

CITY COUNCIL REPORT



Meeting Date:

General Plan Element:

Risk Management Loss Prevention and Loss Control

General Plan Goal:

Acquisition of Medical Services not related to Employee Benefits.

ACTION

Occupational Medical Treatment and Employment-Related Medical Testing. Adopt Resolution No. 9871 authorizing an amendment and modification to Contract No. 2009-143-COS-A1 allowing a modified contract with Scottsdale Healthcare Corporate Health to be extended from September 21, 2014 to January 31, 2015. The extension of the contract, as modified, will allow Scottsdale Healthcare Corporate Health to provide non-emergency medical treatment for work-related injuries (workers' compensation) and limited employment-related medical testing. Authorizing the extension will allow the City to continue its non-emergency medical care services for work-related injuries and certain critical employment-related medical testing while staff completes the procurement process presently underway.

BACKGROUND

Federal and state statutes require employers to provide medical care for work-related injuries and job specific medical evaluation testing to protect employees' health and safety.

In order to provide the necessary and required medical care, the City established a contract with a medical provider, Scottsdale Healthcare Corporate Health, to provide centralized non-emergency medical services. This the medical provider has also been performing certain mandated physical examinations for work-related functions such as Commercial Driver's License (CDL), OSHA required Respirator Physicals, and OSHA required Hearing Tests, and would be continuing to perform those, if the proposed modified contract is extended. The proposed modified contract with Scottsdale Healthcare Corporate Health, if approved and extended, would not include the general fit-for-duty physical examinations for sworn Police or Fire personnel, which will be addressed separately.

ANALYSIS & ASSESSMENT

Recent Staff Action

Staff has surveyed the departments' medical testing requirements and re-designed the OSHA Hearing Conservation Plan. The Scope of Work for the procurement process has been drafted; however the current contract expiration of September 21, 2014, will not allow sufficient time to complete the procurement process.

Policy Implications

None

Significant Issues to be addressed

None

Community Involvement

None

RESOURCE IMPACTS

Available funding

Funding of the contract for workers' compensation claims are funded through insurance allocations to each Department cost center within the Self Insurance Fund. The employment-related physicals are funded by the requesting Department's cost center.

Staffing, Workload Impact

There are multiple programs served by this contract. Risk Management 's uses are for the maintenance of licensing requirements for our Commercial Licensed Drivers, evaluations for our hearing conservation program, prompt and professional medical treatment of work related injuries including work restriction notifications for transitional or full duty work assignments following a work related injury. The Water and Facilities Departments use the contract to comply with the OSHA respirator standards for confined space entry and the OSHA asbestos standard.

Maintenance Requirements

None

Future Budget Implications

Effective occupational medical treatment decreases days away from work, lost productivity, and less overtime for mission-critical positions; while providing the best available pricing.

Cost Recovery Options

A small percentage of the workers' compensation medical costs are recoverable through collection efforts from an outside party that may have contributed to the cause of the injury.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Extend Professional Services Contract 2009-143-COS-A1 with Scottsdale Healthcare until January 31, 2015 so that the City may to continue its non-emergency medical care services for work-related injuries and employment-related medical testing while staff completes the procurement process.

Proposed Next Steps

Continue to work with the Purchasing Department on soliciting bids and evaluation of proposals.

RESPONSIBLE DEPARTMENT(S)

Human Resources

Public Safety

Public Works

Risk Management

STAFF CONTACTS (S)

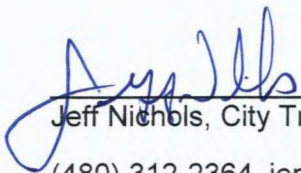
Katherine Callaway

Risk Management Director

480.312.7841

APPROVED BY

 8.26.14
Katherine Callaway, Risk Management Director Date
(480) 312-7841, kcallaway@scottsdaleaz.gov

 8/26/14
Jeff Nichols, City Treasurer Date
(480) 312-2364, jenichols@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 9871
2. Contract No. 2009-143-COS / 09RP 303
3. Contract Revision
4. Contract Change Order #1
3. Contract Modification

RESOLUTION NO. 9871

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN AMENDMENT AND MODIFICATION, CONTRACT NO. 2009-143-COS-A1, TO CONTRACT NO. 2009-143-COS WITH SCOTTSDALE HEALTHCARE CORPORATE HEALTH FOR WORK-RELATED INJURY NON-EMERGENCY MEDICAL TREATMENT SERVICES AND EMPLOYMENT-RELATED MEDICAL TESTING TO EXTEND THE CONTRACT TERM FOR CERTAIN LIMITED SERVICES TO JANUARY 31, 2015.

WHEREAS, the City of Scottsdale is in need of work-related injury non-emergency medical treatment services and certain limited employment-related medical testing; and

WHEREAS, Scottsdale Healthcare Corporate Health has the necessary skill and appropriate facilities for the provision of such services; and

WHEREAS, Scottsdale Healthcare Corporate Health is currently under contract to provide these services, with its contract expiring on September 21, 2014 and has agreed to extend its contract term with the City, as previously modified to eliminate certain services, to provide to the City of Scottsdale with basic required medical services until January 31, 2015; and

WHEREAS, the proposed amendment and modification to extend the contract is set forth in Contract Number 2009-143-COS-A1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Arizona, as follows:

Section 1. That the Council hereby authorizes and directs the Mayor to execute on behalf of the City of Scottsdale Contract Number 2009-143-COS-A1 extending the contract with Scottsdale Healthcare Corporate Health for the provision of work-related injury non-emergency medical treatment services and certain employment related medical testing to January 31, 2015.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this ____ day of September, 2014.

ATTEST:

City of Scottsdale, an
Arizona Municipal Corporation

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY



Bruce Washburn, Deputy City Attorney
By: Sherry R. Scott, Deputy City Attorney



**CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 22nd day of September, 2009, between the City of Scottsdale, a Municipal Corporation of the State of Arizona, the "City", and Scottsdale Healthcare Corporate Health, the "Consultant".

WITNESSETH

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

The City desires to contract for Occupational Medical Treatment and Employment-Related Medical Testing; and

The Consultant is duly qualified to perform the requested services;

IN CONSIDERATION of the mutual promises and obligations stated in this Contract, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant will act under the authority and approval of the Contract Administrator for the City, as named below, to provide the professional services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Scope of Work for Request for Proposal No. 09RP030 identified as Occupational Medical Treatment and Employment-Related Medical Testing is incorporated into this Contract by this reference. Consultant's proposal submitted in response to Request for Proposal Number 09RP030 and dated August 19, 2009 is incorporated into this Contract by this reference. If any provision incorporated by reference from the Scope of Work conflicts with any provision of the Consultant's proposal, the provision of the Scope of Work will control. If any provision of the Consultant's proposal conflicts with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Consultant for timely completion of the tasks specified in Item 1.1 above.

1.2 ACCEPTANCE AND DOCUMENTATION – CONT'D

- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES**2.1 BILLING RECORDS, AUDIT**

The time spent for each task will be recorded and submitted to the Contract Administrator. Consultant must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make the materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

Consultant will be paid according to following schedule:

Item 1	CDL Exam	\$ 55.00 Each
Item 2	Crime Lab Physical	\$ 220.00 Each
Item 3A	SWAT Team Member Physical (Established Team Member)	\$ 245.00 Each
Item 3B	SWAT Team Member Physical (New Team Member)	\$ 300.00 Each
Item 4	FD Firefighter Physical	\$ 400.00 Each
Item 5	OSHA HazWOpER Medical Exam	\$ 345.00 Each
Item 6A	Class A POST Certified Physical (Police Officer)	\$ 245.00 Each
Item 6B	Class B-1 – Non-POST Physical (Police Aide / Crime Scene Specialist)	\$ 220.00 Each
Item 6C	Class B-2 – Non-POST Physical (Detention Officer)	\$ 235.00 Each
Item 6D	Class B-3 – Non-POST Physical (Communications Dispatcher)	\$ 150.00 Each
Item 6E	Class C – Non-PD Physical (Citywide)	\$ 150.00 Each
Item 7A	Evaluation of Respirator Questionnaire	\$ 10.00 Each
Item 7B	Exam and Pulmonary Function Test	\$ 40.00 Each
Item 8A	Hepatitis A Vaccination	\$ 54.00 Each
Item 8B	Hepatitis B Vaccination	\$ 51.00 Each
Item 8C	Antibody Titer Test	\$ 45.00 Each
Item 8D	Measles, Mumps Rubella Vaccination	\$ 50.00 Each
Item 8E	Diphtheria, Pertussis, Tetanus Vaccination	\$ 41.00 Each
Item 8F	Varicella Vaccination	\$ 70.00 Each
Item 8G	Influenza Vaccination	\$ 20.00 Each

Additional Medical Services will be billed at the Industrial Commission of Arizona (I.C.A.) Physician's Fee Schedule less a discount of 20%.

Amounts indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.4 PRICE ADJUSTMENT

Price increases may only be requested by the Consultant 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Consultant and the Contract Administrator, however, the Contract Administrator will evaluate the Consultant's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent change in the United States "Consumer Price Index" for All Urban Consumers – Medical Care (CPI-U – Table 1) Expenditure Category for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84 = 100.

The manner in which percent increases are applied to a discount rate must be calculated as the current discount rate less the result of the current discount rate times the granted increase.

Example:

Assuming the Consultant's current discount rate from the Industrial Commission of Arizona (ICA) is 20%, and the granted unit pricing increase is 5%. Then the applied increase would be the current discount rate (20%) less 1% for a new discount rate of 19%.

$$20\% - (20\% * 5\%) = 19\%$$

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract is for a 1 year period. The City and Consultant may mutually agree to extend this Contract for 4 additional 1 year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and approval of the City Council.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this Contract for its sole convenience with 30 days advance written notice. In the event of termination, Consultant must immediately stop all work and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of termination, the Consultant will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon that determination. The City will make this final payment within 60 days after the Consultant has delivered the last of the partially completed items. Consultant will not be paid for any work done upon receipt of the notice of termination nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this Contract with 7 days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Consultant for any amount, and Consultant will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this contract immediately upon giving notice to the Consultant.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.3.2.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Consultant at least 30 days before the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of that period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified in this Contract. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must in writing and is effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant may merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is the Workers Compensation Claims Specialist or designee. The Contract Administrator will oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.. The Consultant will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract will be open to inspection and subject to audit or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees in accordance with the execution of the contract. The City's authorized representative will be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Consultant will require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of these requirements in a written contract agreement between Consultant and payee. These requirements will also apply to any and all Subcontractors.

4.7 RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Consultant. Any adjustments or payments which must be made as a result of any audit or inspection of the Consultant's invoices or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party is entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of such action and is enforceable whether or not any action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract will be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Scottsdale Healthcare Corporate Health
Attn.: Jayme Ambrose
9201 E. Mountain View
Scottsdale, AZ 85258
480-882-4626
jambrose@shc.org

In the case of City:

City of Scottsdale – Risk Management
Attn.: Erin Taylor
7575 E. Main St.
Scottsdale, AZ 85251
480-312-2642
etaylor@scottsdaleaz.gov

Notices are considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party is responsible for delays or failures in performance resulting from acts beyond their control. Such acts include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Consultant is solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City has no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services will be undertaken without first obtaining the written approval for any advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract is considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors is subject to first obtaining the approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter or rules and regulations of the respective entity and the approval of the Consultant.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. In addition, the Consultant understands and acknowledges the applicability of A.R.S. §34-301 and 34-302.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Consultant and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Consultant or any of its subcontractors will be considered a material breach of this Contract and may subject the Consultant or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Consultant will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Consultant's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Consultant or any subcontractor who works on this Contract to ensure that the Consultant or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Consultant and any of its subcontractors to ensure compliance with this warranty. The Consultant agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

4.24 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.0 INSURANCE

The Contract contains the Standard Acord Certificate.

The Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as shown on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

- 5.1.1 **General:** Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

- 5.1.2 **No Representation of Coverage Adequacy:** By requiring insurance, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. The City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this agreement or failure to identify any insurance deficiency does not relieve Consultant from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

- 5.1.3 **Coverage Term:** All required insurance must be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- 5.1.4 **Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required in this Contract for the 3 year period.

Insurance Representations and Requirements – Cont'd

- 5.1.5 Policy Deductibles and or Self Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self insured retention amounts. The deductibles or self insured retention is not applicable with respect to the policy limits provided to City of Scottsdale. Consultant is solely responsible for any deductible or self insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Consultant must execute a written agreement with any Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Consultant. Consultant is responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.1.7 Evidence of Insurance: Before starting any work or services under this Contract, Consultant must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance does not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Consultant's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

Evidence of Insurance – Cont'd

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. Certificate must cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail any notice must impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than ACORD form must have similar restrictive language deleted.

5.2 Required Coverage

- 5.2.1 Commercial General Liability: Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, any Excess insurance must be "follow form" equal or broader in coverage scope than the underlying.
- 5.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.
- 5.2.3 Vehicle Liability: Consultant must maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, any Excess insurance must be "follow form" equal or broader in coverage scope than the underlying.
- 5.2.4 Workers Compensation Insurance: Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite that illegality or unenforceability, this Contract will remain in full force and effect and any term or provision will be considered to be deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

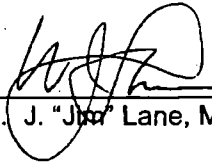
Before any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

THE REST OF THIS CONTRACT INTENTIONALLY LEFT BLANK
SIGNATURES FOLLOW ON THE NEXT PAGE

THE CITY OF SCOTTSDALE by its Mayor and City Clerk have subscribed their names
this 22nd day of September, 2009.

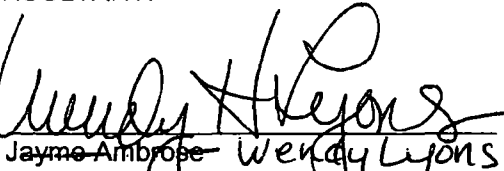
CITY OF SCOTTSDALE

By: 
W. J. "Jim" Lane, Mayor

ATTEST:

By: 
Carolyn Jaggen, City Clerk

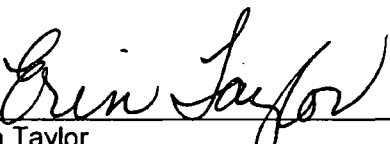
CONSULTANT:

By: 
~~Jayne Ambrose~~ Wendy Lyons
Director Corporate & Community Health
Scottsdale Healthcare Corporate Health
VP, Community Stewardship

CITY OF SCOTTSDALE REVIEW:

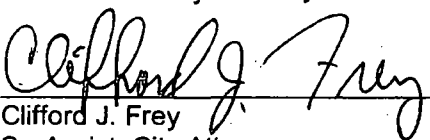
CITY CONTRACT ADMINISTRATOR


Bill Yazel
Purchasing Director

By: 
Erin Taylor
Workers Comp Claims Specialist
City of Scottsdale - Risk Management


Pauline Hecker
Risk Management Director

APPROVED AS TO FORM:
Office of the City Attorney


Clifford J. Frey
Sr. Assist. City Attorney

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:	
Companies Affording Coverage		Current State of Arizona License	Current A.M. Best Rating
Producer: Insured:	A. B. C. D. E.	Yes 	No

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(.000)
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Contractor's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ \$ \$ \$ \$ \$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ \$ \$ \$
	Professional Liability Type _____ Claims Made Occurrence				Each Claim All Claims	\$ \$
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	\$ \$
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 \$ \$ \$
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
--	---

ACORD_{tm}**CERTIFICATE OF LIABILITY INSURANCE****DATE (MM/DD/YY)**

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

COVERAGES

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

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COM/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person))	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
	<input type="checkbox"/> _____				EACH ACCIDENT	\$
	<input type="checkbox"/> _____				AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS	OTHER
	THE PROPRIETOR/ <input type="checkbox"/> INCL				EL EACH ACCIDENT	\$
	PARTNERS/EXECUTIVE <input type="checkbox"/> EXC				EL DISEASE, POLICY LIMIT	\$
	OFFICERS ARE: <input type="checkbox"/> L				EL DISEASE, EA EMPLOYEE	\$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER:** _____

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

W-9 TAXPAYER FORM

It is necessary for the *successful* Consultant to provide a **REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM**, as indicated in this contract, prior to any contract payment being made. This form is available, in PDF format from the Professional Contracts Listing on Purchasing's web site.

COPY

RESOLUTION NO. 8067

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2009-143-COS WITH SCOTTSDALE HEALTHCARE CORPORATE HEALTH FOR WORK-RELATED INJURY NON-EMERGENCY MEDICAL TREATMENT SERVICES AND EMPLOYMENT-RELATED MEDICAL TESTING.

WHEREAS, the City of Scottsdale is in need of work-related injury non-emergency medical treatment services and employment-related medical testing; and

WHEREAS, Scottsdale Healthcare Corporate Health has offered to provide to the City the requisite services necessary for this purpose; and

WHEREAS, Scottsdale Healthcare Corporate Health has the necessary skill and appropriate facilities for the provision of such services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Arizona, as follows:


Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute contract number 2009-143-COS with Scottsdale Healthcare Corporate Health for the provision of work-related injury non-emergency medical treatment services and employment related medical testing.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this 22nd day of September, 2009.

ATTEST:


City of Scottsdale, an
Arizona Municipal Corporation


Carolyn Jagger, City Clerk


W. J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY


Bruce Washburn, Deputy City Attorney

2.00 EXAM SPECIFICATIONS

- 2.01 Contractor shall be capable of providing a **MINIMUM** of the following exams with the **MINIMUM** requirements for each exam as detailed below.
- 2.01a CDL Exam provided shall meet or exceed the most current applicable requirements of Federal Motor Carrier Safety Administration (FMCSA) regulations and associated medical examinations requirements for commercial driver fitness determination (Current Form 649-F (6045) is attached to the end of the solicitations document).
- 2.01b Commercial Drivers License (CDL) Exam – Shall Include a **MINIMUM** of the following:
- Medical Evaluation
 - Urinalysis Audiogram
 - Vision
- 2.02 Contractor shall be capable of providing a Police Department Crime Lab Physical with the **MINIMUM** requirements detailed below.
- 2.02a Crime Lab Physical – Shall Include a **MINIMUM** of the following:
- Medical Evaluation
 - Chest X-Ray
 - Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
 - Venipuncture
 - Lipid Panel
 - Audiogram
 - Pulmonary Function Test
 - Hepatitis B Surface Antibody
 - Tuberculosis (TB) Skin Test
- 2.02b After completion of the Police Department Crime Lab Physical, the Contractor shall provide a "Fit for Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the physician. The Physician will complete the Contractor supplied "Fit For Duty" form and certify that based on an employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.
- 2.03 Contractor shall be capable of providing two (2) types of Police Department SWAT Team Member Physicals with the **MINIMUM** requirements detailed below.
- 2.03a SWAT Team Member Physical – Established Team Member – Shall Include a **MINIMUM** of the following:
- Medical Evaluation
 - Chest X-Ray
 - Metabolic Panel – Comprehensive

- Protein Levels
- Electrolytes
- Renal Function
- Glucose
- Liver Function
- Venipuncture
- Lipid Panel
- Urinalysis
- Visual Screening Test
- Electrocardiogram (ECG) – Resting

2.03b SWAT Team Member Physical – New Team Member – Shall Include a **MINIMUM** of the following:

- Medical Evaluation
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
- Venipuncture
- Lipid Panel
- Urinalysis
- Audiogram
- Pulmonary Function Test
- Visual Screening Test
- Electrocardiogram (ECG) – Stress
- Hepatitis B Surface Antibody

2.03c After completion of the Police Department SWAT Team Member Physical, the Contractor shall provide a “Fit For Duty” form that the employee can provide to their supervisor. The City will provide a copy of the employee’s job description to the Physician. The Physician will complete the Contractor supplied “Fit For Duty” form and certify that based on and employees job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.

2.04 Contractor shall be capable of providing a Fire Department Firefighter Physical with the MINIMUM requirements detailed below.

2.04a Contractor shall employ National Fire Protection Association (NFPA) 1583 as a guideline for Fire Department physicals.

2.04b Firefighter - Shall include the MINIMUM of the following:

- Medical Evaluation
- Chest X-Ray
 - When required by NFPA guidelines (every 5 years) or as indicated by exposure history or physical examination
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function

- Glucose
- Liver Function
- Complete Blood Count (CBC)
- Lipid Panel – Complete
- TB Skin Test
- Influenza
- Venipuncture
- Urinalysis Audiogram
- Visual Screening Test
- Pulmonary Function
- Electrocardiogram (ECG) – Resting
- Electrocardiogram (ECG) - Stress

Voluntary Only: Male/Female Genirourinary exams, includes pap smear, testicular exam, rectal exam for prostate mass and prostate-specific antigen

2.04c **THE EVALUATING PHYSICIAN FOR THE Fire Department Firefighter Physical SHALL USE THE CURRENT National Fire Protection Association (NFPA) 1582 FOR GUIDANCE ONLY WITH THE EXPRESS REQUIREMENT THAT:**

- 1) **NO REQUEST FOR FAMILY MEDICAL HISTORY OR GENETIC INFORMATION WILL BE MADE;**
- 2) **AGE, RACE OR GENDER MUST NOT BE CONSIDERED AS THE BASIS FOR ANY DECISION INCLUDING ORDERING ANY REQUIRED AND/OR INVOLUNTARY TEST; AND**
- 3) **THE PHYSICIAN WILL MAKE AN INDEPENDENT MEDICAL ASSESSMENT BASED UPON A REASONABLE DEGREE OF MEDICAL CERTAINTY ABOUT WHETHER THE FIREFIGHTER BEING EVALUATED CAN SAFELY PERFORM THE ESSENTIAL FUNCTIONS OF HIS OR HER JOB.**

2.04d After completion of the Fire Department Firefighter Physical, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor, WHICH IS NOT BASED ON ANY PREVENTATIVE OR VOLUNTARY EXAMS. The City will provide a copy of the employee's job description to the Physician. The Physician will complete the Contractor supplied "Fit For Duty" form and certify that based on an employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.

2.05 Contractor shall be capable of providing an OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) Medical exam (29CFR 1910.120 HazWOpER) – Hazardous Materials Team Member. The content of medical exams or consultations shall be determined by the physician following guidelines set forth under 29 CFR 1910.120 (f) (ii). HazWOpER medical exam shall have the MINIMUM requirements detailed below.

2.05a OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) Medical Exam provided shall meet or exceed the most current applicable requirements of OSHA Hazardous Waste Operations

and Emergency Response (HazWOpER) standard 29 CFR 1910.120 and OSHA Respiratory Protection Standard 1910.134.

2.05b The employer shall provide information to the physician in accordance with 29 CFR 1910.120 (f) (6) upon the employee's visit or upon the physician's request in a suitable timeframe.

2.05c OSHA HazWOpER Medical Exam – Hazmat Team Member – Shall include a **MINIMUM** of the following:

- Medical Evaluation in compliance with 29CFR 1910.120(f)(4)(i)
- Chest X-Ray
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
- Venipuncture
- Urinalysis
- Audiogram
- Pulmonary Function Test
- Electrocardiogram (ECG) – Resting
- Respiratory Protection

2.05d After completion of the OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) Medical exam, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the Physician. The Physician will complete the Contractor supplied "Fit For Duty" form and certify that based on and employees job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.

2.06 Contractor shall be capable of providing a Miscellaneous Pre-Employment Physical with the MINIMUM requirements detailed below.

2.06a Class "A" Physicals for Peace Officer Selection Test (P.O.S.T.) Candidates (Police Officers) – Shall include a MINIMUM of the following:

- Exam MUST be performed by an Arizoan POST Certified Physician
- Medical Evaluation
- Chest X-Ray
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
- Urinalysis
- Audiogram
- Visual Screening Test
- Back X-Ray (**MINIMUM** four (4) views)

- Two (2) Thoracic Views
- Two (2) Lumbar Views
- Color Perception/Ishihara Test

2.06b Class "B-1" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) – Shall include a MINIMUM of the following:

- Medical Evaluation
- Chest X-Ray
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
- Urinalysis
- Audiogram
- Visual Screening Test
- Back X-Ray (**MINIMUM** four (4) views)
 - Two (2) Thoracic Views
 - Two (2) Lumbar Views

2.06c Class "B-2" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) – Shall include a MINIMUM of the following:

- Medical Evaluation
- Chest X-Ray
- Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
- Urinalysis
- Audiogram
- Visual Screening Test
- Back X-Ray (**MINIMUM** four (4) views)
 - Two (2) Thoracic Views
 - Two (2) Lumbar Views
- Pulmonary Function Test

2.06d Class "B-3" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) – Shall include a MINIMUM of the following:

- Medical Evaluation
- Chest X-Ray
- Audiogram
- Visual Screening Test
- Back X-Ray (**MINIMUM** four (4) views)
 - Two (2) Thoracic Views
 - Two (2) Lumbar Views
- Color Perception/Ishihara Test

2.06e Class "C" for NON Police Department Position (Citywide) – Shall include a **MINIMUM** of the following:

- Medical Evaluation
- Chest X-Ray
- Audiogram
- Visual Screening Test
- Back X-Ray (**MINIMUM** four (4) views)
 - Two (2) Thoracic Views
 - Two (2) Lumbar Views

2.06f After completion of any pre-employment physical, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the Physician. The Physician will complete the Contractor supplied "Fit For Duty" form and certify that based on and employees job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.

2.07 Contractor shall be capable of administration and evaluation of a respirator medical questionnaire and pulmonary function testing in conformance with OSHA Respiratory Protection Standard 1910.134. This program shall consist of the **MINIMUM** requirements as detailed below.

2.07a Pulmonary Test shall include a **MINIMUM** of CPT Codes 94010 and 99401.

2.07b This program will contain two (2) parts. Part 1 is for the administration and evaluation of the questionnaire in Sections 1 and 2, Part A of Appendix C of OSHA CFR 1910.134. Part 2 is for performance of all necessary medical exams and a lung capacity test in accordance with OSHA CFR 10910.134 (e).

2.07c Not all employees will require a pulmonary function test; therefore, the City is requesting separate pricing for the administration of the questionnaire, (item 7a on the quotation form) and the pulmonary function test (item 7b of the quotation form). Testing will be done with the concurrence of the City of Scottsdale Safety Manager and/or Contract Administrator.

2.07d If testing is indicated, it will be performed immediately after the questionnaire is evaluated. Final decision on the necessity of a pulmonary function test will rest with the healthcare provider.

2.07e Contractor shall have a spirometer available at each facility for pulmonary function testing.

2.07f Contractor shall immediately supply a written recommendation regarding the employees' ability to use a respirator if only the questionnaire is administered.

2.07g If the medical exams and lung capacity test are administered; the Contractor shall supply a written recommendation within one (1) week. Recommendation shall be sent to the City of Scottsdale Risk Management Division (7447 E. Indian School Road, Scottsdale, Arizona, 85251, Attn: Brandon Dodds). The recommendation shall include the name, job title and work division of each employee examined, along with the date of the exam. The recommendation shall also include any limitations on respirator use

related to the medical condition of the employee, or relating to the workplace condition in which the respirator will be used, including whether or not the employee is medically able to use the respirator. The recommendation shall also include the need, if any, for follow up medical evaluations. Contractor **MUST** provide the employee with a copy of the written recommendation immediately after testing and include a statement that this was done the copy given to the City. Contractor shall supply all ancillary supplies such as spirometry mouthpieces, etc. to perform the spirometry testing and any medical evaluation, with the costs of such items included in the flat rate fee quoted for the test herein.

- 2.07h A licensed physician or other licensed health care professional that has successfully completed a National Institute for Occupational Safety and Health (NIOSH) approved pulmonary function training course shall perform spirometry testing.
- 2.08 Contractor shall be capable of performing the additional medical procedures and services detailed below.
 - 2.08a Hepatitis A Vaccine shall include a **MINIMUM** of CPT Codes 90632 and 90471.
 - 2.08b Hepatitis B Vaccine shall include a **MINIMUM** of CPT Codes 90746 and 90471.
 - 2.08c Antibody Titer Test shall include a **MINIMUM** of CPT Codes 87340-90 and 90471.
 - 2.08d MMR (Measles, Mumps, Rubella) Vaccine shall include a Minimum of CPT codes 90707 and 90471.
 - 2.08e DPT (Diphtheria, Pertussis, Tetanus) Vaccine shall include a Minimum of CPT codes 90701 and 90471.
 - 2.08f Varicella Vaccine shall include a Minimum of CPT codes 90396 and 90471.
 - 2.08g Influenza Vaccine shall include a Minimum of CPT codes 90659 and 90471.
- 2.09 Wellness services to provide general employee health education opportunities, including, but not limited to; providing general employee health education opportunities, design and implementation of a lifestyle and weight management program, personal nutrition consultation service, participation as a member of a multidisciplinary wellness team, and develop specific joint research projects.



**CITY OF SCOTTSDALE
CHANGE ORDER**

(for use with Commodity, Professional Services , General
Services and City Services Contracts)

CHANGE ORDER #: 2
PURCHASE ORDER #: None
BID/CONTRACT #: 2009-143-COS / 09RP030

CONTRACT TITLE: Occupational Medical Treatment and Employment- Related Medical Testing
Contract Type :
FUND-CENTER-ACCOUNT: 710-23730-52473 (ie Professional Services, City Services, etc) Professional Services
CONTRACTOR: Scottsdale Healthcare Corporate Health ORIG.CONTRACT DATED: 9/22/2009

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT * :

The following sections of the contract and the associated services are to be removed:

Under Item 2.00 Exams Omit: 2.02 Crime Lab Physicals, 2.03 SWAT Team Member Physicals, 2.04 Firefighter Physicals. \$ (93,600.00)
2.06 Police Department Physicals.

See attached Exhibit "A"

TOTAL Value of this Change Order **- \$93,600.00**

* If additional space is required to explain the Change Order then attach additional pages to this form and indicate it below.

* If additional exhibits or other documents are required as a result of the Change Order then attach them to this form and indicate it below.

List other Attachments or Exhibits:

Original Approved Contract Amount:	\$	250,000.00	
Modifications to Contract Amount Approved (by Council or Administratively) :	\$	-	
Subtotal Modified Approved Contract Amount:	\$	250,000.00	(calc)
Net Total of all Previous Change Order(s):	\$	-	
Contract Amount Prior to this Change Order:	\$	250,000.00	(calc)
Amount of this Change Order from above (increase / decrease):		(93,600.00	(calc)
Revised Contract Amount Including this Change Order:	\$	156,400.00	(calc)
Cumulative Percent of Change Orders/Original (including this one):		48.40%	(calc)
Change in Contract Time (increase / decrease):			
Revised Contract Completion Date:		9/21/2014	

CONTRACTOR

CITY OF SCOTTSDALE

Richard Silver M.D.
NAME
Chief Medical Officer & VP of Physician
TITLE Alignment

SIGNATURE
8/25/14
DATE

SIGNATURE
Katherine Callaway
CONTRACT ADMINISTRATOR
8-25-14
DATE

SIGNATURE
James Flanagan, Purchasing Director
8/26/14
DATE

Executive Management Review -
Required for Over 25% Change (Aggregate)

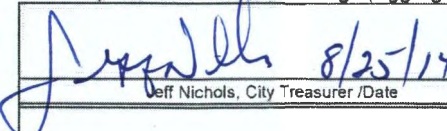
 8/25/14 Jeff Nichols, City Treasurer /Date
MANAGING EXECUTIVE DIRECTOR (FILL IN DIV) / DATE

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

1.00 GENERAL SPECIFICATIONS

- 1.01 Contractor shall agree to provide medical treatment for industrial injuries and work-related medical testing to City of Scottsdale (COS) employees per the requirements contained within this solicitation document and any applicable addendum.
- 1.02 Only qualified medical professionals, licensed in the State of Arizona, are permitted to treat injured or disabled employees under jurisdiction of the Industrial Commission of Arizona and pursuant to this Contract.
- 1.03 Contractor **MUST** comply with all rules and regulations established by the Industrial Commission of Arizona throughout the term of the contract and all applicable extensions.
- 1.04 Contractor shall have and maintain a sufficient number of personnel with occupational medical experience throughout the term of this contract and all applicable extensions.
- 1.05 Contractor **MUST** have at the start of the contract and maintain through the contract term and all applicable contract extensions, a **MINIMUM** of three (3) medical facilities located within the corporate limits of the City of Scottsdale boundaries. It is preferred that the Contractor has and maintains a facility in the Southern region, Central region, and Northern region of Scottsdale for employee convenience.
- 1.06 Contractor shall have the ability to treat patients on a walk-in and/or appointment basis.
- 1.07 The Contractor **MUST** make every attempt to provide medical updates to the City of Scottsdale's Risk Management Division within twenty-four (24) hours of each medical exam. If the patient refuses to submit to medical examinations or to cooperate with the physicians' treatments, the City of Scottsdale's Risk Management Division shall be notified immediately.
- 1.08 All procedures, including elective referrals for special consultants, including physical therapy will be permitted on authorization by the City of Scottsdale's Risk Management Division. Treatment of conditions unrelated to the injuries sustained in the industrial accident may be denied as unauthorized if the treatment seems directed principally toward the non-industrial condition or if the treatment does not seem necessary for the patient's physical rehabilitation from the industrial injury.
- 1.09 If the patient is capable of some form of gainful employment, it is proper for the physician to release the injured employee to transitional work and make a specific report to the City of Scottsdale's Risk Management Division as to the date of such release and the necessary work restrictions.
- 1.10 If the patient no longer requires medical care for his industrial injury, the physician shall submit the report with the date of discharge to the City of Scottsdale's Risk Management Division even though the patient may require further medical care for conditions unrelated to the industrial injury. The final report and discharge date are necessary for closing the claim file.
- 1.11 If the physician determines that the employee has suffered permanent disability or measurable impairment in function, etc., physician shall report the abnormal findings in detail and estimate the degree of permanent disability and forward to the City of Scottsdale's Risk Management Division.

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

2.00 EXAM SPECIFICATIONS

2.01 Contractor shall be capable of providing a MINIMUM of the following exams with the MINIMUM requirements for each exam as detailed below.

2.01a Commercial Drivers License (CDL) Exam provided shall meet or exceed the most current applicable requirements of Federal Motor Carrier Safety Administration (FMCSA) regulations and associated medical examinations requirements for commercial driver fitness determination (Current Form 649-F [6045] is attached to the end of the solicitations document).

2.01b CDL Exam – Shall Include a MINIMUM of the following:

- Medical Evaluation
- Urinalysis Audiogram
- Vision

~~2.02 Contractor shall be capable of providing a Police Department Crime Lab Physical with the MINIMUM requirements detailed below.~~

~~2.02a Crime Lab Physical – Shall Include a MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
- ~~• Metabolic Panel – Comprehensive~~
- ~~• Venipuncture~~
- ~~• Lipid Panel~~
- ~~• Audiogram~~
- ~~• Pulmonary Function Test~~
- ~~• Hepatitis B Surface Antibody~~
- ~~• Tuberculosis (TB) Skin Test~~

~~2.02b After completion of the Police Department Crime Lab Physical, the Contractor shall provide a "Fit for Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the physician. The Physician shall complete the Contractor supplied "Fit For Duty" form and certify that based on an employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.~~

~~2.03 Contractor shall be capable of providing two (2) types of Police Department SWAT Team Member Physicals with the MINIMUM requirements detailed below.~~

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

~~2.03a SWAT Team Member Physical — Established Team Member — Shall include a MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
- ~~• Metabolic Panel — Comprehensive~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Venipuncture~~
- ~~• Lipid Panel~~
- ~~• Urinalysis~~
- ~~• Visual Screening Test~~
- ~~• Electrocardiogram (ECG) — Resting~~

~~2.03b SWAT Team Member Physical — New Team Member — Shall include a MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Metabolic Panel — Comprehensive~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Venipuncture~~
- ~~• Lipid Panel~~
- ~~• Urinalysis~~
- ~~• Audiogram~~
- ~~• Pulmonary Function Test~~
- ~~• Visual Screening Test~~
- ~~• Electrocardiogram (ECG) — Stress~~
- ~~• Hepatitis B Surface Antibody~~

~~2.03c After completion of the Police Department SWAT Team Member Physical, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the Physician. The Physician will complete the Contractor-supplied "Fit For Duty" form and certify that based on and employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.~~

~~2.04 Contractor shall be capable of providing a Fire Department Firefighter Physical with the MINIMUM requirements detailed below.~~

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

~~2.04a The evaluating physician for the Fire Department Firefighter Physical shall use the current National Fire Protection Association (NFPA) 1582 for guidance only with the express requirement that:~~

- ~~1) No request for family medical history or genetic information will be made;~~
- ~~2) Age, race, or gender must not be considered as the basis for any decision including ordering any required and/or involuntary test; and~~
- ~~3) The physician shall make an independent medical assessment based upon a reasonable degree of medical certainty about whether the firefighter being evaluated can safely perform the essential functions of his or her job.~~

~~2.04b Firefighter Shall include the MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
 - ~~○ When required by NFPA guidelines (every 5 years) or as indicated by exposure history or physical examination~~
- ~~• Metabolic Panel — Comprehensive Protein Levels~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Complete Blood Count (CBC)~~
- ~~• Lipid Panel — Complete~~
- ~~• TB Skin Test~~
- ~~• Influenza~~
- ~~• Venipuncture~~
- ~~• Urinalysis~~
- ~~• Audiogram~~
- ~~• Visual Screening Test~~
- ~~• Pulmonary Function~~
- ~~• Stress Electrocardiogram (ECG)~~

~~2.04c After completion of the Fire Department Firefighter Physical, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor, WHICH IS NOT BASED ON ANY PREVENTATIVE OR VOLUNTARY EXAMS. The City will provide a copy of the employee's job description to the Physician. The Physician shall complete the Contractor supplied "Fit For Duty" form and certify that based on an employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.~~

2.05 Contractor shall be capable of providing an Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HazWOpER) Medical exam (29CFR 1910.120 HazWOpER) – Hazardous Materials Team Member. The content of medical exams or consultations shall be determined by the physician following guidelines set forth under 29 CFR 1910.120 (f) (ii). HazWOpER medical exam shall have the MINIMUM requirements detailed below.

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

- 2.05a OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) Medical Exam provided shall meet or exceed the most current applicable requirements of OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) standard 29 CFR 1910.120 and OSHA Respiratory Protection Standard 1910.134.
- 2.05b The employer shall provide information to the physician in accordance with 29 CFR 1910.120 (f) (6) upon the employee's visit or upon the physician's request in a suitable timeframe.
- 2.05c OSHA HazWOpER Medical Exam – Hazmat Team Member – Shall Include a MINIMUM of the following:
- Medical Evaluation in compliance with 29CFR 1910.120(f)(4)(i)
 - Chest X-Ray (if medically necessary deemed by the provider)
 - Metabolic Panel – Comprehensive
 - Protein Levels
 - Electrolytes
 - Renal Function
 - Glucose
 - Liver Function
 - Complete Blood Count (CBC)
 - Venipuncture
 - Urinalysis
 - Audiogram
 - Pulmonary Function Test
 - Electrocardiogram (ECG) – Resting
 - Respiratory Protection Exam
- 2.05d After completion of the OSHA Hazardous Waste Operations and Emergency Response (HazWOpER) Medical exam, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the Physician. The Physician shall complete the Contractor supplied "Fit For Duty" form and certify that based on and employees job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.
- ~~2.06 Contractor shall be capable of providing a Miscellaneous Pre-Employment Physical with the MINIMUM requirements detailed below.~~

EXHIBIT A
Occupational Medical Treatment and Employment Related Medical Testing
SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

~~2.06a Class "A" Physicals for Peace Officer Selection Test (P.O.S.T.) Candidates (Police Officers) — Shall include a MINIMUM of the following:~~

- ~~• Exam MUST be performed by an Arizona POST Certified Physician~~
- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
- ~~• Metabolic Panel — Comprehensive~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Urinalysis~~
- ~~• Audiogram~~
- ~~• Electrocardiogram (ECG) — Resting~~
- ~~• Visual Screening Test~~
- ~~• Pulmonary Function Test~~
- ~~• Color Perception/Ishihara Test~~

~~2.06b Class "B-1" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) — Shall include a MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
- ~~• Metabolic Panel — Comprehensive~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Urinalysis~~
- ~~• Audiogram~~
- ~~• Visual Screening Test~~

~~2.06c Class "B-2" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) — Shall include a MINIMUM of the following:~~

- ~~• Medical Evaluation~~
- ~~• Chest X-Ray~~
- ~~• Metabolic Panel — Comprehensive~~
 - ~~○ Protein Levels~~
 - ~~○ Electrolytes~~
 - ~~○ Renal Function~~
 - ~~○ Glucose~~
 - ~~○ Liver Function~~
- ~~• Urinalysis~~
- ~~• Audiogram~~
- ~~• Visual Screening Test~~
- ~~• Pulmonary Function Test~~

EXHIBIT A
Occupational Medical Treatment and Employment Related Medical Testing
SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

- ~~2.06d Class "B-3" Physical for NON Peace Officer Test (P.O.S.T.) Candidates (Police Aide/Crime Scene Specialist) Shall include a MINIMUM of the following:~~
- ~~• Medical Evaluation~~
 - ~~• Chest X-Ray~~
 - ~~• Audiogram~~
 - ~~• Visual Screening Test~~
 - ~~• Color Perception/Ishihara Test~~
- ~~2.06e Class "C" for NON Police Department Position (Citywide) Shall include a MINIMUM of the following:~~
- ~~• Medical Evaluation~~
 - ~~• Chest X-Ray (if medically necessary deemed by the provider)~~
 - ~~• Audiogram~~
 - ~~• Visual Screening Test~~
- ~~2.06f After completion of any pre-employment physical, the Contractor shall provide a "Fit For Duty" form that the employee can provide to their supervisor. The City will provide a copy of the employee's job description to the Physician. The Physician shall complete the Contractor supplied "Fit For Duty" form and certify that based on and employee's job duties, the employee is physically able to perform those job duties. This form shall be supplied and completed at no additional charge to the City.~~
- 2.07 Contractor shall be capable of administration and evaluation of a respirator medical questionnaire and pulmonary function testing in conformance with OSHA Respiratory Protection Standard 1910.134. This program shall consist of the MINIMUM requirements as detailed below.
- 2.07a OSHA questionnaire
- 2.07b This program shall contain two (2) parts. Part 1 is for the administration and evaluation of the questionnaire in Sections 1 and 2, Part A of Appendix C of OSHA CFR 1910.134. Part 2 is for performance of all necessary medical exams and a lung capacity test in accordance with OSHA CFR 10910.134 (e).
- 2.07c Not all employees will require a pulmonary function test; therefore, the City is requesting separate pricing for the administration of the questionnaire, (Item 7a on the Pricing Proposal Form) and the pulmonary function test (Item 7b of the Pricing Proposal Form). Testing will be done with the concurrence of the City of Scottsdale Safety Manager and/or Contract Administrator.
- 2.07d If testing is indicated, it will be performed immediately after the questionnaire is evaluated. Final decision on the necessity of a pulmonary function test shall rest with the healthcare provider.
- 2.07e Contractor shall have a spirometer available at each facility for pulmonary function testing.
- 2.07f Contractor shall immediately supply a written recommendation regarding the employees' ability to use a respirator if only the questionnaire is administered.

EXHIBIT A

Occupational Medical Treatment and Employment Related Medical Testing SPECIFICATIONS REVISED FOR CHANGE ORDER NUMBER ONE (1)

- 2.07g If the medical exams and lung capacity test are administered; the Contractor shall supply a written recommendation within one (1) week. Recommendation shall be sent to the City of Scottsdale Risk Management Division (7447 E. Indian School Road, Scottsdale, Arizona, 85251, Attn: Brandon Dodds). The recommendation shall include the name, job title and work division of each employee examined, along with the date of the exam. The recommendation shall also include any limitations on respirator use related to the medical condition of the employee, or relating to the workplace condition in which the respirator will be used, including whether or not the employee is medically able to use the respirator. The recommendation shall also include the need, if any, for follow up medical evaluations. Contractor **MUST** provide the employee with a copy of the written recommendation immediately after testing. The employee will sign and date the acknowledgement with the Contractor. A copy will be given to the COS. Contractor shall supply all ancillary supplies such as spirometry mouthpieces, etc. to perform the spirometry testing and any medical evaluation, with the costs of such items included in the flat rate fee quoted for the test herein.
- 2.07h A licensed physician or other licensed health care professional that has successfully completed a National Institute for Occupational Safety and Health (NIOSH) approved pulmonary function training course shall perform spirometry testing.
- 2.08 Contractor shall be capable of performing the additional medical procedures and services detailed below.
- 2.08a Hepatitis A Vaccine
- 2.08b Hepatitis B Vaccine
- 2.08c Antibody Titer Test
- 2.08d MMR (Measles, Mumps, Rubella) Vaccine
- 2.08e DPT (Diphtheria, Pertussis, Tetanus) Vaccine
- 2.08f Varicella Vaccine
- 2.08g Influenza Vaccine
- 2.09 Wellness services to provide general employee health education opportunities, including, but not limited to:
- Provide general employee health education opportunities
 - Design and implementation of a lifestyle and weight management program
 - Personal nutrition consultation services
 - Participation as a member of a multidisciplinary wellness team
 - Develop specific joint research projects

**CITY OF SCOTTSDALE
CONTRACT MODIFICATION**

THIS CONTRACT MODIFICATION for 2009-143-COS/09RP030, made and entered into this ___th day of September, 2014, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Scottsdale Healthcare Corporate Health, hereinafter referred to as "Contractor", amending the Contract dated September 22, 2009, between City and Contractor.

WITNESSETH

THAT, the Purchasing Director of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute Contracts and Contract Modifications.

WHEREAS, the City desires to extend the contract through January 31, 2015, approximately four (4) months.

WHEREAS, the City and the Contractor mutually agree to modify the Contract;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 MODIFICATIONS:

Section 3.1 TERM AND EXTENSION is amended to read as follows:

The term of this contract is extended from September 22, 2014 through January 31, 2015. The City and Contractor agree that this contract will not be extended past January 31, 2015 because the City intends to solicit Request for Proposals for a new Occupational Medical Treatment and Employment Related Medical Testing Services contract to begin February 1, 2015. All provisions of the existing Contract No. 2009-143-COS/09RP030 and Change Order no. 2 that are not modified by this Contract Modification remain as previously adopted.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this 22 day of September, 2014.

CONTRACTOR:


CITY OF SCOTTSDALE
an Arizona Municipal Corporation

By: _____

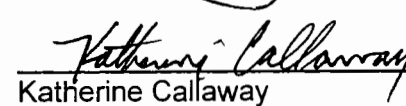
By: _____
W. J. "Jim" Lane, Mayor

RECOMMENDED:

ATTEST:


James Flanagan
Purchasing Director

(This area for Seal)


Katherine Callaway

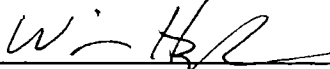
By: _____
Carolyn Jagger, City Clerk

Risk Management Director



Katherine Callaway
Contract Administrator

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: William Hylen
Assistant City Attorney