	Arsenic Exposure Profile  Audiometry, Audiogram, Pulmonary Function Test (PFT) Chest X-Ray	EA	1	\$ 36,00 \$ 183,40
6	Basic Vitals	EA	1	Incl. in Physical
7	Blood Chemistry Panel	EA	1	\$ 30.00
8	Blood Glucose	EA	1	\$ 25.00
9	Cardiovascular - Inspection, auscultation, percussion and palpation.	EA	1	Incl. in Physical
10	CBC, Differential, Platelets	EA	1	\$ 30.00
11	Chemistry Panel (including liver & renal function tests (AST, ALT, AlkPhos, GGTP, total and direct bilirubin, creatinine, BUN) glucose, electrolytes (NA, K, Cl, CO2) total protein, albumin and calcium	EA	1	\$ 35.00
12	Chest X-Ray (PA and LAT)  Chest X-Ray (PA)	EA EA	1	\$ 102,20 \$ 78.40
14	Complete Blood Count	EA	1	\$ 30.00
15	Dipstick UA and Range of Motion)	EA	1	Incl. in Physical
16	DOT/DMV Certification	EA	1	\$ 144,20
17	Drug Screen Collection	EA	1	\$ 35.00
18	Drug Screen: - 8 Panel NO MARIJUANA and 9 Panel	EA	1	\$ 41.00
19	Electrocardiographic (EKG)	EA	1	\$ 53,20
20	Exam Nooms  Exam with Provider	EA EA	1	No Charge \$ 133.00
22	Exposure, Screening and Surveillance	EA	1	\$ 168,00
23	Flu Vaccinations	EA	1	\$ 50.40
24	Gastrointestinal - Inspection, auscultation, percussion and palpation.	EA	1	Incl. in Physical
25	General Physical (including Gross Hearing)	EA	1	\$ 133,00
26	Genitourinary - Hernia exam (Also, see cancer screening).	EA	1	Incl. in Physical
27	Heavy Metals Panel, Urine	EA	1	\$ 72.00
28	Hemoglobin and Hematocrit Hepatitis A Titer	EA EA	1	\$ 25.00 \$ 32.00
30	Hepatitis B Titer	EA	1	\$ 25.00
31	Hepatitis B&C Virus Screening	EA	1	\$ 93.00
32	HRR Vision	EA	1	\$ 47,60
33	Immediate Substance Abuse Testing	EA	1	\$ 250.00
34	Ishihara Vision	EA	1	\$ 35.00
35	Jamar Grip Strength	EA	1	\$ 21,00
36 37	Leb – CBC, CMP Lead Standard Profile, Blood	EA EA	1	\$ 60.00 \$ 33.00
38	Lift Test (25lbs – 100lbs)	EA	1	\$ 100.00
39	Lipid Panel	EA	1	\$ 30.00
40	Lymph Nodes - The examination of organ systems must be supplemented with an evaluation of tymph nodes in the cervical, auxiliary, and inguinal recions,	EA	1	Incl. in Physical
41	Marijuana (THC) Oral Fluid Drug Screen	EA	1	\$ 94.00
42	Medical Examinations with Certificate	EA	1	\$ 133.00
43	Mercury Urine or Mercury Blood	EA	1	\$ 36.00
44	Musculoskeletal - Includes an overall assessment of range of motion (ROM) of all joints. Additionally, observation of the personnel performing certain standard office exercises or functions is helpful in assessing joint mobility and function.	EA	1	Incl. in Physical
45	Neurological - The neurologic exam for uniformed personnel must include a general mental status evaluation and general assessment of the major cranial/peripheral nerves (motor, sensory, reflexes).	EA	1	Incl. in Physical
46	OSHA Respirator Questionnaire Admin/Review	EA	1	\$ 40,00
47	Plasma Cholinesterase	EA	1	\$ 55.00
48	PPD (TB) Test	EA	1	\$ 56.00
49	Prostate Specific Antigen	EA	1	\$ 25.00
50 51	Pulmonary Function Test  QuantiFERON	EA EA	1	\$ 60.20 \$ 113.40
52	Range of MotionPhysical Back Exam	EA	1	Incl. in Physical
53	RBC Cholinesterase	EA	1	\$ 55,00
54	Respirator Medical Evaluation	EA	1	\$ 133,00
55	Resting 12-lead ECG	EA	1	\$ 53.20
56	Resting EKG	EA	1	\$ 53.20
57	Review Fee	EA	1	\$ 60.00
58 59	Scheduling Fee (charged once per exam)  Stress Test and Report Stress 12-lead ECG (if indicated)	EA EA	1	\$ 40.00 \$ 295.00
60	Titer for Hepatitis A	EA	1	\$ 32,00
61	Titmus Vision	EA	1	\$ 35.00
62	Treadmill Stress Test	EA	1	\$ 295.00
63	Tuberculosis Skin Testing- Only if indicated (X-Ray if Needed)	EA	1	\$ 56.00
64	Urinalysis (urine dip, microscopic if indicated)	EA	1	Incl. in Physical
65	Urinalysis Collection	EA	1	N/A
66	Urinalysis Gross & Microscopic	EA EA	1	\$ 15.00 \$ 72.00
68	Urine Heavy Metal Screen (qualitative, spot urine) (post-deployment only)  Vaccine for MMR, Polio, Varicella, or Tetanus/Diphtheria (as needed)	EA EA	1	\$ 72.00 \$ 592.08
69	Vital Signs - Head, Neck, Eyes, Ears, Nose, and Throat	EA	1	Incl. in Physical
70	Venipuncture	EA	1	\$ 50.40
71	Vision Test - Titmus - Near, Far, Peripheral & Farnsworth Exam (Color), Snellen	EA	1	\$ 35.00
72	X-Ray Capabilities - Chest 2 v and L/S 5 v	EA	1	\$ 229.60

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71	Vision Test - Titmus - Near, Far, Peripheral & Farnsworth Exam (Color), Snellen	EA	1	\$ 35.00
72	X-Ray Capabilities - Chest 2 v and L/S 5 v	EA	1	\$ 229.60

# EXHIBIT "C" KEY PERSONNEL

#### C. Company Information

Company's Official Business Name: Occu-Med Ltd.

Company's DBA: Occu-Med

Occu-Med is a Delaware Corporation, licensed in California. Federal Tax ID: #522333519

California Secretary of State: #2472806.

Company's Official Address: 2121 West Bullard Avenue, Fresno, CA 93711. Hours of operation are

6:00am-6:00pm Monday-Friday.

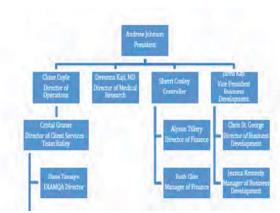
Occu-Med was founded in 1979, we maintain a staff of approximately 80 employees at four regional offices throughout the United States. In addition to our corporate office in Fresno, CA, we have offices in Denver, CO, Fort Worth, TX Greenville, SC, & Washington D.C.

## **D.** Company Personnel

Organization Chart – Partial

Occu-Med's team based staffing model is designed around our clients by utilizing cross-functional teams. Each team has a dedicated Team Director, Team Manager and support staff. This model allows for a high degree of specialization within each team in support of the accounts for which each team is responsible. If we are fortunate enough to continue to be selected as a vendor for the City's work Occu-Med will continue to assign Team Bailey to the City's Account. A partial organizational chart is listed below:

	Direct Ext.			
Cristal Granse	cgranse@occu-med.com	148	Account Manager	
Peter Martinez	peter.martinez@occu-med.com	110	EXAMQA	
Taylor Haga	taylor.haga@occu-med.com	133	EXAMQA	
Marianna Hernandez	marianna.hernandez@occu-med.com	168	Provider Relations	
Angela Coleman	angela.coleman@occu-med.com	195	EXAMQA	
Maya Madsen	maya.madsen@occu-med.com	164	Scheduling	
Joseph Rogers	joseph.rogers@occu-med.com	174	Scheduling	
Kendra Yaeger	kendra.yaeger@occu-med.com	167	Scheduling	
Brittaney Cozad	brittaney.cozad@occu-med.com	182	Scheduling	
Rosaline "Rose" Midiere	rose.midiere@occu-med.com	138	Scheduling	
P: 1.877.Occumed	1 1 K - 10 M - 1 M - 1 M			



Cristal Granse - Account Manager and Director of Team Bailey
Ms. Granse has been with Occu-Med for over 10 years. She initially began her journey with us as an
EXAMQA Analyst, but has since progressed into a role as the Director for Team Bailey. Her focus is to
be an advocate for our clients and their needs, large or small.

Organize and manage the team's daily workflow:

- Prioritize work to be done and individual team member assignments
- Proofread Medical Examination Summary Reports
- Approve/deny PTO requests of team members and ensure availability of Utility Staff coverage prior to approving (and/or taking) PTO.

Perform evaluations of team members in accordance with the Occu-Med Training and Management Strategy:

 Work with Quality Department to ensure team members receive regular training until fully trained.

Ensure work performed is in accordance with client expectations and commitments made by Occu-Med:

- Manage Client Protocols for clients assigned to his or her team by creating new protocols and updating existing ones as needed
- Ensure that Occu-Med services for clients assigned to his or her team meet or exceed client expectations
- Investigate cases identified by the Quality Department as failing to meet client and/or Occu-Med expectations.

Christopher St. George - Project/Contracts Manager

Christopher St. George. Mr. St. George has more than 20 years-experience managing compulsory occupational health evaluations and conducting job analysis. Among his many accomplishments from 2019-2024, Mr. St. George has been the Project Manager for CDOT on a continuous basis since Occu-Med's initial award in 2014. Prior to this Mr. St. George was the Project Manager responsible for Occu-Med's portion of the United States Army Kuwait Base Operations Support Services contract for which over 2,000 Department of Defense medical evaluations were performed in a three (3) month period. (The largest turnkey government contract transition in US DoD history). Additionally, from 2015-2018 on an as needed basis Mr. St. George worked as a full time onsite consultant for one of Occu-Med's Fortune 500 clients in Colorado Springs.

Mr. Chris St. George is responsible for the continuity of Occu-Med's services on a global scale; creating relationships with both United States based and overseas clients, strategic partners and staff; allowing Occu-Med's Program to be delivered wherever our client-employers need us. Despite the typical hardships that arise from a global footprint, the projects Mr. St. George directs consistently receive ranks from his clients of "Industry-Best", "Exceptional" "Excellent" and "the Clear Choice" in past performances ratings in multiple areas of service.

Mr. St. George values diligent work and trust as the keys to sustaining a productive relationship, And, when necessary, by working inside clients' overseas operations Mr. St. George is able to ensure each project is continuously prepared to obtain a quality-driven Occupational Health Program. Ongoing collaboration with Occu-Med's clients allows him to deliver a "One Stop Shop" Occupational Health Program no matter what the scale of the project; from basic services such as a substance of abuse screening program, to multi-country pre-placement/pre-deployment and compliance-based periodic medical evaluations.

Mr. St. George joined Occu-Med in 2004. He is a graduate of the Craig School of Business at Fresno State University earning his Bachelor of Science Degree in Business Administration; he also holds multiple education certifications in compliance and management.

William "Bill" Vogeler; M.B.A - Job Analysis

Bill Vogeler joined Occu-Med in 2003 and has been involved with nearly every aspect of the Occu-Med Program from marketing to training to implementation, focusing on the Company's continuing unprecedented growth. His current assignment has him working with our Client Services Department on many levels with our national and international business partners.

Bill's business career began in New York City marketing custom-computer programs for leading Wall Street brokers and banking firms. In the 1980's, Bill pursued publishing and distribution opportunities in Hawai'i and Chicago. During his years in Chicago, Mr. Vogeler was involved with the successful launch and continued operation of a widely read Chicago Restaurant Publication. Upon returning to Hawai'i, the world's largest winery, E & J Gallo, famous for its retail presence, hired him to develop the fledgling Hotel-Restaurant Division for the entire State. The winery's resort business remains strong to this day. Finally, Mr. Vogeler served as Vice President and General Sales Manager for one of Hawaii's "Top 250" Corporations, Better Brands, LLC. He was charged with overseeing the marketing and distribution of more than 2500 product lines. Mr. Vogeler holds the degree of Bachelor of Science in Business Administration from Georgetown University and an MBA in Marketing from American University in Washington D.C.

Devonna M. Kaji M.D. - Occu-Med's Medical Director

Dr. Kaji graduated Magna Cum Laude from the University of California, Berkeley and the University of Hawaii, John A. Burns School of Medicine. She received her surgery training at the University of Southern California (USC) and is a Board Certified Urologist. She has served as Professor of Urology and Assistant Chief of the Department of Urology at the Children's Hospital of Los Angeles, the University of Southern California and the University of Colorado. Dr. Kaji has served on Occu-Med's Board of Directors and managed its Medical Advisory Board for more than 30 years, and she has been the Company's Medical Director for more than 20 years. She has participated in all of the Company's medical research, having met with the medical specialists and sub-specialists representing 12 separate body systems who initially formulated Occu-Med's Compendium of Medical Standards (now termed Medical Guidelines). She has continued to supervise and participate in every medical research meeting addressing the continued effectiveness and appropriateness of this Compendium. Dr. Kaji supervises all medical specialists to Occu-Med. Further, as Medical Director, Dr. Kaji oversees all medical aspects of the Company's  $QA^2$  Program.

James A. Johnson J.D. - Occu-Med's CEO and Legal Research Executive

Mr. Johnson founded Occu-Med in 1979 with an initial focus on research and consulting. As interest in the Company's proprietary research grew, Mr. Johnson expanded operations to include occupational medicine clinic management (including Occu-Med's own clinics), workers' compensation cost containment, vocational rehabilitation counseling (with a department of 9 counselors), franchise operations, and an international network of medical providers committed to providing timely, professional and cost-effective medical examinations for our clients. Under Mr. Johnson's guidance, Occu-Med has been the vanguard of medical standards / guidelines research and risk management programs designed around such research.

Mr. Johnson is responsible for the development of  $QA^2$ , the Company's program to manage a client's entire medical evaluation activity, including Occu-Med's state of the art quality assurance program, EXAMQA. He has also guided the Company's national expansion for 38 years.

Prior to founding Occu-Med, Mr. Johnson was a private consultant directing several major civil rights consulting projects. Mr. Johnson was a Legal Analyst and an Affirmative Action Advisor with the County Supervisors' Association of California and a Legislative Analyst with the State of Hawaii's Commission on the Handicapped.

Mr. Johnson is a graduate of The Ohio State University and the University of the Pacific's McGeorge School of Law.

Additional CV's included as Exhibit 5.

## **Key Subcontractors**

Primary Medical Providers:

Central Occupational Medicine Providers 4300 Central Ave. Riverside, CA 92506 Monday-Friday 8:30am-5:30pm (Secondary locations: Ontario, & San Bernardino) Riverside Cardiology Associates 4500 Brockton Avenue, Suite 203 Riverside, CA 92501 Monday-Friday 8:30-5:00pm (Specialty Cardiac Testing)

**Secondary Providers:** 

Statewide Fee Schedule Enclosed Effective at any Occu-Med Network Clinic (100+) not listed above

#### E. Experience and References

Our experience, gained over almost four decades, has shown that Occu-Med's service is uniquely capable of achieving a significant reduction in the number of employees injured on the jobs of our clients. Our commitment is the provision of our service in as conscientious, diligent, professional, non-discriminatory, timely, consistent and cost-effective a manner as possible to achieve the greatest possible value for our clients.

Founded in 1979, Occu-Med specializes in Job Analysis, Pre-Placement/Periodic Occupational Health Evaluations, including a full battery of associated testing. Return-To-Work Evaluations, Fitness-For-Duty Evaluations, Independent Medical Evaluations, HAZMAT Exams, OSHA Respirator Evaluations and Exams, OSHA Hearing Conservation Medical Exams, Robust Drug Screen Services, including Pre-Placement, Random, DOT compliant with 49 CFR Part 40 and non-DOT. Pre and Post Deployment Medical Exams (civilian contractors), Family Medical Leave Act (FMLA) and National Fire Protection Association Medical (NFPA 1582) and POST medical exams.

Since being founded Occu-Med's primary mission has been to reduce occupational injuries. Beginning in 1976, Occu-Med's founder, James Johnson J.D., directed a two-million dollar United States Civil Service Commission grant "to develop and implement an improved system of physical and medical standards and