

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER 3000

**TITLE OF WORK PROJECT
Post-Offer Physical Capacity Testing and Medical Exams**

This contract is between the City of Portland ("City," or "Bureau") and Providence Health & Services - Oregon, hereafter called Consultant. The City's Project Manager for this contract is Dawn Jansen.

Effective Date and Duration

This contract shall become effective on November 17, 2014. This contract shall expire, unless otherwise terminated or extended, on December 31, 2019.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$500,000 for accomplishment of the work.
- (b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): Providence Health & Services - Oregon

Address: 4400 NE Halsey St, Suite 495, Portland, OR 97213

Employer Identification Number (EIN): 93-0823489

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 649509

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Contractor shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than

\$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☐/ Applicable / X Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒/ Applicable / ☐/ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

31. Conflict of Interest

Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The City requires services to perform post offer medical examinations, job analysis to determine the appropriate post offer physical capacity testing, and annual medical surveillance examinations to determine an individuals' capacity to perform the *essential* job functions within a reasonable period of time.

The Consultant shall maintain and enhance the City's comprehensive, cost-effective, and ongoing physical examination and medical surveillance program which includes post-offer medical examinations, fitness for duty examinations, drug testing and physical capacity tests, DMV exams and DOT- and OSHA- mandated physical examinations. This program is administered through the Bureau of Human Resources, but coordinated through various operating bureaus and divisions of the City government.

The Consultant shall perform the services listed below and shall be expected to work closely with designated City personnel.

1. Coordinate with the City in an ongoing fashion to address changing business needs, such as, but not limited to, the addition of job classifications or job duties for a specific job classification, or changes in regulatory requirements and/or Bureau specific protocols.
2. Conduct post-offer medical examinations and include, if necessary, physical capacity tests
 - a. After the offer of employment is made but prior to placement, the Contractor will determine the candidate's ability to perform the duties of the work.
 - b. The City will provide the Consultant with job description information for the job classes being tested.
 - c. In coordination with the City, the Consultant shall evaluate the job description information and determine medical protocols for examination, including (if necessary) a custom designed Physical Capacity Test (PCT).

- d. The Consultant shall obtain a complete health history and reviews a candidate's occupational history, performs a medical examination and, if necessary, performs other testing essential to a comprehensive evaluation.
 - e. Consultant's Medical staff will provide the City with pass/fail recommendations and determine potential limitations based on medical evaluation relative to the essential job functions of the job classification.
 - f. Consultant will provide Varicella vaccination as necessary at the time of pre-placement exam.
 - g. Consultant will provide Tdap (Tetanus, Diphtheria and Pertussis) vaccination for adults as necessary at the time of post-offer exam.
3. Conduct fitness for duty exams to determine if an employee currently employed by the City is physically and mentally capable to perform the tasks of their job with or without reasonable accommodation. Fitness for duty examinations would be based on selected individuals rather than by selected job classifications.
- a. Consultant's Medical staff shall evaluate job description information and utilize the medical examination, physical capacity testing and any other testing essential to determine suitability of employee for their current essential job functions.
 - b. Consultant's Medical staff shall provide pass/fail recommendations and limitations based on medical evaluation and the essential job functions of the job classification.
 - c. Consultant's Medical staff shall provide recommended protocols for each individual being tested. Consultant shall also provide recommendations of what accommodations may be necessary to perform the essential job functions.
 - d. Consultant shall also perform a review of an employee's medications to determine if they render the subject employee unable to perform the assigned work.
4. Conduct Physical Qualification for Respirator Use tests for employees designated by the City at the time of hire and annually thereafter to provide a baseline to determine the employee's physical qualifications to use negative and/or positive pressure respiratory protective equipment. Examinations shall assure the appropriate use of respiratory protective equipment, and monitor the employee's physical suitability for respirator use. Once the initial baseline exam is complete, OSHA now allows for employers to complete a medical questionnaire form in lieu of an annual physical exam. Once the questionnaire is completed and reviewed the Consultant's Medical staff will then determine whether a physical exam is necessary based on the employee risk factors.

There are approximately 500 employees in classifications which may require the use of respiratory equipment.

- 5. Conduct Respirator Fit Tests for employees designated by the City at the time of hire or promotion to ensure appropriate fit of negative and/or positive pressure respiratory protective equipment.
- 6. The City may require certain employees or individuals leaving the City who have had respirator exams to go through a medical surveillance exit exam.
 - a. The exam consists of: interim medical questionnaire, exam, spirometry and audiometry.
 - b. The Consultant's Medical staff shall make a comparison between the exit exam and the baseline test and note changes in a final medical report to the City for inclusion in employee's medical file.
 - c. The City employee should have an exit exam to assure there has been no change in health from the previous examination.
- 7. The State and Federal governments require by law that certain medical examinations be done. Some examinations are for continued certification or licensing; others are baseline testing. For example, Department of Transportation (DOT) medical examinations are required for employees with commercial driver's licenses (CDL). There are approximately 440 CDL licensed drivers in the City. These examinations are given every two years for most drivers. Some drivers may be required to have examinations more frequently. Consultant will conduct these medical examinations as needed.
 - a. The Consultant shall provide the City with a list of their DOT-certified Qualified Medical Examiners, including name, title and location.
 - b. Following the DOT medical examination, the Consultant will provide the renewal medical card to

the employee and send the Motor Carrier copy to the bureau in which the employee is employed.

8. If necessary, Consultant shall assist City staff to prepare for arbitration/unemployment hearings resulting from failure to pass examinations.
 - a. If necessary, Consultant shall testify in arbitration/unemployment hearings resulting from failure to pass examinations.
9. Consultant shall provide language translation services as necessary.
10. The Consultant shall provide Administrative Services in support of the physical examination and medical surveillance program in a manner consistent with the City's program goals and all federal and state regulations and shall include but not be limited to:
 - a. Maintain the medical records at the Consultant's site/location in keeping with applicable laws.
 - b. Meet records confidentiality requirements.
 - c. Ensure availability of records to the City's Bureau of Human Resources and/or designated operating bureau representative as requested.
 - d. Provide the City with periodic reports that include the number of medical examinations performed, the cost of each examination, the major components of each examination, the job classification for which each examination was performed and whether the determination was a pass or fail.
 - e. Provide program process ideas and form samples to be used in efficiently administering an on-going medical evaluation program for an organization as large and diverse as the City of Portland.
 - f. Send supplemental copies of exams, where applicable, to other contacts officially supporting the City's physical exam and surveillance program (e.g. once an audiometric baseline exam is complete a copy of the baseline shall be sent to the City's Hearing Conservation Contractor, etc.)

DELIVERABLES

Deliverables shall be considered those tangible resulting work products that are to be delivered to the City such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings, medical protocols, records and reports. All deliverables and resulting work products from this contract will become the property of the City of Portland.

DELIVERABLES AND SCHEDULE

- Provide electronic copies of individual test with results within 48 hours of completion of test.
- Provide a list of protocols for each test upon request.
- Present any new testing criteria as needed.
- Present new testing protocols and criteria based on job evaluation or changes in typical job duties as requested.
- Provide quarterly reports, within 30 days of the end of each quarter, that include the number of medical examinations performed, the cost of each examination, the major components of each examination, the job classification for which each examination was performed and whether the determination was a pass or fail.
- Provide a medical questionnaire form to be used in lieu of annual physical exam to determine physical qualification for respirator use.
- Send a copy of audiometric baseline exams to the City's Hearing Conservation Program Contractor and the City's Project Manager.
- Provide the final medical reports based on medical surveillance Exit Exams within 5 working days following Exit Exams

SCOPE OF CITY SERVICES

To assist the Contractor in carrying out its obligations the City will provide:

- A list of job classifications requiring pre-employment medical and physical capacity testing.
- A contact person within each Bureau as appropriate.
- Advance notice of employees needing medical examinations.
- Access to job sites if needed to perform work under the contract.
- Type of respirators utilized by the City of Portland.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Mona Ando Cooper, Supervisor Occupational Medicine	Project Manager
April Hettman, Account Executive Workplace Health Services	Account Management
Michael Korpa D.O.	Medical Director
David Golda	Director of Occupational Medicine
Aimee Tinkle	Clinic Supervisor
Trevor Task	Occupational Therapist
Various Medical Practitioners	

SUBCONSULTANTS:

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
NONE		\$

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

The maximum that the Consultant can be paid on this contract is \$500,000.00 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The billing rates shall not exceed those set forth below. The agreed to schedule of fees for specific service is listed below:

Exams:

Pre placement Exam	\$65.00
Fitness for Duty Exam	\$115.00
Firefighter Exam.....	\$115.00

Department of Transportation Exams:

Department of Motor Vehicle Exam (CDL/New Hire or Recert)	\$70.00
DOT Qualification (if performed with Standard Pre placement Exam)	\$20.00

Physical Capacity Testing:

Physical Capacity Test Development	\$225.00/hour
Physical Capacity Test Revalidation or Change to Existing PCT	\$225.00/hour
Physical Capacity Test (performed after exam)	\$63.00 – 85.00

Drug and Alcohol Testing:

Non Federally Mandated Urine Drug Screens (collection, lab, MRO)	\$32.00 – 46.00
(price varies depending on drugs requested)	

Non Federally Mandated Urine Drug Screens (collection only).....	\$19.00
Federally Mandated Urine Drug Screens (collection only).....	\$23.00
Express Drug Screen with MRO Review of Non Negatives.....	\$43.00
Breath Alcohol Testing	\$30.00

Audiometric Testing:

Audiometry.....	\$25.00
Audiometry with Hearing Conservation Reporting	\$55.00

Respirator Evaluations:

Respirator Questionnaire	\$25.00
Respirator Exam	\$50.00
Respirator Qualification (if performed with Pre placement Exam)	\$25.00
Spirometry with Exam or Qual	\$36.00
Respirator Fit Test	\$40.00

Miscellaneous Services (that may be combined with exams):

Audiometry.....	\$25.00
Titmus Vision Test	\$25.00
Chest X-ray PA (one view).....	\$75.00
Chest X-ray PA and LAT (two view)	\$95.00
Venipuncture (blood draw).....	\$15.00
Chemistry Screen (occupational panel)	\$33.00
Complete Blood Count (CBC w/Differential)	\$22.00
HIV Misc Antibody Test	\$53.00
Hepatitis C Antibody Test	\$60.00
Ishihara (color vision test)	\$10.00
Varicella Titer.....	\$60.00
Hepatitis B Surface Antibody Test	\$45.00
Tuberculosis Skin Test	\$20.00
Urinalysis Dip.....	\$15.00
Urinalysis Micro	\$20.00
Measles, Mumps and Rubella Vaccination.....	\$75.00
Tetanus/Diphtheria	\$40.00
Tetanus, Diphtheria, Pertussis	\$66.00
Varicella Vaccination	\$115.00
Stress Treadmill.....	\$250.00
Record Review with an exam, brief (if indicated)	\$25.00
Record Review with an exam, extended (if indicated)	\$50.00
Exam Follow Up Brief (if indicated)	\$55.00

No Show Fees:

No Show Pre placement Exam (Post Offer)	\$65.00
No Show Fitness for Duty Exam	\$115.00
No Show Firefighter Exam	\$115.00
No Show DOT Exam.....	\$70.00
No Show Respirator Exam	\$50.00

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual examined, requesting bureau, and detailed itemization of services provided. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Contractor Signature

Date

Entity

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

- 1 The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
- 2 Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
- 3 The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - D. Labor or services are performed only pursuant to written contracts;
 - E. Labor or services are performed for two or more different persons within a period of one year; or
 - F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE
 ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

- 1 The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
- 2 The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
- 3 The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
- 4 The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
- 5 Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature

Date

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland, and hereby certify I am an independent contractor as defined in ORS 670.600.

David Golda

BY: 

Date: 9/2/14

Name: David Golda

Title: Director of Occupational Medicine

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

CITY OF PORTLAND SIGNATURES:

By: _____

Bureau Director

Date: _____

10-15-14

By: _____

Chief Procurement Officer

Date: _____

By: _____

Elected Official

Date: _____

10/16/14

Gail Shibley
Chief of Staff
Mayor Charlie Hales

Approved: _____

By: _____

Office of City Auditor

Date: _____

APPROVED AS TO FORM

Approved as to Form: _____

By: _____

Office of City Attorney

Date: _____

10/15/14

CITY ATTORNEY



PROVHEA-03

TOERGER

DATE (MM/DD/YYYY)

9/22/2014

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moloney, O'Neill, Corkery & Jones Inc 818 W Riverside #800 Spokane, WA 99201	CONTACT NAME:	PHONE (A/C, No, Ext): (509) 325-3024	FAX (A/C, No): (509) 325-1803
	E-MAIL ADDRESS:		
INSURED Providence Health & Services - OR 4400 NE Halsey, Bldg 1, Ste 289 Portland, OR 97213	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		AS2661066606014	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Portland and its bureaus/divisions, officers, agents and employees are additional insured with respect to the activities to be performed. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

City of Portland Bureau of Human Resources 1120 SW 5th Ave Room 404 Portland, OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

186869

DATE (MM/DD/YYYY)
09/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Jennifer Caudebec - 206-214-3156	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corp. NAIC # 15105 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
24910-00000-922-14-16 OR OREGO	
INSURED Providence Health & Services 1801 Lind Avenue SW #9016 Renton, WA 98057-9016	

COVERAGES**CERTIFICATE NUMBER:**

SEA-002495668-01

REVISION NUMBER: 1

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4050078 SIR: \$1,000,000	01/01/2014	01/01/2016	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

APPROVED AS TO FORM

CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Providence Occupational Medicine - CONTRACT NUMBER 3000

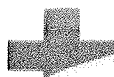
CERTIFICATE HOLDERCity of Portland
1120 SW 5th Ave
Portland, OR 97204**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Helen A. Vrabel

Helen A. Vrabel



PROVIDENCE

Health & Services

186869

CERTIFICATE OF INSURANCE

Producer:	Insured:
Providence Health & Services 1801 Lind Avenue SW #9016 Renton, WA 98057-9016	Providence Occupational Health Services 1750 NW Naito Parkway, Suite 100 Portland OR 97209-2530

Coverages:

Effective 6/1/03 Providence Health & Services Self-funded Professional and General Liability Program covers the employees of Providence Health & Services (PH&S) while acting within the scope and during the course of their employment with Providence Health & Services, for all acts that are normally covered by customary professional liability insurance policies. This program is continuous and does not expire; however, termination of employment terminates coverage for future acts.

Type of Insurance:

Professional and General Liability:

Professional and General Liability, Errors and Omissions (malpractice)
Contractual Liability, Managed Care,
Includes Fire Damage, Legal.
Because this is funded through a PHS trust
there is no "policy number"

Limits:

General Aggregate	\$ 3,000,000
Products - Comp/Op Agg	\$ Included
Personal & Adv Injury	\$ Included
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ Included
Medical Expense (Any one person)	\$ Included

Policy Effective Dates:

Coverage provided by Providence Health & Services Self-Insured Professional and General Liability Program is continuous and applicable to all professional liability claims occurring while the Providence Health & Services employs the provider irrespective of when a claim is made and shall not be reduced or canceled without thirty (30) days' written prior notice.

Re: Agreement between City of Portland and Providence Occupational Health for Professional, Technical, or Expert Services

This certificate is to assure that Providence Health and Services and its employees, while working within the course and scope of their employment duties, and City of Portland, its agents and its bureaus/divisions, officers, agents and employees are Additional Insureds as respects the above location for negligent liability incurred directly as a result of Providence Health and Services operations. The assurance as extended City of Portland, its agents and its bureaus/divisions, officers, agents and employees is limited to general liability and to any agreed Hold Harmless and Indemnification provisions as outlined by the agreements. Unilateral Hold Harmless & Indemnity provisions are unacceptable. The self insurance program cannot be, and will not be extended to provide primary coverage for another's own duties, responsibilities, errors, and omissions.

Certificate Issued with express authorization of Providence Health & Services, Bill Reisbick, System Director, Risk Management

APPROVED AS TO FORM

Certificate Issued To:

City of Portland
1120 SW Fifth Ave, Room 404
Portland, OR 97204

CITY ATTORNEY 10/15/14

Date Issued: September 16, 2014

This document is conferred as information only, does not alter coverage afforded by the Self-Insurance Plan in any way, and guarantees the holder no rights beyond those extended in the policy.



PROVIDENCE

Health & Services

1801 Lind Avenue SW #9016
Renton, WA 98057-9016

Tel 425-525-3395
Fax 425-525-3811