

City of Overland Park, Kansas
Notice Inviting Proposals for Services Relating to
Occupational Health and Safety Program

The City of Overland Park, Kansas (the “City”) is requesting proposals for services relating to the Occupational Health and Safety Program.

All inquiries concerning this *Request for Proposals* (“RFP”) should be directed to:

Michael Garcia
Chief Human Resources Officer
City of Overland Park, Kansas
8500 Santa Fe Drive
Overland Park, Kansas 66212
(913) 895-6121
E-Mail: mike.garcia@opkansas.org

If you are interested in submitting a proposal, please submit an electronic copy and an original proposal that meets the requirements of this RFP and five (5) copies to:

City of Overland Park
Attn: City Clerk
8500 Santa Fe Drive
Overland Park, Kansas 66212

Proposals shall be submitted in a sealed envelope clearly marked "**Proposal for Occupational Health and Safety Program**" no later than 2:00 p.m. on Tuesday, July 27, 2021. Proposals may be delivered in person or mailed; however, any proposal that does not reach the City Clerk by the deadline will not be accepted.

Table of Contents

- I. Introduction
- II. Background Information
- III. Schedule
- IV. Proposal Format
- V. Scope of Services
- VI. Evaluation and Selection Process
- VII. Award of Agreement
- VIII. Terms and Renewal
- IX. Inquiries
- X. Additional Requirements
- XI. Insurance Coverage Requirements
- XII. Right to Reject Proposal
- XIII. General Requirements
- XIV. Anti-Discrimination
- XV. Disputes and Complaints

The following are to be included in the Proposal

Section A-Company Information

Section B-References

Section C-Services and Costs List

Exhibit A-Agreement

REQUEST FOR PROPOSALS

Occupational Health and Safety Program City of Overland Park, Kansas June 2021

- I. Introduction. The City of Overland Park is requesting proposals from qualified Respondents to provide professional comprehensive occupational health and safety services beginning the effective date of the fully executed Agreement for services including but not limited to: pre-employment drug screens and physicals, physical ability testing, return to work (fit-for-duty) examinations, drug and alcohol testing (both DOT and Non-DOT), special physicals, workers' compensation treatment, and vaccinations.
- II. Background Information. Operating under a Council-Manager form of government, the City Council consists of 12 Council Members elected from wards, plus a Mayor elected at-large, all serving four-year terms. The City Council, serving as a legislative and policy-making body, appoints a City Manager as the chief executive of the City.

The City of Overland Park provides a full array of municipal services with over 1,500 full-time, part-time, and temporary employees and over 500 volunteers and a 2021 calendar-year budget of \$298,600,000. City services are provided and supported by the following departments: City Manager's Office, Human Resources, Law, Information Technology, Municipal Court, Finance and Administration, Police, Fire, Parks and Recreation, Public Works, and Planning and Development Services.

The City of Overland Park currently receives a complement of services from Advent Health/Corporate Care. As of June 25, 2021, the current provider no longer supported the full complement of services as required.

Below is a chart that lists the main high volume services that were provided in 2019.

Service	Number
Non-DOT Drug Screen	587
DOT Drug Screen	76
MRO Lab Services	100
Breath Alcohol Screen	6
Treadmill with EKG Interpretation	53
Respirator Questionnaire Review	13
Spirometry	52
Audiogram	64
Vision Exams	149
Non-DOT Physical	250
DOT Physical	123
Return to Work/Fit for Duty	88

Ergonomic Workstation Evaluation	6
Essential Function Test	300
Work-Related Injuries	101
Workers' Compensation Treatment (Visits)	238

- III. Schedule. Listed below is the anticipated schedule for all actions associated with the RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the City's website at www.opkansas.org/bids-and-proposals.

EVENT	DATE
Issuance of RFP	July 6, 2021
Written Questions from Respondents	July 16, 2021
Responses to Questions Posted on City's Website	July 22, 2021
Proposals Due by	July 27, 2021
Target Award Date	October 1, 2021

- IV. Proposal Format. Proposals must be organized according to the fixed format outline below. A comprehensive table of contents should be at the front of the Proposal for ease of reference. Identification of additional information is recommended.

- A. Section 1. Cover Letter -- Letter of transmittal.
- B. Section 2. Executive Summary -- The respondent presenting the Proposal should provide a statement of the prominent features of the Proposal.
- C. Section 3. Description of Scope of Services -- The respondent shall describe such components and features as required under **Section V. Scope of Services**.
- D. Section 4. Qualifications and Experience of Firm -- The respondent presenting the Proposal response should describe all qualifications of their firm and experience in providing services of similar nature and scope. The Proposal should include the number of physicians, nurses, technicians, and their qualifications. The Proposal should include how many staff are trained as Medical Review Officers, Breath Alcohol Technicians, Board Certified Occupational Health Physicians, Nurse Practitioners, Medical Assistants, Physical Therapists, Occupational Therapists, Nurses, and other staff.

The key personnel to be involved on the project team also should be identified and a description of their qualifications and experience included.

- E. Section 5. Cost Breakdown -- Respondent must include all costs associated with their Proposal. Costs must be assigned to elements outlined under **Section V. Scope of Services** and **Section C**.
- F. Section 6. Additional Information -- Respondent may add any information that supports its response to the Proposal in this section.

- G. Section 7. Statement of Agreement Compliance -- Respondent must submit a written statement that it has reviewed the agreement requirements set forth in Exhibit A of this RFP and acknowledges that it is willing to execute an agreement for services that includes the agreement provisions contained therein and that it understands that failure to execute the City's required agreement for services shall result in the agreement being awarded to another respondent. Please note that the attached Exhibit A is not the final form of the agreement as it is a draft only. The final document will include all of the terms and conditions necessary to properly engage the Respondent for the services set forth in this RFP.
- V. Scope of Services. The Occupational Health Physician and Staff are responsible for providing services, treatment and diagnosis of all City employees and volunteers, as applicable, in the following manner:
- A. Pre-Employment Examinations
1. Pre-employment physical examinations shall be conducted in accordance with the Agreement and instructions from the applicable City Representative. Copies of results shall be forwarded to the applicable City Representative(s).
 2. Respondent shall provide medical examinations and related services to persons who are referred by the City and who produce satisfactory photographic identification.
 3. The Respondent shall perform pre-employment medical examinations to include:
 - a. Review of a Medical History Questionnaire (Questionnaire forms to be provided by Respondent.).
 - b. Physical examination.
 - c. Conduct medical evaluations and provide reports indicating problem area and identifying job limitations.
 4. Laboratory work as agreed upon by the City and the Agreement for the type of pre-employment physical being requested:
 - a. Urinalysis. The City will notify the Respondent if the test will be a dip or microscopic.
 - b. Blood;
 - c. Saliva/oral fluid, as requested.
 5. Assure that all facets of the pre-employment examination are performed by a duly licensed physician with the exception of routine details associated with

the examination which may be performed by qualified support personnel under the supervision of a licensed physician.

6. Assure that the medical examination is performed in accordance with professional medical standards and includes all aspects delineated on the Report of Physical Examination provided by the Respondent.
7. Maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations within two (2) working days from date of request.
8. Based on the information obtained from the pre-employment examination, Respondent shall make a determination, in the following manner, as to the suitability of the applicant to perform the essential duties of his/her assigned position:
 - a. Employee can perform essential duties of assigned position without restriction,
 - b. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,
 - c. Employee cannot perform essential duties of assigned position.
9. Respondent shall provide the City with a typed narrative report of examination within one (1) working day from date of examination. The report must contain a statement that the individual, in the physician's professional opinion, can or cannot physically perform the required duties to be assigned in the manner described above.
10. Respondent shall maintain permanent files on each individual examined, which may include: Health History Questionnaire, Report of Medical Examination, Laboratory Records, X-Rays and other related documentation.
11. All pre-employment procedures require prior approval from the applicable City Representative(s).

B. Return to Work Examinations

1. Employees may be required to have a return to work evaluation. Respondent will adhere to the highest professional standards and shall evaluate the ability of the employee's ability to return to work productively and without detriment to their health. The Respondent is responsible for obtaining any and all pertinent medical information from the employee and the employee's private physician to make the determination of work status, if required. Diagnostic testing and medical treatment shall not be performed by the Respondent to determine the work status of the employee.

2. Respondent shall date and time stamp all employees in and out and provide the information on a Work Status Form acceptable to the City. Respondent shall provide the employee with the Work Status Form with the employee's name, work status and work restrictions on a form acceptable to the City. A copy of the Work Status Form shall be furnished to the applicable City Representative on the same day. Respondent shall not forward a report containing the employee's condition or diagnosis, but shall instead, keep that information in their permanent records.
3. The work status' provided to the City shall be, either:
 - a. Employee can perform essential duties of assigned position without restriction,
 - b. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,
 - c. Employee cannot perform essential duties of assigned position.

C. Fitness for Duty Examinations

Respondent may be required to perform Fitness for Duty examinations. Fitness for Duty examinations shall be limited to job-related factors and shall be consistent with business necessity as directed by the City's Representative(s). The City will schedule Fitness for Duty examinations with the Respondent.

D. Drug and Alcohol Testing

Drug or alcohol testing may be requested for:

1. Pre-employment testing
2. CDL Random Testing, to be conducted on a random basis spread throughout the calendar year (Respondent must be certified to conduct CDL drug testing.)
3. Reasonable Suspicion Testing, to be scheduled by the City Representative(s). Alcohol and/or controlled substance testing will be required when the City has a reasonable suspicion that can be described and is based on objective facts that an employee is under the influence of a controlled substance or alcohol.
4. Return to work testing - At the request of the City, an employee may require a return to work drug and/or alcohol test.
5. Random Testing
6. Post-Accident Testing

E. Physical Abilities Testing

1. Respondent will create physical abilities testing based on the job description as provided by the City.
2. Respondent will test the employee on each of the physical components of the job.
3. Respondent will provide a report to the appropriate City Representative(s) of the following:
 - a. Able
 - b. Not able

F. Workers' Compensation

1. Respondent shall provide services for injured workers as authorized by City Representative(s).
2. Respondent shall outline experience in working with Third Party Administrators.
3. Respondent shall describe any on-site services or programs for the injured worker.
4. Respondent shall describe their process for engaging with the injured worker.
5. Respondent shall describe their process for communicating to the City Representative for the injured worker.
6. Respondent's Occupational Health Physician or other qualified medical personnel must be able to determine and address causation for injured workers.

G. Other Services

1. Perform surveillance physicals which could include respirator, audiometric exams, asbestos exams, HazMat exams, biological monitoring (for metals, pesticides, radiation and exposures), CDL/DOT exams.
2. Compare previous examinations with current examinations and notify the City Representative of changes.
3. Perform TB Testing

4. Vaccinations (TB, Hepatitis, etc.), including on-site group vaccinations as requested by the City's designated Representatives.
5. Telephone evaluation and/or medical examination, (if necessary), of employees for clearance to work while under medication, (prescribed or non-prescribed, over-the-counter medications). Respondent shall have a process in place to address the effect of a reported medication on an employee's ability to work safely on same day notification.
 - a. Employee can perform essential duties of assigned position without restriction,
 - b. Employee can perform essential duties of assigned position with restriction(s) , restrictions must be specified,
 - c. Employee cannot perform essential duties of assigned position.
6. Profiles and Protocols. Profiles will be developed for each non-public safety and public safety work groups. For all services rendered, there will be written protocols as approved by the City.
7. Services not specifically mentioned. Respondent should provide itemized costs of any services provided which might not be specifically listed in this Proposal.
8. Communication. The City expects timely communication in accordance with timelines as identified in the Scope of Services. The City expects to be notified or as reasonably possible of any individual who fails to report for a scheduled appointment or who refuses to complete any portion of the exams or testing.
9. Onsite Screening and Testing Services. The Respondent should have the ability to perform services on-site as needed, e.g., Aquatics pre-employment testing on a Saturday, random drug and/or alcohol testing as needed.
10. Forms. Respondent shall provide sample forms which will be used in daily operations.
11. Reports. Respondent should provide monthly reports for services to include but not limited to: number of drug screens, physicals, physical abilities tests, workers' compensation treatment.
12. Confidentiality. The work to be provided under any agreement issued pursuant to this RFP may be subject to the Federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the confidentiality and security of health information. The selected Responded will be required to comply with HIPAA as well as

City confidentiality standards as identified in any Agreement between the selected Respondent and the City.

13. Medical Review Officer. If Medical Review Officer (MRO) services are provided in-house, Respondent will execute a Medical Review Officer Agreement with the City.

VI. Evaluation and Selection Process. The Respondent shall have experience administering occupational health and safety programs for a municipality. The narrative portion and materials presented in response to the proposal should be submitted in the same order as request and contain the following:

A. Experience and Qualifications

1. Respondent shall provide a brief history of the organization.
2. Respondent shall detail the firm's experience on at least three (3) agreements of similar nature. This shall include a description of the project, dates of the agreement, and client contact name, address and phone number.
3. A list of specific qualifications the Respondent has in supplying the services listed in this proposal, including any professional designations and affiliations, certifications or licenses, etc. Respondent must identify proposed staff members and submit resumes detailing respective qualifications. Proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with agreements of similar or identical scopes.
4. Respondent shall submit a list of at least four (4) references from current clientele. Information should include classification and description of services received.
5. Respondent must have a Board Certified Occupational Medicine physician on staff.
6. Respondent shall indicate and define the availability of the Board Certified Occupational Medicine physician on staff.

B. Method of Approach

1. Respondent shall prepare a detailed Method of Approach to the Scope of Services which indicates the service proposed to be performed by the Respondent. This section should confirm Respondent's understanding of this RFP. Respondent should clearly outline the recommended approach of the organization in meeting the responsibilities that the City has outlined. The method and approach for each service should be addressed in a manner that

reflects understanding and commitment to providing services as needed in a professional and timely manner.

2. Respondent should clearly distinguish tasks that Respondent will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction shall mean Respondent is fully assuming responsibility for all tasks. The proposal must address in depth how Respondent plans to meet the requirements of each of the services and activities outlined in the Scope of Services of this RFP. Respondent must explain how their administrative process will ensure that appropriate levels of attention are given and that work is properly and efficiently performed.
3. Respondent shall provide information on:
 - a. Facility location(s) and hours of operation;
 - b. Days and hours of the week that a Certified Occupational Medicine Physician(s) is available at the facility for dedication to City employees;
 - c. Cleanliness and condition of facility and state and condition of equipment;
 - d. Working environment, staffing, systems, and customer service;
 - e. Ability to accommodate immediate appointment and walk-ins for pre-employment drug screens, physicals, skills abilities testing, return to work evaluations, reasonable suspicion testing, and post-accident testing.
 - f. Average wait times for services.
 - g. Process for triaging walk-ins and scheduling appointments.
4. Respondent shall provide a brief description of your firm's philosophy. In particular, describe the manner in which you plan to provide service and effectively manage the City's account and orient facility staff to account requirements.
5. Respondent shall detail its method of self-checking and tracking system. A Quality Assurance Program must be effective in tracking problem areas and in monitoring quality of service.
6. Respondent shall also provide a list of programs that are available from its firm and brief description of the program.
7. Respondent shall provide a list of response times for results of the medical examinations, workers' compensation evaluations, pre-employment results, and other services.

C. Price Proposal

1. Please provide a lump sum budget amount that will indicate the entire cost of the proposal. Additionally, provide price proposal as requested on the Price Proposal Page attached herein.
2. The initial agreement shall be for a term of one year. The agreement may be renewed at the City's option, one year at a time, for a maximum of five (5) years, provided that a) services have been provided in a manner acceptable to the City, b) there is either no increase in the rate, or there is only a minimal increase acceptable to the City. The decision to solicit renewal quotations will be the sole decision on the City and its satisfaction with the occupational health services provided, and if, quotes are acceptable to the City.
3. Agreement format to be used is attached herein.
4. Each proposal must include a statement as to availability to cover and provide physician services on the current site of the Occupational Health Clinic from 8:00 AM to 5:00 PM Monday through Friday, weekends and holiday hours.
5. The organization that will operate the clinic will be responsible for malpractice insurance, adequate staffing and all equipment and supplies necessary for the operation of the clinic.
6. Please describe what medical services will be referred out to other providers. However, if you have these services, such as physical therapy, X-Ray, etc. on-site, please identify the price for each service.

D. Responsiveness

The RFP will be evaluated based on how well the Respondent has responded to each section of the RFP.

Respondents are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered an opportunity for Respondents to correct errors contained in their proposals.

City's Reservation of Rights. Upon submission of a proposal in response to this RFP, each Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal.

1. All costs incurred by the Respondent in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Respondent.

2. The City reserves the right, in its sole discretion, to reject for any reason any and all responses or components thereof and to eliminate any and all Respondents responding to this RFP from further consideration.
3. The City reserves the right, in its sole discretion, to reject any Respondent that submits incomplete responses to this RFP, or a proposal that is not responsive to the requirements of this RFP.
4. The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
5. All proposals in response to this RFP shall become the property of the City and will not be returned.
6. All proposals in response to this RFP, and any and all portions thereof, shall constitute public records, except as specifically exempted, subject to public disclosure, in accordance with Kansas Open Records Act.
7. The City may request that Respondents personally attend or send representatives to the City for interviews and a demonstration of Respondent's proffered services.
8. Neither the City, nor its agents, officials, nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of any proposals crafted in response to this RFP.
9. The City's name, logo, seal, etc. shall not be used without prior, expressed, written consent of the City.

VII. Award of Agreement. It is anticipated that the successful Respondent or Respondents will be awarded a non-exclusive agreement, which will have a term beginning upon the date of execution, with the option to renew for four (4) additional one (1) year terms. Any extension of the agreement must be in writing and the only condition that shall be permitted to be altered or changed in any extension is the sum to be paid to the Respondent and the method of computing the same. Notwithstanding the foregoing, the City will have the right to terminate the agreement, with or without cause, upon thirty (30) days written notice. The agreement with the successful Respondent (s) (if any) shall include the terms of this RFP together with those terms of the Respondent's proposal, which are not inconsistent with the RFP, and which have been specifically accepted by the City.

VIII. Terms and Renewal. The term of the Agreement shall be for one (1) year with the option to extend four (4) one (1) year extensions. In the event that the City exercises such rights, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

- IX. Inquiries. All inquiries concerning this RFP are to be directed to the following as outlined below. Requests for information and/or questions will be addressed and posted as they are received. Responses will be posted on the City's internet site, <http://www.opkansas.org/Bids-And-Proposals>. Any request received after the deadline will not be addressed. All responses will be posted on the City's website by July 22, 2021.

Michael Garcia
Chief Human Resources
City of Overland Park
8500 Santa Fe Drive
Overland Park, KS 66212
Phone: (913) 895-6121
Email: mike.garcia@opkansas.org

- X. Additional Requirements. The Respondent must agree to the terms and conditions as set forth in the Agreement for Services Related to the Occupational Health Services and Safety Program, a copy of which is attached hereunto as Exhibit A and made part of this RFP.
- XI. Insurance Requirements. Respondent shall maintain for the duration of the agreement, the appropriate insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of work by the Respondent, its agents, representatives, employees or subcontractors. Proof of insurance shall be required upon award of an Agreement for services.

A. General -

Respondent shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Respondent shall provide certificates of insurance and renewals thereof on forms approved by City. City shall be notified by receipt of written notice at least thirty (30) days prior to cancellation of any policy listed on the Certificate.

B. Notice of Claim Reduction of Policy Limits –

Respondent, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Respondent shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Respondent's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. Respondent shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

C. Commercial General Liability:

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

Name City of Overland Park as "Additional Insured."

D. Automobile Liability:

Policy shall protect Respondent against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in an amount of no less than \$1,000,000 combined single limit.

Name City of Overland Park as "Additional Insured."

E. Workers' Compensation and Employer's Liability:

This insurance shall protect Respondent against all claims under applicable state workers' compensation laws. Respondent shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory Employer's Liability:
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

F. Medical Professional Liability (Claims made):

\$200,000 per claim/\$600,000 annual aggregate including Health Care Stabilization Fund limits of \$800,000 per claim/\$2,400,000 annual aggregate (\$1,000,000/\$3,000,000 combined)

G. Cyber Insurance:

\$3,000,000 policy limit, Privacy & Security Liability, Breach Response, Cyber Extortion and PCI fines, Penalties & Assessments

H. Industry Ratings:

City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Kansas;
2. Carries a Best's policyholder rating of A- or better; and

3. Carries at least a Class VIII financial rating; or
4. Is a Carrier mutually agreed upon by City and Respondent.

Certification of insurance coverage shall be on City's standard Certificate of Insurance form or on forms acceptable to City.

- XII. Right to Reject Proposal. The City reserves the right to reject any or all Proposals, and all or part of a Proposal, and to disregard typographical, mathematical, or obvious errors. The City further reserves the right to waive informalities, technical defects, and minor irregularities in the Proposals. The City will not pay costs incurred by respondents in the preparation of their Proposal. All Proposals and related reference information submitted in response to this RFP will become the property of the City and will not be returned. Each entity submitting a Proposal waives any right of confidentiality as to the Proposal documents. If an entity submitting a Proposal considers certain material in the Proposal proprietary information, it shall clearly designate those portions of the Proposal it wishes to remain confidential and shall clearly state what exception to the Kansas Open Records Act, K.S.A. 45-215 et seq (the "Act") applies. Pursuant to the Act, the City is subject to making records available for public disclosure. The City will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made.

XIII. General Requirements

- A. Kansas Fee Schedule. The Respondent shall accept the Kansas Fee Schedule as part of the workers' compensation program.
- B. Conflict and Priority. In the event that a conflict is found between provisions in any Agreement arising from this Request for Proposals, the successful Respondent's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Agreement; 2) Request for Proposals; and 3) Respondent's Proposal.
- C. Assignment. Respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement awarded pursuant to the issuance of this RFP, or of any right, title, or interests therein, or the power to execute such agreement, to any other person or corporation without the previous consent in writing of the City.
- D. Public Record. All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- E. Respondent shall provide the City with notification if it participates in any re-pricing programs.

XIV. Non-Discrimination During the performance of this Agreement, Respondent agrees that:

- A. Respondent shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), Overland Park Municipal Code Section 8.10, and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation, or gender identity/expression, or any other characteristic now or hereafter protected by applicable state law;
- B. In all solicitations or advertisements for employees, Respondent shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission ("Commission");
- C. If Respondent fails to comply with the manner in which Respondent reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Respondent shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by City;
- D. If Respondent is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, or Overland Park Municipal Code Section 8.10, Respondent shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by City;
- E. Respondent shall include the provisions of Subsections 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or Respondent.
- F. To the extent applicable to the Respondent, the Respondent further agrees that it shall comply with Title VII of the Civil Rights Act of 1964 and all amendments thereto (42 U.S.C. 2000e et seq.), the Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act of 1990) and all amendments thereto (29 U.S.C. 621 et seq.), the Americans With Disabilities Act of 1990 and the Americans with Disabilities Act Amendment Act of 2008 and all amendments thereto (42 U.S.C. 12101 et seq.), the Family and Medical Leave Act of 1993 and all amendments thereto (29 U.S.C. 2601 et seq.), the Fair Labor Standards Act of 1938 and all amendments thereto (29 U.S.C. 201 et seq.), as well as with all other applicable federal, state and local laws, ordinances and regulations applicable to the Services, including but not limited to (a) Immigration Reform and Control Act (including verifying each individual's eligibility to work in the United States and completing required paperwork such as Form I-9); (b) Fair Credit Reporting Act including complying with all initial notice, written consent, pre-adverse action notice and adverse action notice requirements under said law in connection with obtaining or using a background investigation report for employment purposes or in connection with taking adverse employment action based in whole or in part on a background investigation report. Respondent shall

also furnish any certification required by any federal, state or local governmental agency in connection therewith.

- XV. Disputes and Resolutions. All complaints or grievances of respondents should be first submitted in writing to the Administrator, Loss Prevention and Safety who will take prompt remedial action. The Administrator, Loss Prevention and Safety shall investigate the validity of the complaint and present the findings in writing to the Respondent. If the Respondent is dissatisfied with the remedies as determined by the Administrator, Loss Prevention and Safety, the Respondent may then make an appeal to the Chief Human Resources Officer.

Section A
Company Information

1. Company Name:

Address:

City, State, Zip:

Phone Number:

Title:

Phone:

Signature:

2. Company Official Submitting This Proposal:

Name:

Address:

City, State, Zip:

Title:

Phone:

Signature:

3. Primary Company Contact Person Regarding This Proposal:

Name:

Address:

City, State, Zip:

Title:

Phone:

Signature:

Section B
References

1. Organization Name:
Street Address:
City, State, Zip:
Contact Name:
Title:
Phone:
Email Address:

2. Organization Name:
Street Address:
City, State, Zip:
Contact Name:
Title:
Phone:
Email Address:

3. Organization Name:
Street Address:
City, State, Zip:
Contact Name:
Title:
Phone:
Email Address:

4. Organization Name:
Street Address:
City, State, Zip:
Contact Name:
Title:
Phone:
Email Address

Section C

PRICE PROPOSAL PAGE

MUST BE COMPLETED

Respondents shall provide a lump sum amount that will indicate the total cost for the services requested. In addition to the total cost, the price page is to display the individual cost for each service requested. See Price Page below.

The initial agreement shall be for a term of one year. The agreement may be renewed at the City's option, one year at a time, for a maximum of four additional years, provided that services have been provided in a manner acceptable to the City .there is either no increase in the rate, or thee is only a minimal increase acceptable to the City

Each proposal must include a statement as to availability to cover and provide physician services on the respondent's current site for Occupational Health Services from 8:00 a.m. to 5:00 p.m. Monday through Friday, weekends and holiday hours.

The organization that will operate the clinic will be responsible for malpractice insurance, adequate staffing and all equipment and supplies necessary for the operation of the clinic.

Please describe what medical services will be referred out to other providers. However, if Respondent has these services, such as physical therapy, X-ray, etc. on site, please identify the pricing of each service.

All respondents shall submit pricing for the following:

I. Special Medical Evaluation

To include: Second Opinions and certain other special circumstances such as recommendations/suggestions for reasonable accommodation under the Americans with Disabilities Act, as amended

Medical Director Consultation \$

II. Return to Work/Fitness for Duty

Services	Cost(s)
Examination Low Complexity	\$
Examination Intermediate Complexity	\$
Examination Comprehensive Complexity	\$
Medical Records Review Low Complexity	\$
Medical Records Review Intermediate Complexity	\$
Medical Record Review Comprehensive Complexity	\$
Firefighter Functional Capacity Evaluation	\$
Physical Abilities Testing Level 1	\$
Physical Abilities Testing Level 2	\$
Physical Abilities Testing Level 3	\$

III. Pre-Employment Services

Services	Cost(s)
Medical History Questionnaire	\$
Non-Dot Physical	\$
DOT Physical	\$
Non-DOT Drug Screen (10 panel)-Urinalysis	\$
Non-DOT Drug Screen (10 panel)-Oral Swab	\$
DOT Drug Screen (5 panel)	\$
Audiometry	\$
Vision Test	\$
Hepatitis B Titer	\$
Hepatitis A (2 Series)	\$
Hepatitis B (3 Series)	\$
Twinrix (Hepatitis A and Hepatitis B)	\$
Spirometry	\$
Treadmill with EKG Interpretation	\$
TB Skin Test	\$
Complete Blood Count	\$
Comprehensive Metabolic Panel	\$
Physical Abilities Testing Level 1	\$
Physical Abilities Testing Level 2	\$
Physical Abilities Testing Level 3	\$
Incomplete Essential Function Testing	\$
Medical Review Officer Services	\$
Medical Review Officer and Lab Services Only	\$
Occult Blood Screening	\$
Aquatics-Special Services (Saturday)	
Onsite Testing	\$
Additional Staffing	\$

III. Other Services Fee Schedule

Services	Cost(s)
Clandestine DEA Examination	
Audiometry	\$
Lab Profile	\$
EKG with Interpretation and Report	\$
Heavy Metal (As Requested)	\$
Respirator Medical Certification	\$
Clandestine Medical Certification	\$
Skin Allergy Review	\$
Hazard Exposure Review	\$
Spirometry	\$
TB Skin Test	\$
Treadmill with EKG Interpretation (If Medically Necessary)	\$

Vision	\$
X-Ray, 2 View, PA & Lateral	\$
Dive Team Examination	
Medical Questionnaire	\$
Audiometry	\$
Behavioral Health Questionnaire	\$
Lab Profile	\$
EKG with Interpretation and Report	\$
Respirator Protection Examination	\$
Respirator Questionnaire	\$
Respirator Written Opinion	\$
Spirometry	\$
Vision	\$
Rabies Vaccine-Pre-Exposure	
Patient Consult	\$
Vaccine	\$
Bomb Squad Examination	\$
Audiometry	\$
Chest X-Ray, PA and Lateral, 2 Views	\$
Lab Profile	\$
EKG with Interpretation and Report	\$
Digital Rectal Exam (Optional)	\$
Completion of Examination Form	\$
Occult Blood Screen	\$
Tonometry (Optional)	\$
TB Skin Test	\$
Treadmill with EKG Interpretation (Physician's Discretion)	\$
Vision	\$
SWAT Team Examination	\$
Respiratory Protection Examination	\$
Respirator Questionnaire Review	\$
Respirator Certification	\$
Spirometry	\$
Vision	\$
Chest X-Ray, 2 View, PA and Lateral	\$
Fit Test	
Qualitative Fit Test	\$
Quantitative Fit Test	\$
Drug and Alcohol Testing	
Random Drug	\$
Follow Up Drug	\$
Random Alcohol	\$
Follow up Alcohol	\$
Other Drug and Alcohol Testing	
Drug-Reasonable Suspicion	\$

Drug-Post Accident	\$
Alcohol-Reasonable Suspicion	\$
Alcohol-Post Accident	\$

IV. Special Services Fee Schedule

Services	Cost(s)
Ergonomic Workstation Evaluation	\$
Blood Alcohol (Venipuncture-OIS)	\$
Creation of Physical Abilities Testing	\$

V. Workers' Compensation

Services	Cost(s)
Initial Office Visit	\$
Established Office Visit	\$
Physical Therapy	\$
Occupational Therapy	\$
X-Ray	\$

The Respondent will provide a list of occupational health services related to the worker's compensation services with a list of associated cost.

(Agreement will be modified after Contractor has been selected.)

Attachment A

Agreement

Between

The City of Overland Park

and

For Services Related to Occupational Health and Safety Program

**Agreement
(Occupational Health and Safety Services)
(Draft)**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Overland Park, Kansas, (hereinafter the “City”), and _____, (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, the City of Overland Park desires to obtain comprehensive occupational health and safety services; and

WHEREAS, the Contractor desires to supply the City with said services; and

WHEREAS, City and Contractor desire to enter into an agreement setting forth the terms and conditions of their understanding as regards the services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I – SCOPE OF SERVICES

Contractor agrees to provide comprehensive occupational health and safety services as set forth in Exhibit A (RFP) attached hereto and incorporated herein by reference (hereinafter the “Services”).

SECTION II - PAYMENT TERMS

City will make payment to Contractor within thirty (30) days after receipt of undisputed invoice. City will make payments when due in the form of a check, credit card payment, or wire transfer to Contractor.

SECTION III - TERM AND TERMINATION

Terms and Renewal. The term of the Agreement shall be for one (1) year with the option to extend four (4) one (1) year extensions. In the event that the City exercises such rights, all terms, conditions and provisions of the original Agreement shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Termination of Agreement. The City shall have the unilateral right to terminate any Agreement awarded, with or without cause, upon thirty (30) days written notice to the Respondent.

If termination shall be without cause, the City shall pay the Respondent, all compensation earned to the date of termination. If the termination shall be for breach of this Agreement by

the successful Respondent, the City shall pay all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Respondent shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of the Agreement by the Respondent. The City may, in such event, withhold payments due to the Respondent for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties shall be relieved from all obligations, without penalty, under this Agreement.

SECTION IV - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Contractor warrants that it will not accept any fee, commission, percentage, gift, or other consideration from any third party for the performance of any work under the Agreement.

SECTION V - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written contract.

SECTION VI - INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and as such is not an employee of the City. Contractor is responsible for any and all federal, state, and local taxes.

SECTION VII – PERFORMANCE MONITORING

The City will monitor the performance of the successful Respondent against goals and performance standards. Substandard performance as determined by the City will constitute non-compliance with the Agreement. If action to correct such substandard performance is not

taken by the Respondent within a reasonable period of time, as determined by the City, after being notified by the City, Agreement termination procedures will be initiated.

SECTION VIII – NON-DISCRIMINATION

Non-Discrimination During the performance of this Agreement, Respondent agrees that:

Respondent shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.), Overland Park Municipal Code Section 8.10, and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry, age, sexual orientation, or gender identity/expression, or any other characteristic now or hereafter protected by applicable state law;

In all solicitations or advertisements for employees, Respondent shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission ("Commission");

If Respondent fails to comply with the manner in which Respondent reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Respondent shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by City;

If Respondent is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, or Overland Park Municipal Code Section 8.10, Respondent shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by City;

Respondent shall include the provisions of Subsections 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or Respondent.

To the extent applicable to the Respondent, the Respondent further agrees that it shall comply with Title VII of the Civil Rights Act of 1964 and all amendments thereto (42 U.S.C. 2000e et seq.), the Age Discrimination in Employment Act of 1967 (including the Older Workers Benefit Protection Act of 1990) and all amendments thereto (29 U.S.C. 621 et seq.), the Americans With Disabilities Act of 1990 and the Americans with Disabilities Act Amendment Act of 2008 and all amendments thereto (42 U.S.C. 12101 et seq.), the Family and Medical Leave Act of 1993 and all amendments thereto (29 U.S.C. 2601 et seq.), the Fair Labor Standards Act of 1938 and all amendments thereto (29 U.S.C. 201 et seq.), as well as with all other applicable federal, state and local laws, ordinances and regulations applicable to the Services, including but not limited to (a) Immigration Reform and Control Act (including verifying each individual's eligibility to work in the United States and completing required paperwork such as Form I-9); (b) Fair Credit Reporting Act including complying with all

initial notice, written consent, pre-adverse action notice and adverse action notice requirements under said law in connection with obtaining or using a background investigation report for employment purposes or in connection with taking adverse employment action based in whole or in part on a background investigation report. Respondent shall also furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION IX – INSURANCE REQUIREMENTS

Respondent shall maintain for the duration of the agreement, the appropriate insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of work by the Respondent, its agents, representatives, employees or subcontractors. Proof of insurance shall be required upon award of an Agreement for services.

General -

Respondent shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Respondent shall provide certificates of insurance and renewals thereof on forms approved by City. City shall be notified by receipt of written notice at least thirty (30) days prior to cancellation of any policy listed on the Certificate.

Notice of Claim Reduction of Policy Limits –

Respondent, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify City, providing full details thereof, including an estimate of the amount of loss or liability.

Respondent shall monitor and promptly notify City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by this Agreement) if Respondent's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. Respondent shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to City.

Commercial General Liability-

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

Name City of Overland Park as "Additional Insured."

Automobile Liability-

Policy shall protect Respondent against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles in an amount of no less than \$1,000,000 combined single limit.

Name City of Overland Park as "Additional Insured.

Workers' Compensation and Employer's Liability-

This insurance shall protect Respondent against all claims under applicable state workers' compensation laws. Respondent shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory Employer's Liability:
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Medical Professional Liability (Claims made): \$200,000 per claim/\$600,000 annual aggregate including Health Care Stabilization Fund limits of \$800,000 per claim/\$2,400,000 annual aggregate (\$1,000,000/\$3,000,000 combined)

Cyber Insurance: \$3,000,000 policy limit, including Privacy & Security Liability, Breach Response, Cyber Extortion and PCI Fines, Penalties & Assessments

Industry Ratings-

City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Kansas;
2. Carries a Best's policyholder rating of A- or better; and
3. Carries at least a Class VIII financial rating; or
4. Is a Carrier mutually agreed upon by City and Respondent.

Certification of insurance coverage shall be on City's standard Certificate of Insurance form or on forms acceptable to City.

SECTION X - INDEMNITY

Definition: For purposes of indemnification requirements, the term "Loss" shall have the meaning set forth as follows:

"Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

Indemnity: For purposes of this Agreement, Contractor hereby agrees to indemnify, defend and hold harmless City, its agents and/or employees from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.

It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of City or any third party for whom Contractor is not responsible.

SECTION XI - GENERAL PROVISIONS

This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement except such representations as are specifically set forth in this document and each of the parties acknowledges that it has relied on its own judgment in entering into this Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

It is the intention of the parties that this Agreement and the performance hereunder, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Kansas and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Kansas shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The titles to sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during City's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available

The Contractor shall fully cooperate with the City in the event a claim is asserted against the City or against both the City and Contractor for violation of any law applicable to the contract personnel assigned to the City.

SECTION XII - APPLICABLE LAW

The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

SECTION XIII - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

NAME OF CONTRACTOR

By: _____

Printed Name _____

Title _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

BE IT REMEMBERED, That on this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, President of _____, a corporation duly organized, incorporated and existing under and by virtue of the laws of _____ who is personally known to me to be the same person who executed as such officer the foregoing instrument on behalf of the Corporation, and such person duly acknowledged the execution of the same to be the act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal
the day and year last above written.

My Commission Expires:

Notary Public