

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BANNER OCCUPATIONAL HEALTH SERVICES**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23rd day of December, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Banner Occupational Health Services, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2012, the City of Peoria, Arizona entered into a contract with Contractor to purchase the goods and services described in the Occupational Medical and Drug Testing Services, Request for Proposal No. P12-0028, which is attached hereto as **Exhibit A**. The Occupational Medical and Drug Testing Services contract permits its cooperative use by other governmental agencies including the City. The Occupational Medical and Drug Testing Services contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit A**, purchases can be made by governmental entities from the date of award, which was July 1, 2012, until the date the contract expires on June 30, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond June 30, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2015. In the event the Cooperative Purchasing Agreement is extended, the City may renew the term of this Agreement for an additional two years, in one-year periods until the Cooperative Purchasing Agreement expires. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate each one year renewal.

2. Scope of Work: Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit A**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement. The "City of Glendale" is substituted for "City of Peoria" or similar reference to the City of Peoria throughout the Cooperative Purchasing Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit A** hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Forty Nine Thousand dollars (\$49,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

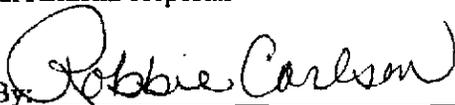
“City”

City of Glendale, an Arizona
municipal corporation

By: 
Brenda S. Fischer
City Manager

“Contractor”

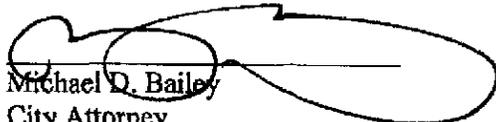
Banner Occupational Health Services
an Arizona corporation

By: 
Name: ROBBIE CARLSON
Title: VPOF OPS, BANNER MEDICAL
GROUP, AZ WEST

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

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AND
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In the event the Cooperative Purchasing Agreement is extended,

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Banner Occupational Health Services
an Arizona corporation

By: _____
Brenda S. Fischer
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney



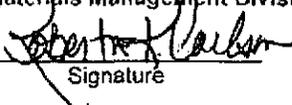
CONTRACT AMENDMENT

Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Haug

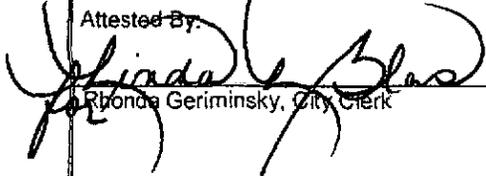
Solicitation No. P12-0028 Page 1 of 1
 Description: Occupational Medical and Drug Testing Services
 Amendment No. Four (4) Date: July 7, 2014

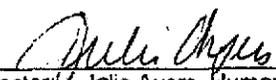
The contract is being amended to add Random Pull Fees at a rate of \$25 each to the Price Sheet.

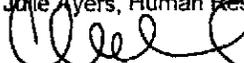
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

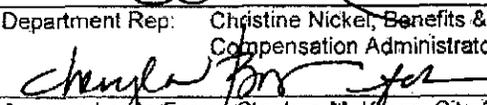
	7-31-14	Roberta K. Carlson, VP of OPS	Banner Occupational Health	
Signature	Date	Typed Name and Title	Company Name	
525 W. Brown Road		Mesa	AZ	85201
Address		City	State	Zip Code

Attested By:


 Rhonda Geriminsky, City Clerk


 Director: Julie Ayers, Human Resources Director


 Department Rep: Christine Nickel, Benefits & Compensation Administrator


 Approved as to Form: Stephen M. Kemp, City Attorney



City Seal
 Copyright 2003 City of Peoria, Arizona

CC Number
 ACON26912D
 Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
 August 28, 2014 at Peoria, Arizona

 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P12-0028 Page 1 of 1
Description: Occupational Medical and Drug Testing Services
Amendment No. Three (3) Date: February 12, 2014

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2014. The contract is being extended and the **new contract term is July 1, 2014 – June 30, 2015.**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Roberta K. Carlson 4-1-14
Signature Date

Roberta K. Carlson, VP of OPS
Typed Name and Title

Banner Occupational Health
Company Name

525 W. Brown Road
Address

Mesa
City

AZ
State

85201
Zip Code

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk

Julie Ayers
Director: Julie Ayers, Human Resources Director

Dawn Prince
Department Rep: Dawn Prince, Workforce Administrator

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON26912C
Contract Number

The above referenced Contract Amendment is hereby Executed
April 30, 2014 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager
A CON 26912C

City Seal
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Official File



CONTRACT AMENDMENT

**Materials Management
Procurement**
 8875 N 85th Ave 2nd Fl
 Peoria AZ 85345
 Telephone (623) 773 7115
 Fax (623) 773-7118
 Buyer Lisa Houg

Solicitation No P12-0028 Page 1 of 5
 Description Occupational Medical and Drug Testing Services
 Amendment No Two (2) Date November 5, 2013

The contract is being amended to add Fitness for Duty Exams at \$250 00 per hour as per the attached Fit for Duty process and checklist

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division

<i>Roberta K Carlson</i> Signature	12-11-13 Date	<i>ROBERTA K. CARLSON</i> VP OF OPS Glenn Agnew, GFO Typed Name and Title	Banner Occupational Health Company Name
525 W Brown Road Address	Mesa City	AZ State	85201 Zip Code

Attested By
Rhonda Germinsky
 Rhonda Germinsky City Clerk

Dawn Prince 1-13-14
 Director Julie Ayers, Human Resources Director
Dawn Prince
 Department Rep Dawn Prince, Workforce Administrator
Stephen M Kemp
 Approved as to Form Stephen M Kemp, City Attorney



City Seal
 Copyright 2003 City of Peoria Arizona

CC Number
 ACON26912B
 Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
Dan Zenko 2014 at Peoria Arizona
 Dan Zenko Materials Manager

Fit for Duty Process

Purpose: The purpose of this process is to establish a procedure by which Banner Health will evaluate an employee's fitness for duty/fitness for work when Banner has a reasonable belief, based on observable behavior, that: (1) employee's ability to perform essential job functions will be impaired by a medical condition; or (2) the employee will pose a direct threat of harm to him/herself or others due to a medical condition.

Definitions:

Fitness for Duty: *Able to perform the essential duties of the job in a safe, secure, productive, and effective manner, either with or without reasonable accommodation.*

Fitness for Duty Evaluation Check List

An appointment for a Fit for Duty evaluation must be made by facility Human Resources.

Supervisor's responsibility when asking HR to schedule a fit for duty evaluation:

In writing, Supervisor will:

- Describe the events leading to the referral.

- Describe the employee's performance issues (including specific behaviors and actions).
- Set forth the specific behavior that supports supervisor's conclusion that there may be an underlying health problem.
- Describe any adjustments, accommodations, or alternate work arrangements that have been provided to the employee to date.
- State if the employee is currently off work.

Human Resources' Responsibility.

- Forward the supervisor's written report to Occupational Health
- Include a detailed description of job duties. In many cases the official job description may not contain enough detail, and HR should supplement with further description.
- Identify point of contact for the employee and Occupational Health.
- Describe important issues/ needs, such as the effect of the employee's medical condition or behavior on operations, coworkers, productivity

or performance, any pending disciplinary actions or other relevant circumstances.

- Include all pertinent, factual information, such as dates and times of incidents.
- Do not try to make a diagnosis.
- State your concerns in a factual manner and specify the questions you want answered.

Fitness for Duty Examination Checklist

The following documentation must be sent to Occupational Health at least two days prior to the scheduled date of a Fitness for Duty Examination (FFDE).

- ◎ Detailed description of observed employee behaviors and actions that warrant the need/request for the FFDE
- ◎ Copy of the employee's official job description
- ◎ Written list of specific questions for resolution upon which the physician should focus the examination (i e what specifically must be addressed in this FFDE)
- ◎ Written list of specific management concerns (i e what essential function in the employee's job description is management concerned about and why)
- ◎ Pertinent HR-related documentation



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P12-0028 Page 1 of 1
Description: Occupational Medical and Drug Testing Services
Amendment No. One (1) Date: 2/14/2013

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2013. The contract is being extended and the new Contract Term is July 1, 2013 to June 30, 2014.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 03/28/13 Claire Agnew, CFO Banner Occupational Health
Signature Date Typed Name and Title Company Name
525 W. Brown Road Mesa AZ 85201
Address City State Zip Code

Attested By:

[Signature]
for City Clerk

[Signature] Julie Ayers, Human Resources Director
Director
[Signature] Nancy Fantasia, Benefits Administrator
Department Rep
[Signature] for
Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON26912A
Contract Number

The above referenced Contract Amendment is hereby Executed
April 8, 2013 at Peoria, Arizona
[Signature]
Dan Lenko, Materials Management Supervisor

City Seal
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(Rev 01/05/09) Official File



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0028** Proposal Due Date: **January 25, 2012**
 Materials and/or Services: **Occupational Medical and Drug Testing Services** Proposal Time: **5:00 P.M. AZ Time**
 Project No: **NA** Contact: **Lisa Houg, CPPB**
 Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Kathryn Crispen
Banner Occupational Health
 Company Name
525 W. Brown Rd.
 Address
Mesa AZ 85201
 City State Zip Code

Telephone: 480-684-7214 Fax: 480-684-7218
 Email: Kathryn.Crispen@BannerHealth.com
[Signature]
 Authorized Signature for Offer
Donald A. Sanada
 Printed Name
VP, Banner Medical Group
 Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Accepted by: [Signature]
 Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 7/1/2012

Approved as to form: [Signature]
 Stephen M. Kemp, City Attorney

CC: _____

Contract Awarded Date May 9, 2012
[Signature]
 Dan Zenko, Materials Management Supervisor

Contract Number: AC0220912

Official File: _____



SCANNED



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. PROSPECTIVE OFFERORS CONFERENCE: A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. LATE PROPOSALS: Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. PAYMENT: The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. NEW: All items shall be new, unless otherwise stated in the specifications.

9. DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. TAXES: The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. VENDOR REGISTRATION: After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof, or
- (3) Reissue a *Request For Proposal*.

c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Occupational Medical and Drug Testing Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. **DO NOT BIND ORIGINAL COPY.**
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Program Methodology.
 - b. Experience and Capabilities.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions



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and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

- 12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 19. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
- 20. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not effect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require

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the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



SPECIAL TERMS AND CONDITIONS

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26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
27. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
28. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
29. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
30. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.



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- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date
32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
35. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:



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- i. Deduction from an unpaid balance;
- ii. Any combination of the above or any other remedies as provided by law.

36. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



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1. Introduction

The City of Peoria, Arizona is soliciting proposals from qualified medical facilities to provide occupational medical and drug testing services.

2. Background

The City of Peoria is located in the Northwest Phoenix metropolitan area and is one of Arizona's fastest growing communities. Since 1980 the City has grown from a small town of around 12,000 to a dynamic community of over 150,000, geographically covering 185 square miles. The City of Peoria currently employs approximately 1,100 people.

3. General Requirements

- A. The Physician must be licensed to practice medicine in the State of Arizona.
- B. The Contractor must be able to provide services in compliance with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening (Attachment A).
- C. The Contractor and any sub-contractors shall be required to abide by Department of Transportation and Federal Transit Authority Drug Screening Procedures for all drug tests and related services administered for the City.
- D. The Contractor must be knowledgeable of the duties and responsibilities as well as the physical and mental stresses of the position for which the services are being performed.
- E. The Contractor must remain current on testing and medical standards for all services to be performed as a result of this contract.
- F. The Contractor must maintain current knowledge on laboratory services, reporting procedures and the related laws and practices.
- G. The Contractor shall be required to provide all necessary qualified personnel, equipment, facilities, supplies and services to perform all necessary medical services.
- H. The Contractor shall have a facility within a thirty (30) minute drive from the City of Peoria, City Hall located at 8401 W. Monroe Street, Peoria, AZ 85345.

4. Medical Services Requirements

- A. Physical Exam – Pre-Employment



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The Contractor shall provide all pre-employment physical examinations as required. The physical examinations may include, but are not limited to, the following areas:

- 1) Vision
- 2) Hearing
- 3) Cardio-vascular system
 - Blood Pressure
 - Pulse Rate
 - Sounds
 - Rhythm
- 4) Abdomen
- 5) Musculo-skeletal
 - Spine
 - Upper Extremities
 - Lower Extremities
- 6) Skin
- 7) Urinalysis
- 8) Serology
- 9) Back

B. Physical Exam – Police

The Contractor shall provide services in compliance with AAC R13-4-107, Medical Requirements for Police Officers (Attachment B).

C. Physical Exam – DOT

The Contractor shall provide services in compliance with Department of Transportation, 49 CFR 391.41.

D. Additional Services

The Contractor shall provide the following services when required by the City:

- 1) Chest X-Rays (indicate if services are provided directly by Contractor or referred out)
- 2) Treadmill Test
- 3) Hepatitis A Vaccine (series of 2 shots)
- 4) Hepatitis B Vaccine (series of 3 shots)
- 5) TB Skin Test
- 6) Complete Chemistry Panel (Police)
- 7) Complete Blood Count (Police)
- 8) Blood Type and Cross Match (Police)
- 9) Post Exposure Program

E. Respirator Physical

- 1) The Respirator Physical Exam shall include the questionnaire, exam and pulmonary function test.



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- 2) The Contractor shall conduct a medical evaluation that will determine the employee's medical status to assess their ability to use a respirator. The evaluation will be conducted in accordance with OSHA standards as outlined in 29 CFR 1910.134.
- 3) The Contractor shall provide any and all follow-up tests as required for the medical screening as allowed by law.
- 4) The Contractor must develop a filing system by which the medical questionnaires and any other records associated with the medical evaluation are kept separate from any other city employee medical records. The Contractor must also ensure that these records are maintained in a confidential manner from the employer.
- 5) The Contractor shall maintain the records for the term of the contract. At the end of the contract term, the Contractor will cooperate with the City to ensure that the records are packaged for transportation in a manner so as to maintain the confidentiality from the employer.

F. Lead Blood Level Testing

- 1) The Contractor shall provide services in compliance with OSHA Standards as outlined in 29 CFR 1910.1025 App B.
- 2) The City's range staff shall have lead blood level tested every 6 months. The test shall include a blood level (PbB) and zinc protoporphyrin (ZPP).
- 3) If range staff PbB exceeds 40 ug/100g, testing frequency must be increased from every 6 months to every 2 months.
- 4) If range staff PbB exceeds 80 ug/100g, they will be temporarily removed from range and armory duties.

G. The Contractor shall make a justifiable recommendation as to the ability of the applicant and/or current employee, as applicable, to perform the duties required of the position, and assess current medical status relative to possible future problems. The City will provide job descriptions prior to each exam.

H. The Contractor shall perform and address services for industrial injuries. In addition, the Contractor shall provide return to work examinations, provide injury care, and handle all necessary paperwork for Worker's Compensation, including but not limited to notification to designated Third Party Administrator and City HR designee.

5.Dr ug Testing Requirements

A. Drug Screen - CDL

The Contractor shall perform drug testing services as outlined in the Department of Transportation, 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The drug test shall determine whether the specimens are negative for these five (5) drugs or classes of drugs:

- 1) Marijuana metabolites



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- 2) Cocaine metabolites
- 3) Amphetamines
- 4) Opiate metabolites
- 5) Phencyclidine (PCP)

B. Drug Screen – Sworn Police Officers and Recruits

Screening for Officers and Recruits shall comply with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening (Attachment A).

C. Drug Screen – Applicants

Pre-employment screening as requested by the City of Peoria designee.

D. Random Testing

The Contractor shall be responsible for randomly selecting employees, for random drug and alcohol testing, from the groups of employees established by the City. The City will establish three (3) separate groups of employees, one consisting of Police sworn officers, one consisting of safety sensitive City employees, and one consisting of non-safety sensitive employees (majority of these tests will be for CDL).

The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as random number table or a computer-based random number generator that is matched with employee ID numbers, payroll ID numbers or other comparable identifying numbers.

The testing will be spread throughout the calendar year and will be available during the City's operating days and hours and will be scheduled on a regular basis or as requested by the City. The list of employees who have been selected to test will be given to the City via email, fax or other acceptable format.

E. Additional Services

The Contractor shall provide the following services when required by the City:

- 1) Insta-Check Drug Screens
- 2) Mobile Drug Screening (services on-site)
- 3) Breath Alcohol Test

F. The Contractor shall perform Drug Screening Services utilizing a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory and provide a Medical Review Officer in accordance with Federal Department of Transportation CFR, Part 40. The collection of urine samples will be performed by certified staff in accordance with DOT and SAMHSA standards.

G. The Contractor shall provide all required laboratory, records and certification forms required for drug screening.

H. The Contractor shall perform a two-step drug testing process of all drug screening.



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I. The City shall not incur any charges for unacceptable samples obtained.

J. Quality Control

- 1) The Contractor shall provide evidence of active participation in at least one (1) proficiency testing program which includes "blind: toxicology and/or substance abuse screening."
- 2) The Contractor must possess capability for collection of urine samples and conduct breath alcohol tests in response to critical time frames for post accident and reasonable suspicion testing situations.

K. Expert Testimony

The Contractor shall furnish, upon request, qualified personnel to provide expert testimony for judicial and administrative proceedings. The personnel which may be required to give testimony may include technical witnesses as well as M.D. level witnesses. These personnel must be able to testify to the following:

- 1) Performance characteristics of each testing method used
- 2) Detection limit for each methodology
- 3) Quality control programs for each method selected
- 4) The policies and procedures of the systems which are utilized by the firm for error detection
- 5) Procedures for transporting and storage of specimens
- 6) Chain of custody evidence
- 7) Qualifications of the firm and its personnel

L. Operation

- 1) The Contractor shall detect the presence of drugs based upon the analysis of a urine specimen.
- 2) A response time of negative tests shall be no greater than 48 hours and response time for positive tests must be no greater than seven (7) calendar days.
- 3) In addition to the reporting of test results, the selected collection facility shall provide quarterly summary reports which shall contain the following minimum information:
 - Number of test performed
 - Purpose of tests performed, i.e., pre-employment, etc.
 - Number of positive tests reported
- 4) Due to the sensitive nature of the information, the notification of results must only be released to the City designee.



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6. Billing

The Contractor shall provide the City with an itemized billing, by employee and department on a monthly basis.

7. Submittal Requirements

A. Proposal Format

Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. **DO NOT BIND THE ORIGINAL COPY.**

B. Proposal Content

The following items shall be addressed in the proposal submission:

1) Program Methodology.

- a) Provide plan for performing the required services as defined herein. The plan should include but is not limited to the following:
 - Methodology for collection of specimens/samples and how specimens/samples will be handled to retain integrity of the specimen/sample. Include procedures and guidelines for collection of specimens and change of custody. All requirements of 49 CFR, Parts 29, 40, 219, 653, 654 and 655 shall be strictly met for a laboratory to be considered.
 - Response time (estimated waiting time) beginning at time of arrival at facility to conduct pre-employment test, random drug screening, and industrial examinations. Include capabilities of facility to provide/log arrival and release time.
 - Methodology and timeline to provide test results for pre-employment tests, random drug screening and industrial injury examinations.
 - Methodology and timeline for review of industrial cases.
 - Methodology and timeline for mobile on-site drug testing services.
- b) Provide copy of Quality Assurance Procedures indicating how service delivery problems will be identified and corrected.



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- c) Provide copy of Quality Control procedures indicating how quality control is performed and maintained throughout the testing and reporting process, to include problem reporting and corrective action.
- 2) Experience and Capabilities.
- a) Demonstrate ability to fully perform services as defined herein as reflected by experience, qualifications, technical training and education of personnel proposed to be assigned to perform the services. Include a list of key personnel and identify any bilingual staff.
- b) Indicate if physician(s) are Board trained as defined in A.A.C. R13-4-101 of the Arizona Peace Officer Standards and Training (AZPOST) rules. If not certified, provide plan for obtaining certification.
- 3) Additional Data Support.
- a) Detailed resumes, certifications, licenses (if applicable).
- b) Provide a minimum of three (3) references.
- c) Provide list of each facility location and hours of operation for each location.
- d) Provide the staffing at each location and include the hours the Physician(s) are available at each location.
- e) Provide copy of the license of the facility involved with the testing process.
- 4) Price Sheet and Pricing Schedule.
- a) The Contractor shall complete Price Sheet and provide an itemized list of any applicable fees for the services listed in the solicitation and for each additional type of physical, x-ray, and laboratory work available.
- b) Provide separate pricing schedule for the Post Exposure Program.

C. Evaluation Criteria

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- Program Methodology.
- Experience and Capabilities.
- Cost Considerations.
- Conformance to Request for Proposal.

D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and seven (7) copies and shall be delivered to:



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City of Peoria, Materials Management
9875 N. 85th Avenue, Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. on January 25, 2012.**

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

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	DESCRIPTION	Estimated Quantities	Unit	Unit Price	Extended Price
	MEDICAL SERVICES				
1.	Physical Exam – Pre-Employment	50	EA	\$ 50	\$ 2500
2.	Physical Exam- Police (Post Exam)	25	EA	\$ 250	\$ 6250
3.	Physical Exam – DOT	55	EA	\$ 55	\$ 3025
4.	Chest X-Ray	15	EA	\$ 60	\$ 900
5.	Treadmill Test	25	EA	\$ 200	\$ 5000
6.	Hepatitis A Vaccine (series of 2)	20	EA	\$ 85	\$ 1700
7.	Hepatitis B Vaccine (series of 3)	20	EA	\$ 75	\$ 1500
8.	TB Skin Test	10	EA	\$ 25	\$ 250
9.	Complete Chemistry Panel	55	EA	\$ 25	\$ 1375
10.	Complete Blood Count	55	EA	\$ 25	\$ 1375
11.	Blood Type and Cross Match	55	EA	\$ 35	\$ 1925
12.	Respirator Clearance Exam (Upper Respiratory & PFT)	25	EA	\$ 85	\$ 2125
13.	Respirator Questionnaire Review	25	EA	\$ 25	\$ 625
14.	Lead Blood Level Testing	5	EA	\$ 80	\$ 400
15.	Mask Fit	10	EA	\$ 50	\$ 500
16.	Twinrix – Hep A/Hep B Combo (series of 3)	50	EA	\$ 130	\$ 6500
17.	Rabies Vaccination for Animal Control employees (3 required)	5	EA	\$ 225	\$ 1125
18.	Titer Test – Rabies	5	EA	\$ 100	\$ 500
19.	Titer Test - HEP	5	EA	\$ 50	\$ 250
	DRUG TESTING				
1.	Drug Screen – CDL (DOT – 5 Panel)	55	EA	\$ 50	\$ 2750
2.	Drug Screen – Police (Non-DOT – 5 Panel)	80	EA	\$ 36	\$ 2880
3.	Drug Screen – Applicants (Pre-Employment)	50	EA	\$ 36	\$ 1800
4.	Random Drug Screening	60	EA	\$ 36	\$ 2160
5.	Insta-Check Drug Screens (5 Panel Rapid Drug Screen)	25	EA	\$ 36	\$ 900
6.	Mobile On-Site Drug Screening (5 Panel) <i>see next page</i>	25	EA	\$ 36	\$ 900
7.	Breath Alcohol Test	50	EA	\$ 30	\$ 1500
8.	Anabolic Steroids Test using the Sports I Expanded Panel-Police	10	EA	\$ 220	\$ 2200

Additional Pricing Information

Mobile On-site pricing:

Banner Occupational Health has an entire mobile team that can come on site to deliver medical services such as physical exams, vaccinations, drug testing, wellness classes and any services provided at our clinics.

The cost of on-site drug testing is the fee of test plus \$50 per nurse per hour. Minimums apply.

PPE and DOT Physical Exams:

DOT pricing includes the DOT standard of Snellen eye exam and whisper hearing test. If you request a higher level of testing to include the audiogram and titmus vision, add \$20.

POST Exam Pricing:

Banner Occupational Health performs hundreds of POST physical exams every year. Our medical director is on the medical advisory board and assists in clarifying POST standards. Under our medical director's guidance and the recommendation by AZ POST, it is advised that each exam includes an EKG, labwork and a pulmonary function test. By the POST standards, these are recommended tests. In consideration of the importance of the health of the police officer in a highly stressful and demanding job, and the importance of recruiting healthy candidates, our physicians highly recommend these additional tests. The price for these tests is included in the price of the exam.



**Banner Occupational
Health Services**

**Banner Occupational Health Services
Post Exposure Pricing Schedule**

<u>Type of Contacts/Visits</u>	<u>Fee</u>
1. Triage Call.	\$ 75.00
2. Licensed Practitioner Intervention	\$175.00
3. Initial Visit*	\$100.00
4. Results Visit	\$ 50.00
5. Follow-up Visit (1 week, if on meds only)	\$ 75.00
6. Follow-up Visit (2 weeks, if on meds only)	\$ 75.00
7. Follow-up visit (3 weeks, if on meds only)	\$ 75.00
8. Follow-up Visit (4 weeks, if on meds only)	\$ 75.00
9. Follow up Visit (6 weeks)*	\$ 75.00
10. Follow up Visit (3 months)*	\$ 75.00
11. Follow-up Visit (6 months)*	\$ 75.00
12. Follow-up Visit (12 months)*	\$ 75.00
13. Follow-up Visit (18 months)*	\$ 75.00

• *If required

Medications

Medication prices vary by market pricing. Weekly prices can range from \$200-\$400 a week depending on the medications given. Maximum term of medications is 4 weeks.

Hazardous Body Fluid Exposure Program

Patient Testing:

ALT Liver Function	\$25
Blood Chem/CBC/UA (if on meds)	\$40
Hepatitis B Titer (if needed)	\$55
Hepatitis B Vaccine	\$ 88
Hepatitis C	\$ 85
HIV Testing	\$ 85
HBig (if needed)	Current Price
Tetanus (if needed)	\$40
Hep C RNA (if source tests positive)	\$350

Source Testing:

HIV Testing	\$ 85
Hepatitis C	\$ 85
Hepatitis B Antigen	\$ 55

Effective 1/1/12



QUESTIONNAIRE

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Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: City of Mesa
 Contact: Lisa Anaiano Phone: 480-644-4414
 Address: 20 E. Main St. MESA, AZ 85211
 Description of Work: Worker injury care, POST EXAMS, Firefighter exams, post exposure program, physical exams
 Annual Value: \$300,000

2. Company: City of Avondale
 Contact: Jackie Ruggles Phone: 623-333-1102
 Address: 11465 W. Civic Center Dr, Avondale, AZ 85323
 Description of Work: Injury care, post exams, immunizations, drug screening, post exposure program, DOT exams
 Annual Value: \$20,000

3. Company: City of Chandler
 Contact: Connie Reynolds Phone: 480-782-2384
 Address: Po Box 4008 Chandler, AZ 85244
 Description of Work: Injury care, post exposure program, DOT exams, POST EXAMS, drug collections
 Annual Value: \$60,000



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Solicitation Number: P12-0028

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

none

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

General Requirements

A. All physicians and providers at Banner Occupational Health Services are licensed in the State of Arizona. A chart containing the license numbers and certifications is included in this RFP in the Additional Data Section.

B. Banner Occupational Health Services will provide services in compliance with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening.

C. Banner Occupational Health Services will abide by Department of Transportation and Federal Transit Authority Drug Screening Procedures for all drug tests and related services administered for the City.

D. Banner Occupational Health Services will be knowledgeable of the duties and responsibilities as well as the physical and mental stresses of the position for which the services are being performed. This requires the City to provide BOHS with job descriptions of positions for which exams are being provided.

E. Banner Occupational Health Services will remain current on testing and medical standards for all services to be performed as a result of this contract.

F. Banner Occupational Health Services will maintain current knowledge on laboratory services, reporting procedures and related laws and practices.

G. Banner Occupational Health Services will provide all necessary qualified personnel, equipment, facilities, supplies and services to perform all necessary medical services.

H. Banner Occupational Health Services has three (3) facilities within a thirty (30) minute drive from the City of Peoria, City Hall located at 8401 W. Monroe Street, Peoria, AZ 85345. Maps are included in this proposal in the Additional Data Section.



ATTACHMENT A

Solicitation Number: **P12-0028**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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**Policy 3.16 – Controlled Substance Screening
Peoria Police Department Policy and Procedure Manual
(see attached)**



Peoria Police Department Policy and Procedure Manual

Policy 3.16

Controlled Substance Screening



I. PURPOSE

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public's confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

II. PROCESS

- A. All sworn employees, to include police recruits, are subject to quarterly random drug screening. To ensure a truly random selection process the Human Resources Department and the Professional Standards Unit shall work together to select and notify employees for screening.
- B. Each testing cycle will include the selection of approximately ten (10%) percent of the department's eligible sworn employees randomly selected from a truly random pool, which will include all eligible sworn employees during every selection process. Of this random selection, one percent (1%) shall be randomly selected for steroid testing.
 1. Human Resources Department responsibilities:
 - a. Maintain a current list of all sworn employees;
 - b. Send list to the City's drug testing vendor prior to quarterly random selection;
 - c. Coordinate with authorized vendor for the computerized random selection of employees;
 - d. Send selected names to the Professional Standards Unit;
 - e. Coordinate all necessary medical reviews of samples.
 2. Professional Standards Unit responsibilities:
 - a. Process Directives to Appear for Controlled Substance Screening forms;
 - b. Notify selected employees manager/supervisor;
 - c. Process screening forms to ensure program compliance;
 - d. Conduct administrative investigations as required for a "positive" test after it has been confirmed by a medical review.
 3. Employee supervisor/manager responsibilities:
 - a. Notifying the employee during the employee's next scheduled shift;
 - b. Return un-served notices with an explanation as to why the notice was not served to Professional Standards Unit.
 4. Employee responsibilities:
 - a. Report to the authorized vendor immediately for screening;

"Our Community...Our Commitment"

- b. Time will not be allotted for the employee to confer with a union representative or attorney prior to testing.
- c. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc., will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.
- d. Employee may disclose, by writing on the front of the form, any medications, which they have ingested within the last seventy-two (72) hours prior to the controlled substance screening.
- e. Employee will present the directive to appear for controlled substance screening form, received from the supervisor, to the authorized vendor personnel for documentation of appearance. This form will be returned to the Professional Standards Unit.
- f. Failure to report immediately for screening will subject the employee to disciplinary action.

C. Laboratory analysis – Sworn Employees:

1. The vendor and the personnel employed by the laboratory shall comply with all current guidelines pertaining to laboratories as outlined in the Federal Register and Office of Secretary, 49 CFR Part 400 "Procedures for Transportation Workplace Drug Testing Programs, Interim Final Rule."
 2. Initial test: The initial screening shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines only. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs: (Initial Test Level (ng/ml)**)
- a. Marijuana metabolites 100
 - b. Cocaine metabolites 300
 - c. Opiate metabolites 300*
 - d. Phencyclidine 25
 - e. Amphetamines 1,000

(*25 ng/ml if immunoassay specific for free morphine.)

(**ng/ml = nanogram per milliliter. A nanogram is one billionth of a gram.)

f. Anabolic Androgenic Agents:

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes that screen positive and are identified by *GC/MS* confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. > 100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6:1 is reported as positive

[19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone is 2 ng/ml]

- (1) 1-Testosterone &/or Metabolite/ 1-Androstenedione/ 1-Androstenedione
- (2) Bolasterone Metabolite
- (3) Boldenon / Boldion / Qhbolone Metabolite

- (4) Calusterona Metabolite
- (5) Clenbuteml
- (6) Clostebol Metabolite
- (7) Danazol / Ehisterone &/or Metabolite
- (8) Dehydrochloromethyltestosterone (DHCMT) Metabolite
- (9) Dihydrotestosterone / Drostandiol &/or Metabolite
- (10) Desoxymethyltestosterone Metabolite
- (11) Drostanolone &/or Metabolite
- (12) Estra-4, 9-dien-3,17-dione Metabolite
- (13) Fluoxymesterone Metabolite
- (14) Formebolone Metabolite
- (15) Furazabol Metabolite
- (16) 4-Hydroxytestosterone / Formestane Metabolite
- (17) 6a-Methylandroscndione Metabolite
- (18) Mestanolone Metabolite
- (19) Mesterolone &/or Metabolite
- (20) Methandrostenolone (Methandienone, Dianabol) Metabolite
- (21) Methandriol & /or Metabolite
- (22) Methasterone Metabolite
- (23) Methenolone &/or Metabolite
- (24) Methylnortestosterone Metabolite
- (25) Methyltestosteronec Metabolite
- (26) Methyl-1-testosterone &/or Metabolite
- (27) Mibolerone &/or Metabolite
- (28) Nandrolone / 19-Norandroscndione / 19-Norandroscndiol Metabolite
- (29) Norclostebol Metabolite
- (30) Norethandrolone / Bthylestrenol Metabolite
- (31) Oxabolane Metabolite
- (32) Oxandrolonoe &/or Metabolite
- (33) Oxymesterone
- (34) Oxymetholone Metabolite

(35) Prostanazol Metabolite

(36) Stanozolol Metabolite

(37) Stanbolone &/or Metabolite

(38) Testolactone Metabolite

(39) Testosterone / Androstendione / Androstendiol / DHEA (T/E Ratio >6)

(40) Trenbolone Metabolite

(41) Masking Agents:

a) Probenecid

b) Epitestosterone (> 200 ng/mL)

3. Confirmatory Test: All specimens identified as positive on the initial test shall be confirmed, using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations shall be quantitative analysis, using a small portion of the original sample. Concentrations, which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."

(Confirmatory Test Level (ng-/ml))

a. Marijuana metabolites 15

b. Cocaine metabolites 150

c. Opiates:

(1) Morphine 300

(2) Codeine 300

(3) Phencyclidine 25

d. Amphetamines:

(1) Amphetamine 500

(2) Methamphetamine 500

(Delta-9-tetrahydrocannabinol-9-carboxylic acid.)

(**Benzoylgonine.)

e. Anabolic Androgenic Agents:

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. > 100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 611 is reported as positive.

[19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone is 2 ng/ml]

A. Reporting

1. Samples that are screened "none detected" contain either no drugs or drugs below the cut-off detection level for that drug.
2. Samples that are screened "positive" are handled by the laboratory as follows:
 - a. Following a positive screen from the initial immunoassay test and a positive screen from the GC/MS test, samples are placed in a locked forensic freezer at the testing laboratory and are retained for one year, after which time they may be discarded if retention is not requested by the Peoria Police Department, or employee representative association.
 - b. A portion of a retained specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a NIDA-certified laboratory of the officer's choosing and tested at their own expense.
 - c. The laboratory shall report test results to the authorized vendor medical review officer within five working days after receipt of the specimen by the laboratory.
 - d. Positive test results will be reviewed by a medical review officer at the authorized vendor. The medical review officer will report all verified positive findings to the Human Resources Department, or designee, and forward the results to the Professional Standards Unit authorized vendor as soon as possible.
 - e. Results of positive tests will not be used in criminal proceedings.

B. Laboratory analysis - Applicants:

1. Initial test: The initial screening shall use an immunoassay, which meets the requirement of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, opiate metabolites, phencyclidine, and propoxyphene. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

(Initial Test levels)

- | | |
|--------------------------|-----------|
| a. Alcohol | 0.03% |
| b. Amphetamines | 300 ng/ml |
| c. Barbiturates | 300 ng/ml |
| d. Benzodiazepines | 300 ng/ml |
| e. Cocaine metabolites | 300 ng/ml |
| f. Marijuana metabolites | 100 ng/ml |
| g. Methadone | 300 ng/ml |
| h. Opiates | 300 ng/ml |
| i. Phencyclidine | 25 ng/ml |
| j. Propoxyphene | 300 ng/ml |

2. Confirmatory test:

- a. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. AB confirmations shall be by quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curves bar be documented in the laboratory record as "greater than highest standard curve value." Cutoff confirmation levels shall be used when screening specimens to determine whether they are positive for these ten drugs or classes of drugs:

(Confirmatory Test Level)

- (1) Alcohol 0.01%
- (2) Amphetamines 300 ng/ml
- (3) Barbiturates 250 ng/ml
- (4) Benzodiazapines 200 ng/ml
- (5) Cocaines 150 ng/ml
- (6) Cannabinoids 15 ng/ml
- (7) Methadone 200 ng/ml
- (8) Opiates 150 ng/ml
- (9) Phencyclidine 25 ng/ml
- (10) Propoxyphene 300 ng/ml

- b. Reported levels below these confirmatory test levels may be used as the basis for further administrative inquiry.
- c. Reporting procedures – applicants: All test results for police recruit applicants will be forwarded to the Staff Services manager.

- 3. Purging policy: Within 30 days of receipt of test results, the appropriate information will be recorded within the controlled substance screening record, and the drug screen directives and test results will be purged provided the test results are negative unless a specific request is made by the officer being tested to keep the report for a longer period of time. The Chief of Police shall determine the method of destruction for the files.

Policy 3.16 Controlled Substance Screening
Original Issue Date: 01/01/03
Office of Primary Responsibility: PSU
Editor: Lt. P. McDonnell
Reviewed By: Interim Chief R. Smith

APPROVED: ////SIGNED////
Rocky J. Smith
Interim Chief of Police

DATE APPROVED: 3/16/2011



ATTACHMENT B

Solicitation Number: P12-0028

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Arizona Peace Officer Standards and Training Board (AZ POST)
Section R13-4-107, Medical Requirements
(see attached)

R13-4-107. Medical Requirements

A. Medical Categories. The medical categories for certification are:

1. **Category I.** No medical, physical, or mental circumstance exists that limits the person's ability to effectively perform all the duties of a peace officer or creates a reasonable probability of substantial harm to the person or others;
2. **Category II.** A medical, physical, or mental circumstance exists that absent a reasonable accommodation by the appointing agency would limit the person's ability to effectively perform all the duties of a peace officer or create a reasonable probability of substantial harm to the person or others; and
3. **Category III.** A medical, physical, or mental circumstance exists that despite reasonable accommodation by the appointing agency limits the person's ability to effectively perform all the duties of a peace officer or creates a reasonable probability of substantial harm to the person or others.

B. Eligibility for certified status.

1. **Category I.** A person in Category I may be appointed if the person meets all other qualifications.
2. **Category II.** If an agency chooses to make the required accommodation and appoint a person in Category II, and the examination was made by a Board-trained physician, the appointment may be made without further action by the Board. However, if the examining physician has not been trained by the Board, a medical review under subsection (H) by a Board-trained physician is required to determine eligibility for certified status. If the Board-trained physician agrees with the finding of the other physician, the appointment may be made without further action by the Board.
3. **Category III.** If an agency wishes to appoint a person in Category III, the agency shall submit a letter to the Board asking for a determination of eligibility for certification. The letter shall include a report from a Board-trained physician identifying the medical limitations and the proposed accommodations. The Board shall determine the person's eligibility for certified status, based upon whether the appointing agency is able to make reasonable accommodations, and whether by placing restrictions or requirements on the person as a condition of certified status under R13-4-103(F), the person is able to perform the duties authorized within the restriction without endangering the person or others.

C. Medical, physical, or mental circumstances in Category II and Category III include:

1. Angina pectoris;
2. Asthma;
3. Cancer - metastatic or leukemia;
4. Cardiac arrhythmias or murmurs;
5. Cerebral vascular accident;
6. Chest pains of unknown origin;
7. Contagious hepatitis;
8. Contagious tuberculosis;
9. Chronic respiratory disease;
10. Diabetes, insulin dependent or ketosis-prone;
11. Fixation of major joint;
12. Hearing not specified in subsection (D);
13. Herniated lumbar disc;
14. Hypertension, uncontrolled;
15. Inguinal hernia;
16. Liver or renal dysfunction;
17. Migraine headache;
18. Myocardial infarction, history of;
19. Paralysis;
20. Pilonidal cyst;
21. Prosthetic device, e.g., limbs, hearing aid, colostomy;
22. Recurrent dislocation of a major joint;
23. Schizophrenia or manic depressive psychosis;
24. Scoliosis greater than 15 degrees;
25. Seizure disorders;
26. Current substance abuse;
27. Valvular heart disease, uncorrected;
28. Vision not specified in subsection (D) or monocular vision;
29. Wasting disease, chronic, such as multiple sclerosis, myasthenia gravis, or amyotrophic lateral sclerosis; and
30. Any other medical, physical, or mental circumstance that the examining physician determines may interfere with the person's ability to function as a peace officer effectively or may create a reasonable probability of substantial harm to the person or others.

D. Vision and hearing. Vision and hearing meeting the following requirements are classified in Category I:

1. Visual acuity of:
 - a. 20/20 or better uncorrected;

- b. 20/20 or better, corrected by spectacles or hard contact lenses, if uncorrected acuity is 20/80 or better. The applicant shall demonstrate satisfactory adaptation to the contact lenses; or
 - c. 20/20 or better, corrected by soft contact lenses, if the uncorrected acuity is 20/200 or better. The applicant shall demonstrate satisfactory adaptation to the contact lenses;
- 2. Vision capable of distinguishing basic color groups against a favorable background.
 - 3. Peripheral vision:
 - a. That does not reveal scotoma or quadrantonopia; or
 - b. In which vision perimeter testing is intact at 170 degrees; and
 - 4. Uncorrected hearing with no loss greater than 25 db in the 500, 1000, 2000, or 3000 hertz frequencies as measured by an audiometer.
- E. Medical history. A person who seeks to be appointed shall supply to the examining physician a statement of the person's medical history that includes past and present diseases, injuries, operations, immunization status, and medications taken.
 - F. Medical examination. The examining physician shall review the person's medical history and examine the person.
 - G. Examination report. The examining physician shall record the findings of the medical examination on a form prescribed by the Board. The physician shall indicate whether a medical, physical, or mental circumstance in Category II or III exists, describe how the circumstance affects the person's ability to perform the duties of a peace officer, and specify the type and duration of any treatment required. In all Category II or III cases, the physician shall advise the appointing agency in writing of any limitation on the person's ability to function as a peace officer.
 - H. Category II and Category III reviews. The diagnosis of a person with a circumstance classified in Category II or Category III by an examining physician who is not Board trained shall be reviewed by a Board-trained physician if the agency intends to appoint the person. The Board-trained physician may review prior medical examination reports concerning the person and contact examining physicians to review their findings. If required by the Board-trained physician, an independent medical examination shall be conducted, if the agency wishes to appoint the person, and the person shall be referred to a specialist in the appropriate medical field.
 - I. Additional findings. The appointing agency may submit to the Board results of additional examinations or tests, or obtain additional opinions from other licensed physicians.
 - J. This Section is effective six months after filing with the Secretary of State as required by A.R.S. § 41-1823(A).



**Banner Occupational
Health Services**

February 27, 2012

Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Re: RFP P12-0028 – Best and Final Offer for Occupational Medical and Drug Testing Services

Dear Ms. Houg:

Banner Occupational Health would like to respond to your request for best and final offer for the above noted PFP.

Banner is willing to honor the pricing in this RFP for a period of three (3) years. At that point in time, we would request a formal review of the pricing and make any adjustments, if indicated, at that time.

The revised pricing sheet is attached with an adjustment made to the pricing of the POST exams. The adjusted price includes the POST requirement testing only. While additional testing is highly recommended by POST and Banner Health, it can be added by The City if requested. JK

If you have any questions or need additional information, please feel free to call Kathryn Crippen at 480-684-7214.

Yours truly,

Sharon Kennedy
Operations Director



**Banner Occupational
Health Services**

January 25, 2012

Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Re: RFP P12-0028 – Occupational Medical and Drug Testing Services

Dear Ms. Houg:

Thank you for the opportunity to submit to the City of Peoria a request for proposal for occupational medical and drug testing services.

Banner Occupational Health Services has 16 years of experience providing numerous cities with the same services requested in this RFP, including serving City of Peoria since 2007. Banner is very proud of the level of expertise of our physicians and staff as well as our on-going QA and training programs.

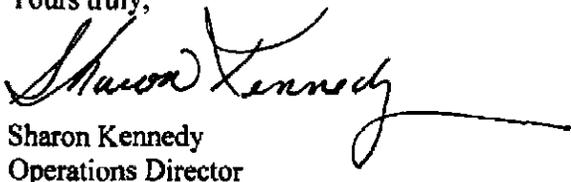
Banner Occupational Health Services has five (5) Valley locations with three (3) of these locations meeting the 30 minute drive time requirement. Banner Thunderbird is located at Thunderbird and 55th Ave.; Banner Estrella is located at 101 and Thomas Road, and Banner Good Samaritan which is located on I-10 and 7th St.

Banner is able to meet all requirements stated in this RFP. We hope to continue to work with you providing occupational health services for many more years.

While you have experience utilizing our clinics, we encourage you to visit our clinics and talk with our physicians and staff.

If you have any questions or need additional information, please feel free to call Kathryn Crippen at 480-684-7214.

Yours truly,


Sharon Kennedy
Operations Director

Medical Requirements

Physical Exam-Pre-Employment

History to include the following:

- Past medical history including surgeries, significant illnesses, lost time injuries/illnesses, allergies, past and current chemical and environmental exposures (dust, metals, noise, etc.), medications, immunizations, family medical history, review of systems.

Physical examination to include the following:

- Vital signs to include Pulse, Blood Pressure, Temperature, Ht, and Wt., ENT exam: ocular motility, ears, mouth, teeth, throat, neck, lymph nodes, endocrine, respiratory, cardiovascular, heart, peripheral pulses, abdomen,
- Musculoskeletal: back (alignment, flexibility, deformities), general strength and flexibility, muscle tone, muscle mass, neurologic, deep tendon reflexes, romberg, gait.
- Whisper hearing test
- Snellen eye exam
- Urine dipstick

• Evaluation of the employment candidate's ability to safely perform the essential functions of a position

Physical Exam-Police

- Banner Occupational Health Services will provide services in compliance with AAC R13-4-107, Medical Requirements for Police Officers.
- All exams will be performed by POST certified doctors
- Audiogram
- Ishihara vision test
- Pulmonary Function Test
- Urine dipstick
- Vitals
- Step Test
- Lab Tests (chem panel, CBC and cardiac risk panel)
- EKG
- Consultation with POST certified doctor

Physical Exam-DOT

- Banner Occupational Health Services will provide services in compliance with the Department of Transportation, 49CFR 391.41
- Whisper hearing test
- Snellen vision test
- Urine dipstick
- Vitals
- Physical exam

Additional Services

Banner Occupational Health Services will provide the following services when required by the City:

- Chest X-Rays
- Exercise Stress Treadmill Test
- Hepatitis B Vaccine (series of 3 shots)
- Hepatitis A Vaccine
- TB Skin Test
- Complete Chemistry Panel
- Complete Blood Count
- Blood Type and Cross Match
- Blood Lead
- Audiogram
- Titmus Vision

Post Exposure Program (PEP)

Banner Occupational Health Services has a program based on recommendations from the Center for Disease Control to provide treatment for your employee who has been exposed to hazardous body fluids. A medical provider is on call 24 hours a day. The program is unique in its approach and delivery.

Exposure occurs when your employee experiences contact with fluid from another person. The exposures that could cause HIV infection are usually from a needle stick or cut from a sharp object that has visible blood on it or splashes with blood in the eyes, mouth or on an open wound.

Your employee calls one number and is connected by the operator to the licensed clinician who will discuss the exposure. The result of that discussion will determine which drug therapy is appropriate. The employee does not need to come to the clinic at this time.

Banner and Walgreen's 24-hour pharmacies have partnered to provide these prescriptions within the recommended time frame. The comprehensive service is available in metro Phoenix.

Ideally, therapy should start within two hours of the exposure. The prescription will be filled any your employee will sign verifying he/she has received the medication. The pharmacist will have the first dose waiting with a glass of water so that therapy is initiated immediately. Payment for medications is not collected at this time; the employer is billed.

Employees are often fearful and concerned after an exposure. Banner's professional medical team will discuss appropriate precautions and test for baseline HIV and Hepatitis B & C status. Continued follow-up is also provided; frequency is dependent on the therapy prescribed. Same day or next day counseling and testing is available Monday through Friday.

Respirator Physical

- Respiratory Questionnaire
- Pulmonary Function Test
- Respiratory Exam
- Conducted in accordance with OSHA standards as outlined in 29 CFR 1910.134
- All follow up tests as required for the medical screening as allowed by law
- Banner Occupational Health Services will develop a filing system by which the medical questionnaires and any other records associated with the medical evaluation are kept separate from any other city employee medical records. Strict confidentiality standards are maintained.
- Banner Occupational Health Services will maintain the records for the term of the contract. At the end of the contract term, Banner Occupational Health Services will cooperate with the City to ensure that the records are packaged for transportation in a manner so as to maintain the confidentiality from the employer.

Lead Blood Level Testing

- Banner Occupational Health Services will provide services in compliance with OSHA Standards as outlined in 29 CFR 1910.1025 App B
- Banner Occupational Health Services will test the City's range staff every 6 months testing for blood lead/ZPP
- If the range staff PbB exceeds 40 ug/100g, testing frequency will be increased to every 2 months.
- If range staff PbB exceeds 80 ug/100g, they will be temporarily removed from range and armory duties.

Fitness for Duty Exams

- Banner Occupational Health Services will make justifiable recommendations as to the ability of the applicant and/or current employee, as applicable, to perform the duties required of the position, and assess current medical status relative to possible future problems. The City will provide job descriptions prior to each exam.

Industrial Injuries

- To be efficient, treatment must be medically effective and prompt with attention to returning the employee to good health and functional work as soon as permitted by the injury.
- The outcome is best when the provider, the injured employee, the employer and the insurance program work as a team.
- Banner Occupational Health Services' goal is to be a positive, fully functioning, component of that team.

- To achieve that goal, we provide prompt, high quality of care and good communication with all parties involved in that treatment team
- Banner Occupational Health Services does not have its own physical therapists nor does it dispense prescriptions eliminating the perverse incentive to over utilize those services saving the City of Peoria on its work comp costs.

Drug Testing Requirements

A. Banner Occupational Health abides by the standards as outlined in the Department of Transportation, 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. These standards are used for all DOT and non-DOT drug screen collections. We will follow the guidelines for split specimen/two-step testing process for all drug screens. Drug testing may be done at all five (5) Banner Occupational Health Services clinics.

B. Banner Occupational Health Services has reviewed and will comply with the City of Peoria Police Department Drug Screening program for Sworn Police officers and Recruits.

C. Banner Occupational Health Services has reviewed and will comply with the City of Peoria Drug Screening program for applicants.

D. Through our system-wide computer system, which is designed specifically for occupational medicine clinics, Banner Occupational Health Services is able to provide comprehensive random drug screen pool management. This will allow us to set up pools for your sworn police officers and recruits and applicants, safety sensitive City employees and non-safety sensitive employees; the three groups defined in this RFP. You will work directly with the Banner Occupational Health Services surveillance department to set up a schedule that meets your needs that will automatically pull the appropriate number of names at specific intervals. City of Peoria will need to provide Banner Occupational Health Services an updated employee list prior to each pull.

E. Banner Occupational Health Services is able to provide City of Peoria with Insta-Check Drug Screens (aka rapid drug screens). Non-DOT 5 panel drug screens are processed through a program called E-Screen. This reporting system delivers negative results via email within minutes of completion of the drug test to the City's designated representative. Notification is sent to this person and allows for immediate results with a wide scope of reports and record keeping to help monitor all your results.

Banner Occupational Health Services provides both DOT Breath Alcohol Testing and Non-DOT Breath Alcohol Testing. All our staff members who perform these tests have received BAT certification.

Banner Occupational Health Services has a fully-staffed on-site services department which provides the same services as our clinics, but at the location of choice of the City of Peoria. If access to a rest room is unavailable, Banner Occupational Health Services has a 32 foot fully-equipped mobile medical clinic which where drug screens can be performed. Physical exams, audiograms, drug screening, pulmonary function testing, EKGs and exercise stress treadmills are available on the mobile van.

F. Banner Occupational Health Services uses SAMSHA certified Clinical Reference Laboratories in Kansas for all lab-based drug screens. Should you prefer to utilize a different lab, we will be happy to use the lab of your choice. All Banner Occupational Health Services employees who perform urine drug screening have been certified in accordance with the DOT and SAMSHA standards.

G. Banner Occupational Health Services will provide all required laboratory, records and certification forms required for drug testing.

H. All drug screens shall be the two-step process.

I. If an unacceptable urine sample is obtained, the City of Peoria will not be expected to pay for such testing.

J. According to the DOT guidelines and Banner policy, "Blind Quality Control Samples will be completed when an employer or Consortia/Third Party Administrator (C/TPA) has an aggregate of 2,000 or more DOT-covered employees. Blind specimens will be purchased and sent in per DOT guidelines by Banner when the employer/C/TPA requests that service". Banner Occupational Health Services will comply with City of Peoria's request for such blind sample testing.

Banner Occupational Health Services is able to provide drug screenings and breath alcohol testing for extended hours at the Good Samaritan clinic in Central Phoenix which is less than a 30 minute drive from the City of Peoria. This would meet most of your criteria for critical time frames for post accident and reasonable suspicion testing situations.

K. Banner Occupational Health Services will furnish qualified personnel to provide expert testimony for judicial and administrative proceedings when requested. The personnel will be qualified to testify to the points listed in the RFP.

L. The response time for a negative DOT Drug Screen is 24 to 48 hours. Results for a negative 5 panel non-DOT rapid drug screen may be reported within 30 minutes from completion of the drug screen. If any of the above listed tests must be sent for additional testing, reporting time can vary up to seven days. Banner Occupational Health Services will only report drug screen results to authorized city personnel.

Banner Occupational Health Services can provide the City of Peoria a variety of summary reports on a regular basis including the number of tests performed; the purpose of the tests performed and the number of positive tests reported.

Billing

Banner Occupational Health Services bills on a monthly basis. Invoices are sent out on or about the 3rd of each month for the previous month. Included in this report is a sample invoice. Invoices can be customized to contain employee's social security numbers, employee ID numbers or no number at all.

At any time the city of Peoria would like to review or has questions regarding invoices, a meet can be set up with our billing manager.

You will find a sample invoice on the following page.

Banner Occupational Health Services
P.O. Box 29614
Phoenix, AZ 85038
480-684-7222
Tax ID # 900055849

Invoice

January 24, 2012

Bill to: Accounts Receivable
City of Peoria
8401 W Monroe Street
Peoria, AZ 85345

For: City of Peoria
Dec 2011 svcs

Invoice # 359384

<u>Proc Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684086	1.00	50.00
				<u>50.00</u>
				Charges
				<u>50.00</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684087	1.00	50.00
				<u>50.00</u>
				Charges
				<u>50.00</u>
92552	12/09/2011	Audiometry	1.00	0.00
DOT EXAM	12/09/2011	DOT Physical Exam-S&W	1.00	50.00
92081	12/09/2011	Titmus vision exam	1.00	0.00
81002	12/09/2011	Urinalysis dipstick	1.00	0.00
VITALS	12/09/2011	Vitals	1.00	0.00
				<u>50.00</u>
				Charges
				<u>50.00</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684088	1.00	50.00
				<u>50.00</u>
				Charges
				<u>50.00</u>
90746	12/23/2011	Hep B Vac #3	1.00	75.00

Invoice # 359384 (continued) page 2

<u>Proc.Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
				Charges 75.00
				Balance Due: 75.00
80100	12/01/2011	DS 5 Panel NIDA 2007684160	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
92552	12/29/2011	Audiometry	1.00	0.00
DOT EXAM	12/29/2011	DOT Physical Exam-S&W	1.00	50.00
92081	12/29/2011	Titmus vision exam	1.00	0.00
81002	12/29/2011	Urinalysis dipstick	1.00	0.00
VITALS	12/29/2011	Vitals	1.00	0.00
				Charges 50.00
				Balance Due: 50.00
82075	12/28/2011	Non Dot BAT	1.00	30.00
80100	12/28/2011	Rapid Drug Screen 5 Panel NN 73531793	1.00	35.00
				Charges 65.00
				Balance Due: 65.00
80100	12/12/2011	DS 5 Panel NIDA 2007684089	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2008068791	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2007648161	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2006450703	1.00	50.00

Invoice # 359384 (continued) page 3

<u>Proc Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>		<u>Amount</u>
				Charges	50.00
				Balance Due:	50.00
				Invoice # 359384 Balance Due:	640.00

Cut and return with payment



Please remit **640.00** to: Banner Occupational Health Services
P.O. Box 29614
Phoenix, AZ 85038

Please place invoice number **359384** on check

Program Methodology

Banner Occupational Health Services has five (5) locations; three (3) that meet the criteria for City of Peoria. These clinics serve as walk-in clinics for worker injury care, drug screenings and breath alcohol testing. To prevent excessive wait times, appointments are required for all physical exams, follow up appointments and vaccinations. Walk-in physical exams will be seen on a time available basis. Scheduled appointments have precedent over walk-ins.

Banner Occupational Health Services has a centralized scheduling department with one phone number where appointments are made for all clinics. Should you require a large number of exams or drug screens, we will work with you to arrange the appropriate amount of time to accommodate your needs.

Each Banner Occupational Health Services clinic has a physician on-site during working hours. Staffing may also include either an additional physician, nurse practitioner or physician assistant. Banner Occupational Health Services utilizes a mix of registered nurses, licensed practical nurses, nursing assistants and medical technicians as back office staff. All staff is licensed in the State of Arizona.

Each clinic has a case coordinator who is your main contact at the clinic. The case coordinator is responsible for referrals, reporting exam results and drug screen and serves as your point person in the clinic. When you have a need, you will always talk with the same person. Of course if there is an issue that needs additional attention, the clinic manager is always available to you. We also encourage you to discuss any medical issues with the physician. We know communication is important and essential in getting people back to work and helping you understand the medical treatment.

In general, most work-related injuries can be handled at the clinic. However, there will be times when the use of the emergency room is appropriate. From past experience you probably know that getting reports from any emergency room can take a long time. If any of your employees uses a Banner Health Emergency Department, our case coordinators have access to emergency department reports and can help you get them in a timely manner.

All employees conducting drug testing are certified by DOT standards and attend training classes as required in 49 CFR. These are our standard policies and procedures for DOT and Non-DOT testing.

BOHS utilizes CRL, Clinical Reference Laboratories, a SAMSHA certified lab, for all DOT testing. CRL is also the lab we use for lab-based non-DOT testing.

BOHS also utilizes rapid/instant drug testing through the E-screen testing system. Non-DOT 5 panel drug screens are processed and analyzed in the clinic. Negative results are reported within 30 minutes of the test. Any non-negative samples are sent to CRL for further testing. Samples

sent to the laboratory take between 24-48 hours to receive results. If the drug screen is positive, a Banner Medical Review Officer reviews the results, contacting the employee for further information, then reporting the results back to the company when the evaluation is complete.

BOHS requires appointments for all services other than injury care and drug testing. Appointments can be made by calling the centralized scheduling desk. Setting appointments allows for better patient flow and shorter wait times. Both the arrival time and the check-out time are recorded into the system. Wait times average around 15 minutes for all services. Wait time studies are done at each clinic on a daily basis. Because we have walk-in injury care, there are times when the wait can be longer. Our goal is to average "in and out" time in less than one hour.

Physical exam results are processed the day after the exam. Each clinic has a case coordinator responsible for processing tests and examinations. Some exams could take longer if results for labs, screening or additional testing is pending. If you need the results of an exam immediately, you can contact the case coordinator and alert them of your need and they will get you the results as needed.

Injury care is reported back to the company via the work treatment & status report on the same day the employee is seen. The report can be sent via internet, fax or mail and it is sent to the person designated by the City of Peoria. If you have any questions regarding any aspect of treatment, we encourage you to call the clinic and discuss it with the provider. Should you want a review of a case, simply contact the case coordinator and this can be set up.

BOSH has a complete on-site mobile team that can provide services at the worksite. This includes drug testing, immunizations, physical exams and wellness activities. We can work with you to set up scheduled, periodic drug testing. There is a minimum requirement of ten drug tests to come on site. BOHS mobile team does not perform individual drug testing.

BOHS is committed to quality service and appreciates when a quality of service issue is brought to our attention. There are several methods for handling a service issue depending on where the problem lies. All issues should be reported to the clinic manager where the incident occurred. The clinic manager can identify the appropriate person to handle and resolve the issue. This can be the clinic manager, the full-time Quality Assurance RN, the medical director, the operations director or the sales representative.

Experience & Capabilities

Banner Occupational Health Services is a part of Banner Health, the largest healthcare provider in the State of Arizona. Banner has been providing medical services since 1911 when it began as Samaritan Health. Banner Health has been a leader in healthcare in Arizona and is dedicated to delivering quality medical care.

It is with this dedication to quality that Banner Occupational Health Services began in 1996. Developed solely to provide Arizona businesses with quality medical care it has grown into five Valley-wide clinics delivering services to more than 5,000 companies.

Occupational Health Services follows the same strict standards as do our medical centers. The same strict national and local inspections apply to the occupational health clinics. Our clinics are in clean, safe professional medical buildings.

Qualified, trained personnel is key to Banner Occupational Health Services. We are proud to have the most qualified, trained staff in Arizona. We have four physicians who are board certified in occupational medicine. Most all physicians are Medical Review Officers; most all physicians are POST certified. Contained in this RFP is a chart for easy summary of our providers and their qualifications and licenses.

Our back office staff is held to high standards. All employees have received DOT 29 CRR Part 40 Training. All have received Breath Alcohol Testing training. Many are CAOHC certified for audiograms.

Occupational Health Services has a full-time trainer and QA manager who is a certified occupational health nurse, certified DOT drug and alcohol trainer, who audits certifications and training for all Banner staff. She provides quarterly QA on Banner staff and clinics and provides corrective action where proficiency deficiencies occur.

Also on the following page you will find a clinic list which includes the administrative staff for Banner Occupational Health Services. Any of the staff is available to you to discuss or meet with you regarding any aspect of our services.

Occupational Health Services staff has the experience to meet the healthcare needs of the employees of the City of Peoria. We have fifteen years of providing the services that the City of Peoria is requesting. We have been providing these same services to government entities such as City of Chandler, City of Mesa, City of Apache Junction, City of Avondale, City of Maricopa and City of Tempe. We manage the injury care and perform hundreds of POST exams every year and our Medical Director, Kurt Zangerle in on the POST board and is a class instructor.

Occupational Health Services has the experience, the equipment, the staff and the locations to meet the needs of the City of Peoria.



**Banner Occupational
Health Services**

CLINICS AND CONTACTS

Appointments call Central Scheduling: (602) 747-3511

All Emails are formatted firstname.lastname@bannerhealth.com

Website www.Bannerhealth.com/AZoccupationalhealth.

<p>Desert Clinic 2225 W. Southern Mesa, AZ 85202 Phone 480-412-3275 Fax 480-412-8760 Hours: Monday-Friday 7am – 6pm Rian Childers, Clinic Manager Phone: 480-412-3829 Theresa Ybarra, Case Coordinator Phone: 480-412-3527 Fax 480-412-8701 Descha Faulkner, Case Coordinator Tech Phone: 480-412-4091</p>	<p>Thunderbird Clinic Paseo Medical Plaza 5601 W. Eugle Ave., Suite 213 Glendale, AZ 85304 Phone 602-865-5818 Fax 602-865-5651 Hours: Monday-Friday 7am – 6pm Katheryn Kovacic, Clinic Manager Phone: 602-865-5081 Mary Whitis, Case Coordinator Phone: 602-865-5616 Fax: 602-865-5828 James Climer, Case Coordinator Tech Phone: 602-865-5720</p>
<p>Good Samaritan Clinic Edwards Medical Building 1300 N. 12th Street, Suite 520 Phoenix, AZ 85006 Phone: 602-839-4456 Fax: 602-839-3182 Hours: Monday-Friday 8am to 10pm Saturday & Sunday 8am to 4pm Amanda Carranza, Clinic Manager Phone: 602-839-3723 Rebecca Santoro, Case Coordinator Phone: 602-839-3721 Joel Gamboa, Case Coordinator Phone: 602-839-3724</p>	<p>Gateway Clinic 1920 N. Higley Road, Suite 108 Gilbert, AZ 85234 Phone: 480-543-3300 Fax: 480-543-2689 Hours: Monday – Friday 7am– 6pm Saturday 8am – 4pm Tammy Fabritz, Clinic Manager Phone: 480-543-2696 Amy Romero, Case Coordinator Phone: 480-543-2693 Fax 480-543-2694 Stacey Warners, Case Coordinator Tech Phone: 480-543-2986</p>
<p>Estrella Clinic Estrella Medical Plaza 9305 West Thomas Road, Suite 235 Phoenix, AZ 85037 Phone: 623-327-4100 Fax: 623-327-4170 Hours: Monday – Friday 7am – 6pm Bernice Berry, Clinic Manager Phone: 623-327-7127 Xandria Fitzgerald, Case Coordinator Phone: 623-327-7129 Fax 623-327-4171</p>	<p>Occupational Health Sales and Customer Service: Sharon Kennedy (480)-684-7213 Kathryn Crippen (480)-684-7214 Carol Divich (480)-684-7216 Vickie Bogardus: (480)-684-7217 Fax: (480-684-7218) Billing: Valerie Miller or Sabrina Harbin Phone: 480-684-7231 Billing Address: P.O. Box 29614 Phoenix, AZ 85038 Medical Review Officer Services & Random(s) Program: Isabel Baca On Site Screening Specialist Phone: 602-747-4890 Fax: 602-747-3458</p>
<p>Mobile Services: Cathy Agostino Phone: 602-402-0160</p>	



Banner Occupational
Health Services

West Valley Case Coordinators – Clinic Contacts

Banner Estrella Clinic

Xandria Fitzgerald
Phone: 623-327-7207
Fax: 623-327-4171
Email: Xandria.Fitzgerald@Bannerhealth.com

Banner Good Samaritan Clinic

Joel Gamboa
Phone: 602-839-3724
Fax: 602-839-3182
E-Mail: Joel.Gamboa@Bannerhealth.com

or

Rebecca Santoro
Phone: 602-839-3721
Fax: 602-839-3182
Email: Rebecca.Santoro@Bannerhealth.com

Banner Thunderbird Clinic

Mary Whitis
Phone: 602-865-5616
Fax: 602-865-5828
E-mail: mary.whitis@Bannerhealth.com
Assistant: James Climer: 602-865-5720
E-mail: James.Climer@Bannerhealth.com

Additional Data Support

You will find the following data, in this order, in this section:

- 1) Chart of medical providers which include listings of certifications and license numbers. Should you need copies of individual licenses and certifications, they will be supplied upon your request.
- 2) Resumes of the primary providers at Banner Thunderbird, Banner Estrella and Banner Good Samaritan clinics.
- 2). List of references
- 3) Information about facility locations and hours of operation. We have included maps to the clinics and a variety of versions of maps that are available. We have also printed from the website Mapquest, directions from Peoria's main office to our locations.
- 4) Licenses of each of the clinics.
- 5) List of staffing levels
- 6) Mobile On-site Testing information
- 7) Policy & Procedure for drug and alcohol testing. Banner follows the DOT standards for both DOT and non-DOT testing.
- 8) Quality Assurance Policy & Procedure

BANNER OCCUPATIONAL HEALTH PROVIDER LIST

NAME Primary Clinic	TITLE	LICENSE # STATE	NPI#	POST #	BOARD CERTIFIED	FAA CERTIFIED	TREADMILL CAPABLE	MS4 - ID DICTATION
Kurt F. Zangerle, MD Administration	Medical Director MRO	AZ 13865 Exp. 6/10/13	1982660031	64	Occupational Medicine Emergency Medicine		Yes	13719
Linda A. Burke-Scott, MD Banner Good Samaritan	Physician MRO	AZ 19909 Exp. 9/29/13	1902040264	101	Family Practice		Yes	5695
Vernon J. Williams, MD Banner Good Samaritan	Physician MRO	AZ 19036 Exp. 3/25/13	1650338424	07-013	Emergency Medicine		Yes	48689
Arlen J. Rollins, DO Banner Thunderbird	Physician MRO	AZ 4384 Exp. 12/31/13 Also licensed in OH,CA,FL	1952483463	08-023	Occupational & Environmental Medicine		Yes	48394
Andrew C. Yorgason, DO Banner Thunderbird	Physician	AZ 005705 Exp. 12/31/13	1053548081		Eligible-Occupational Medicine			Pending
Keith D. Mosienko, MD Banner Estrella	Physician	AZ 19175 Exp. 1/31/13	1275670242	08-019	Emergency Medicine		Yes	10111
David E. Frazier, MD Banner Estrella & Thunderbird	Physician MRO	AZ 31579 Exp. 6/17/12	1770553398	08-010	Family Medicine Geriatric Medicine		Yes	950693
Deborah K. Summers, MD Float Physician	Physician	AZ 24915 Exp. 2/10/13	1932179223		Family Practice Urgent Care Medicine		Yes	35933
Robert Buttemiller, MD Pool Provider	Physician MRO	AZ 11502 Exp. 10/9/13	1578511747	08-005	Occupational Medicine Public Health Preventive Medicine Aerospace Medicine OB/GYN		Yes	48576

Page 2
BOHS Provider List

NAME Primary Clinic	TITLE	LICENSE # STATE	NPI#	POST #	BOARD CERTIFIED	FAA CERTIFIED	TREADMILL CAPABLE	MS4 - ID DICTATION
Tiah A. Foster, MD Pool Provider	Physician	AZ 37933 Exp. 4/12/12	1164609087		Occupational Medicine; Psychiatry			42293
Betty Jo Grajeda, MD Pool Provider	Physician	AZ 26549 Exp. 12/16/12	1659578375		Board Eligible: Internal Medicine			85064
Cheryl L. Knight, MD	Physician	AZ33895	1073570982		Family Practice			9817

N:\Groups\Occ/Providers\11/16/11

Pool Provider		Exp. 9/6/13						
William J. Boyd, MD Pool Provider	Physician	AZ 18742 Exp. 5/30/13	1386726081		Anesthesiology Pain Management			25467
Vincent R. Bryne, MD Pool Provider	Physician	AZ 9595 Exp. 5/30/12	1659344976		Board Eligible: Emergency Medicine Internal Medicine			950694
Georgia L. Tsingine, MD Pool Provider	Physician	AZ 33809 Exp. 1/10/13	1407967946		Family Practice			54096
William W. Holland, MD Pool Provider	Physician MRO	AZ 31528 Exp. 4/30/13	1831192590	07-015	Family Practice		Yes	13708
Sergio Szpaizman, MD Pool Provider	Physician	AZ 14776 Exp. 4/10/13	1619031028	0513	Family Medicine			11052
Erik S. Cohen, MD Pool Provider	Physician	AZ43613 Exp. 4/29/13	1871797989		Board Eligible General Surgery			13055
Steven C. Dorsey, MD Seasonal Provider	Physician	AZ 27861 Exp. 4/4/12	1720045594		Family Practice			29555
Sheila J. Zollicoffer-Manley Administration	Nurse Practitioner	RN080206 Exp. 6/30/13	1235195470					11680
Jeannette H. Ku, NP-C Float Provider	Nurse Practitioner	AZ2855 Exp. 6/30/12	1225224496					950695
Janet L. Hunter-Scott Float Provider	Physician Assistant	AZ3582 Exp. 6/1/12	1427101633					42221
Roger D. Scott Float Provider	Physician Assistant	AZ 3627 Exp. 6/1/12	1467480384					49815

Curriculum Vitae

Linda A. Burke-Scott M.D.

Address:



Education:

Post Graduate:

Samaritan Physician Leadership Institute
Arizona State University - College of Business
Tempe, Arizona - March 1994 - October 1994

Internship / Residency:

Family Practice
Good Samaritan Regional Medical Center
Phoenix, Arizona 1989-1992

Teaching Skills Seminar for Residents
University of Arizona 1991 - 1992

Medical School:

University of Arizona College of Medicine
Tucson, Arizona
Doctor of Medicine 1985 - 1989

Undergraduate:

Arizona State University
Bachelor of Science
Graduated: May 17, 1985

Professional Experience:

Banner Occupational Health – Staff Physician

May 2010 - Present

Concentra – Center Medical Director –

April 2009- April 2010

Medical-Legal Consultant - Various Law Firms

2000-2010

Banner Health Systems Good Samaritan Occupational Health

2001-2004

Progressive Medical Associates Desert Samaritan Urgent Care

2000-2001

East Valley Regional Health Systems Gilbert Urgent Care /Sun Lakes Urgent Care

1998-2001

Samaritan Health Center - Ahwatukee Foothills

Clinical Director / Primary Care Practitioner – Family Practice

1995-1997

Linda Burke-Scott M.D. LTD.

Private Practice – Family Medicine

1992-1995

National Clinical Research Centers. Inc.

Sub-Investigator / Medical Researcher

1992-1993

Clinical Scholar

Good Samaritan Family Practice Residency

Practice Management Curriculum Development

1992

Cigna Healthplan of Arizona / Urgent Care

1991-1992

Arizona Physicians Center / Urgent Care

1991-1992

Good Samaritan Regional Medical Center / Emergency Department

1991-1992

Maricopa Medical Center

Cardiac Catheterization and Angiography

Department Manager /Registered Radiologic Technologist

1976 - 1989

Professional Activities:

American Academy of Family Practice 1991-present Diplomat

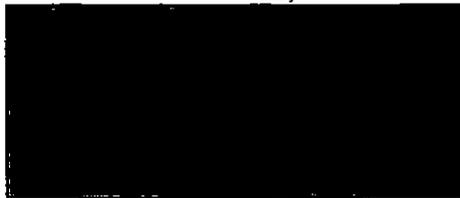
Samaritan PrimeCare Network - Board Member

Good Samaritan Regional Medical Center Department of Family Practice - Vice
Chairman

Computerized Ambulatory Record System Committee - Chairman

Arizona Academy of Family Practice - Delegate for Maricopa County - Public Affairs
Committee

Vernon Jon Williams, M.D.



Curriculum Vitae

April, 2010

Current post graduate Certifications

Medical Review Officer

MROCC Certificate #: 06-06981, 8/17/2006

Current through August 16, 2012

ACLS/BLS

Current through February 2011

Peace Officer Standards & Training

April 2007

Board Certification

American Board of Physician Specialties

Emergency Medicine (BCEM)

January 22, 2000

Current through December 2010

State License

Ohio

License #: 57606, issued November 7, 1988

Lapsed

Arizona

License #: 19036, issued September 1, 1989

Current through March 29, 2011

Current Society Memberships

American College of Occupational & Environmental Medicine

American Association of Physician Specialists

Medical Education

Medical College of Ohio
Toledo, Ohio
September 1983 – August 1987
Doctor of Medicine, August 1987

Undergraduate Education

Ohio State University
Columbus, Ohio
September 1983 – June 1987
Bachelor of Science with major in Psychology

Medical School Honors/ Awards

Honors in Behavioral Science

Residency Training

General Surgery
Medical College of Ohio
Toledo, Ohio
August 1987 – October 1988

Employment

February 2006 – present
Banner Occupational Health Services
Banner Good Samaritan Medical Center
1300 North Twelfth Street Suite 520
Phoenix, Arizona 85006

January 2000 – February 2006
Promptcare, P.C.
3641 North Hwy. 95
Bullhead City, Arizona
Urgent Care Staff Physician

January 1998 – February 2006
Havasu Emergency Physicians
101 Civic Center Drive
Lake Havasu City, AZ 86403
Emergency Physician @ Havasu Regional Medical Center in Lake Havasu City, Arizona

December 1989 – December 1997

Spectrum Emergency Care, Inc. West

Emergency Physician

Various small hospital ED's in western Arizona to cover staffing shortages

Full time at Havasu Samaritan Regional Hospital in Lake Havasu City, Arizona

October 1987 – December 1989

Spectrum Emergency Care, Inc. East

Emergency Physician

Various small hospital ED's in NE Ohio to cover staffing shortages

Full time at Henry County Hospital in Napoleon, Ohio

June 1981 – August 1983

University Hospital at Ohio State University

Ward clerk, neonatal intensive care

Clerical work as a means of financing undergraduate education

June 1976 – September 1979

Schneider Pet Hospital/ SC Veterinary Emergency Clinic

Registered Veterinary Technician

Registered by examination, under a grandfather clause, at age 16. This experience is largely what inspired my interest in medicine.

Research Experience

June 1984 – September 1984

Medical College of Ohio

“The Response of Canine Liver to Intra-operative Interstitial Hyperthermia”

Published in “Proceedings of the Radiation Research Society: 33rd Annual Meeting” May 5-9, 1985 Pg. 58

Supervised by Ralph Dobelbower, MD/PhD.

June 1982 - September 1982

Ohio State University

Familial patterns in eating behaviors and their relation to obesity. This involved directly observing family eating habits as well as recording the food they stored in their households. This was not published, as we were unable to find a correlation to obesity.

Supervised by Stephen Beck, PhD

Letters of Reference Available or Contact:

Kurt Zangerle, MD

1300 N. 12th. Street, Suite 407

Phoenix, AZ 85006

(602) 747-4646

DENNIS E. FRAZIER, MD

OBJECTIVE

Seeking professional position commensurate with experience that will provide a challenging environment.

EXPERIENCE

Feb 2009-present Alliance Urgent Care Phoenix, AZ
2008-present Banner Hospital Occupational Medicine Phoenix, Az

2008-2009 Concentric Medical Clinic SW Phoenix, AZ
Medical Director

- Provide managerial expertise and onsite client visits.
- Participated in injury care, DOT certification exams, and other exams.
- Provide support and supervision for 2 other physicians.
- Conducted weekly Clinical Leadership Team meetings.

1995-2007 Family Practice Medical Group Michigan City, Indiana
Medical Director of Urgent Care and Occupational Clinic

1987-1995 Private Practice Michigan City, Indiana

1986-1987 St. Anthony Hospital Michigan City, Indiana
ER Physician

1982-1986 Family Practice Walkerton, Indiana
South Bend Memorial South Bend, Indiana

Family Practice-Clinical Director-Rural Unit

1980-1982 Private Practice French Lick, Indiana

1979-1980 Hammond Clinic Hammond, Indiana 1977-

1979 Hawley Army Health Clinic Indianapolis, Indiana

Certifications:

Family Practice 1977, Recertification 1983, 1989, 1995, 2001

CAQ Geriatrics 1990, 2000 - MRO 2003, 2006 - ACLS 2007, 2009

Certified Medical Director

Registered Physician, State of Arizona, License 31579

EDUCATION

1970 Bachelor of Arts Indiana University - Gary, Indiana

1974 Medical School, MD Indianapolis, Indiana

Internship/Residency, 1974-1977 Tripler Army Medical Center - Honolulu, Hawaii



K. DAVID MOSIENKO, M.D., F.A.C.E.P.



Professional Education

- 1968 – 1972 **UNIVERSITY OF TORONTO**
Toronto, Ontario, Canada
Doctor of Medicine
- 1972 – 1973 **ST. MICHAEL'S HOSPITAL**
Toronto, Ontario, Canada
Medicine Internship

Board Certification

- 1984,1994,2003 **American Board of Emergency Medicine**

Fellowship Status

- 1986 **Life Fellow, American College of Emergency Medicine**

Professional Experience

- 2/2006 – Present **Occupational Medicine Physician**
Banner Occupational Health Services, Phoenix, AZ
Part-time status
- 11/2006 – 2/2006 **Occupational Medicine Physician**
Concentra Medical Centers, Phoenix, AZ
Part-time status
- 1/2005 – 11/2006 **Retirement from Emergency Medicine**
Status – inactive
- 9/2000 – 1/2005 **Senior Attending Physician Emergency Medicine**
W.O. Boswell Memorial Hospital, Sun City, AZ
Del E. Webb Memorial Hospital, Sun City West, AZ
- 1994 – 2000 **Medical Director Emergency Medicine and EMS**
Clearfield Hospital, Clearfield, PA
- 1991 – 1994 **Medical Director Emergency Medicine and EMS**
Alton Memorial Hospital, Alton, IL

Page Two

K. David Mosienko, M.D., F.A.C.E.P.

1982 – 1991 **Medical Director Emergency Medicine and EMS**
Greater Canonsburg Health System, Canonsburg, PA

1978 – 1982 **Medical Director Emergency Medicine and EMS**
Weirton Medical Center, Weirton, WV

1973 – 1978 **Emergency Medicine, Family Practice**
Memorial Hospital, Bowmanville, Ontario, Canada

Affiliations

American College of Emergency Physicians

Licensure

Arizona



Banner Occupational Health Services

Arten J. Rollins, D.O., M.Sc., F.A.C.P.M.

Occupational Medicine

Contact Information: Office Phone 602-865-5065/Fax 602-865-5651

CURRICULUM VITAE



Born: Cleveland, Ohio

Education:

1. Shaker Heights High School, Cleveland, Ohio
Attendance: 1961-1964, Diploma.
2. Miami University, Oxford, Ohio
Major: Zoology. Minor: Chemistry
Attendance: 1964-1968. A.B. Degree.
3. Midwestern University: Chicago College of Osteopathic Medicine
Chicago, Illinois
Training: two years of basic sciences, two years
Clinical and hospital practice.
Attendance: 1969-1973, D.O. Degree (Dr. of Osteopathic Medicine)
4. Phoenix General Hospital, Phoenix, Arizona
Rotating Internship
Attendance: 1973-1974, Intern Certificate received.
5. University of Cincinnati, College of Medicine
Cincinnati, Ohio
Attendance: 1974-1977. M.Sc. in Occupational Medicine.
Completed Thesis: "The Use of Dynamic Strength Testing to Assist in the

Selection of Individuals for Heavy Manual Materials Handling Jobs".

Resident in Occupational Medicine.

Special Training:

1. Title: Industrial Hygiene Engineer
Employer: City of Cleveland, Bureau of Industrial Hygiene
Dates of Employment: 6/68-8/69
Training: On the job training by supervisor with an M.S. in Industrial Hygiene. Also I attended United States Public Health Service courses in Industrial Hygiene Engineering, Air Pollution Control Technology, and Industrial Ventilation.
2. Attended Cleveland Marshall College of Law course on Workers' Compensation, 1/84-5/84
3. United States Department of Health and Human Services
NIOSH Certified to read Chest X-rays for Pneumoconiosis 11/1/89.
4. Completed Medical Review Officer Course in 1990 presented by the American College of Occupational Medicine. I was certified as an MRO by the Medical Review Officer Certification Council on 12/18/96. I was then Re-Certified after examination on 7/22/01 and again on 12/12/06 by AAMRO.
5. Completed The Physician Executive Institute at the Case Western Reserve University Health Systems Management Center, December 1999
6. In 2007 I completed a two year Chronic Pain Management Training Program at the Case School of Medicine leading to a certificate

Memberships:

American Medical Association
American Osteopathic Association
Cleveland Academy of Medicine:
Medical Legal Committee 1989-1992
Member Public Health Committee 1993-1997
President Western Reserve Medical Directors' Association
Fellow American College of Preventive Medicine
Fellow of the American College of Occupational and Environmental Medicine
Formally Member of the Medical Surveillance Education Committee
Past Member of the Occupational Medical Practice Committee
Current member Practice Guidelines Panel for Treatment of the Hand
Fellow and former Board Member American Osteopathic Academy
of Public Health and Preventive Medicine
Past member American Industrial Hygiene Association

Former Board Member of the International Toxic Inhalation Research Group

Board Certification:

Certified as a Specialist in Occupational and Environmental Medicine by the A.M.A., American Board of Preventive Medicine in 1981

Hospital Staffs:

University Hospitals, Bedford Medical Center
 University Hospitals of Cleveland
 Cleveland Clinic CompreCare Member
 Hillcrest Hospital

Licensure:

Following examination I became a Diplomate of the National Board of Examiners for Osteopathic Physicians and Surgeons, thus by reciprocity I am entitled to licensure in all states. I was licensed by examination in Arizona in 1973 and California in 1986. Presently I am licensed in Arizona, California, Florida and Ohio.

Past Positions

-From July 1974-September 1977 employed as the Chief Physician at a Ford Motor Company Plant in Cincinnati, Ohio.

-From September 1977-December 1979 Associate Medical Director of the East Side Occupational Health Center in Cleveland, Ohio, a private industrial medicine clinic that served the needs of over 70 companies with a combined employee population of more than 7,000.

-From 1979 until closing in 1988 Medical Director of S.K. Wellman Corp.

-From 1981-1986 Staff Physician and Medical Consultant for Ohio Bell Telephone

-From 1979- until closing of the Medical Department in December 2007,
 Medical Director of Ferro Corporation

-Past Member of Ohio BWC House Bill 107 Health Care Advisory Committee

-Formerly CWRU Environmental Toxicology Center Consultant

-From 1986-June 1999 & 2006- Present Medical Director and MRO of the Occupational Health Program at the University Hospitals of Cleveland, Bedford Medical Center

Present Positions:

-Since 2008

•Medical Staff Member, Banner Occupational Health Services

-Since 1979

- Medical Director, Morgan ElectroCeramics(A Piezoelectric plant)

-Since 1986:

- Medical Director I. Schumann and Company(Brass foundry)
- Plant Physician, Ford Motor Company, Walton Hills Stamping Plant
- University Hospitals of Cleveland, Clinical Instructor in Medicine
- President, Occupational Health Management Consultants

-Since 1990 Occupational Health Consultant to American Spring Wire Corp.

-Since 1998: Corporate Occupational Health Consultant to Cleveland Cliffs Inc.

-Beginning in 2006:

- Employed as an Occupational Health Physician for University Hospitals Medical Practices serving as the Occupational Health Physician and MRO for the Bedford Medical Center and their local Corporate Health Department
- Occupational Health Consultant to Shiloh Industries Inc.(Metal Stamping)

-2007 Core Member of the Northern Ohio Stay at Work/Return to Work Initiative and Committee Member in revising the ACOEM Position Statement on the Role of the Attending Physician

-For the past 30 years I have performed Independent Medical Examinations for many companies, actuaries and attorneys, including the Ohio Attorney General's Office

Recognition:

- Since 1984, listed in the Marquis Who's Who in the Midwest
- In 1987 listed in Emerging Leaders in America and in 1994 listed in Who's Who in the World, and in Who's Who in America
- Recipient A.M.A. Physician's Recognition Award for Continuing Education.
- In 1989 I was approved by the Chief Medical Advisor of the Industrial Commission of Ohio to provide Specialist's Report Examinations. I am currently a Certified Provider for the BWC.
- In 2003 appointed by the National Institute of Occupational Safety and Health (NIOSH) to serve as a member of the Department of Energy's Office of Worker Advocacy Physician Panel

Civic Duties

- Appointed Jury Foreman in Criminal Prosecution case
- Appointed Member of Cable Committee in Beachwood, Ohio
- Past member of election committees for Judge and Councilman
- Trained Volunteer Ohio Medical Reserve Corps(Basic Disaster Life Support)

Presentations:

- "Overview of Occupational Medicine" presented to the Staff of Brentwood Hospital- 6/30/80
- "Low Back Pain in Industry- Causes and Prevention" presented to the Northeastern Ohio Chapter of the American Association of Occupational Health Nurses- 9/12/85
- Discussion on Low Back Pain, "The Morning Exchange" WEWS- 12/23/85
- "Urine Drug Screening in Industry" presented to the Northeastern Ohio Chapter of the American Association of Occupational Health Nurses- 1/9/86
- Occupational Health Grand Rounds, "A Case report of Trimellitic Anhydride Sensitization" 6/17/86 University Hospitals of Cleveland:
- Occupational Health Grand Rounds " A Case Report and Discussion of Teflon Fume Fever"- 8/19/86
- Lecture on "Urine Drug Screening in Industry" presented at a seminar sponsored by the Bay Village Community Care Committee- 4/1/87
- Discussion on the Heart Aid, an automatic defibrillator "The 11 O'clock News" WKYC- 9/15/88
- Represented the Cleveland Academy of Medicine to give an overview of Occupational Medicine on "Health Lines" a radio program on WCLV, 95.5
- Overview of Legionella Infection to the International Toxic Inhalation Research Group and Western Reserve Medical Directors in 2003
- Presentation on Medical Legal Issues, Repetitive Motion Disorders and Urine Drug Screening at Workers' Compensation Seminar held by Calfee, Halter and Griswold, on May 7, 2004
- Presentation on Medical Legal Issues and Repetitive Motion Disorders at the Western Reserve Medical Directors' Association in September 2004
- Overview and Instruction on use of the AED to Cleveland Cliffs employees, 2005
- Presentation on Medical Legal Issues to the Ohio State Bar Association Workers' Compensation Seminar on December 2, 2005
- Presentations to Self Insurers' Group of Ohio; Exams and IME's: A Hands-On Demonstration, and The Occupational Disease Claim: A Medical Perspective on March 15, 2006
- Medical Panel Member at VocWorks' Workers' Compensation case discussion on 4/12/06
- Lectures-Bedford Medical Center
 - Lecture on The Americans with Disabilities Act 1992
 - Lecture on Carpal Tunnel Syndrome 1993

- Lecture on Low Back Pain 1993
- Lecture on Drug Testing in Industry 1996

Research:

- Master's Thesis "The use of Dynamic Strength Testing to Assist in the Selection of Individuals for Heavy Manual Material Handling Jobs" 1984
- Ongoing Study of the Various Causes of Carpal Tunnel Syndrome
- Ongoing Study on the Biological Effects of Blood Leads ranging from 10-50 Ug/100 grams Lead
- Ongoing Study on the Biological Effects of Low Level Exposure to Depleted Uranium

KURT ZANGERLE, MD, MPH



BOARDS: Diplomat, American Board of Emergency Medicine, 1985 & 1996
Diplomat, National Board of Medical Examiners
Diplomat, American Board of Preventive Medicine 2003

POSTGRADUATE:
Residency: Emergency Medicine
University of Arizona
Tucson, Arizona
1982 - 1984

Internship: Brooke Army Medical Center
San Antonio, Texas
1978 -1979

EDUCATION:
Medical School: New York Medical College
Valhalla, New York
MD Degree
1975 - 1978

Undergraduate: Rutgers University
New Brunswick, New Jersey
BA Degree
1969 -1974

Graduate: University of Arizona
Tucson, Arizona
Masters in Public Health
August 1997 - December 1998

ACADEMIC

APPOINTMENTS: Assistant Professor of Surgery
Hahnemann University
Philadelphia, Pennsylvania 1988 - 1990

Assistant Professor of Clinical Surgery
UMDNJ / Robert Wood Johnson Medical School
Camden, New Jersey
1987 - 1988

Clinical Instructor in Surgery
University of Pittsburgh School of Medicine
Pittsburgh, Pennsylvania
1984 - 1986

PRACTICE EXPERIENCE:

Medical Director
Banner Occupational Health Services
1300 N 12th St, Ste 405
Phoenix, Arizona
Full time April 2004 to present

Staff Physician
Concentra
320 East McDowell
Phoenix, Arizona
Part time May 1997 to July 27, 1998
Full time July 1998 to April 2004

Staff Physician
Community Emergency Physicians, P.C.
Community Medical Center
99 Route 37 West
Toms River, New Jersey
Dec. 1993 – May 1997

Staff Physician
Northwest Tucson Emergency Physicians, P.C.
Northwest Hospital
La Cholla / Orange Grove
Tucson, Arizona
June 1990 - Dec. 1993

Director, Pediatric Urgent Care
Northwest Hospital
La Cholla / Orange Grove
Tucson, Arizona
April 1993 - Oct. 1993

Attending Physician
Division of Emergency Services
Hahnemann University Hospital
Broad and Vine Streets
Philadelphia, Pennsylvania
1988 - 1990

Attending Physician, Emergency Medicine
Cooper Hospital / University Medical Center
One Cooper Plaza
Camden, New Jersey
1986 - 1988

Medical Director of ACLS Course
Cooper Hospital / University Medical Center
One Cooper Plaza
Camden, New Jersey
1987 - 1988

Attending Physician
Director of Prehospital Care
Department of Emergency Medicine
Mercy Hospital
Pittsburgh, Pennsylvania
1984 - 1986

Transport Physician
STAT (Specialized Treatment and Transport)
Center for Emergency Medicine of Western Pennsylvania
Pittsburgh, Pennsylvania
1985 - 1986

Chief Department of Emergency and Outpatient Services
Ft. Monmouth, New Jersey
1981 - 1982

Commander
Patch Barracks Dispensary
Vaihingen, West Germany
1980 - 1981

Commander
763rd Medical Detachment
Muenchweiler, West Germany 1979 - 1980

LICENSES: Arizona

PROFESSIONAL SOCIETIES: American College of Occupational and Environmental Medicine

CERTIFICATIONS: Exercise Stress Testing: April 2002

PERSONAL: Date of Birth: June 10, 1951 - Camden, New Jersey
Marital Status: married

REFERENCES: Available on request

PUBLICATIONS: Zangerle, KF, Iserson, KV, Bjelland, JC:
Usefulness of plain radiographs in suspected renal colic.
Annals of Emergency Medicine, April 1985.

Zangerle, KF, Iserson, KV:
DRG's and Emergency Medicine.
American Journal of Emergency Medicine, December 1983.

Zangerle, KF, Wolford, R:
Syncope and conduction disturbances after sublingual nifedipine for hypertensive urgency; a case report.
Annals of Emergency Medicine, October 1985; 14(10):1005-06.

Robert Buttemiller MD, MPH

OBJECTIVE

Medical position (part or full-time, administrative and/or clinical) with emphasis in areas of:

**Occupational Health
Public Health/Preventive Medicine
Aerospace Medicine**

PROFESSIONAL EXPERIENCE

Widely experienced as occupational health physician and military medical officer with multi-board certification.

Occupational Health Practitioner

Eleven years direct patient care with one of America's largest occupational health organizations.

New industrial injuries, re-checks, and physicals for up to forty patients per day.

Military Hospital Commander

Spearheaded catchment area management project, saving over \$2 million in CHAMPUS (Tri-Care) funds in first year.

Specialty combination led to resolution of fetal protection problems in the workplace.

LICENSURE

**Arizona
Illinois (inactive)
DEA and BCLS current**

EDUCATION/TRAINING

**BA, Chemistry, Northwestern University, Evanston, IL
MPH, University of Texas, San Antonio Campus, TX
MD, Northwestern University (now Feinberg School of Medicine)
Chicago, IL**

Rotating Internship, Northwestern Memorial Hospital, Wesley Pavilion, Chicago, IL

**OB-GYN residency, Northwestern Memorial, Wesley Pavilion
Chicago, IL**

**Aerospace Medicine Residency, Brooks AFB, TX
Board certified OB-GYN, Public Health, Preventive Medicine
Associate Fellow Aerospace Medical Association
Member American Medical Association**

EXPERIENCE--Reverse chronology 20 years

31 Jan 06-present	Staff physician, Occupational Health, Banner Health, Phoenix, AZ
03 Jul 99-30 Jan 06	Senior staff physician at large (float) Concentra Medical Centers
11 Jul 97-02 Jul 99	Medical Director, Concentra Northwest
01 Oct 95-10 Jul 97	Staff physician, Concentra West
01 Jan 95-30 Sep 95	Staff physician, Concentra Metro
14 Dec 94-31 Dec 94	Physician Trainee, Concentra Airport
01 Oct 94-13 Dec 94	Terminal Leave status United States Air Force
01 Jul 93-30 Sep 94	Chief Medical Inspections USAF Medical Corps Kirtland AFB, NM
01 Feb 91-30 Jun 93	Director Medical Inspections, Inspection Cntr Norton AFB, CA
01 Jul 85-31 Jan 91	Commander, 832d Medical Group USAF Hospital, Luke AFB, AZ

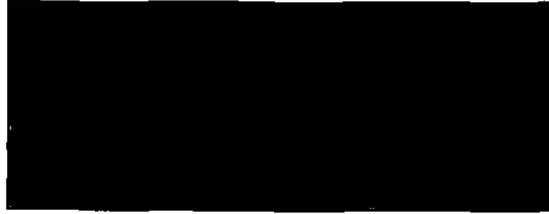
PUBLICATIONS

Hemophilla, The Gene That Became A Plague-Master's Thesis 1983
The Military Gravida and Pregnancy Outcome-Military Medicine, Dec 1984

PERSONAL

Alpha Omega Alpha Medical Honorary
Recipient numerous military decorations including The Legion of Merit
Married, three children, completed Air Force career as Colonel, USAF-MC

ANDREW C. YORGASON



EDUCATION

**Arizona College of Osteopathic Medicine of Midwestern University, Glendale, Arizona
D.O. (Doctor of Osteopathy), May 2008**

West Virginia University, Morgantown, West Virginia

M.P.H. (Master of Public Health), projected graduation: June 2011

Master's Project: Green Jobs and Safety: A Review of Current Data from NIOSH Fatality Investigations and Health Hazard Evaluations Master's Advisor: Chris Martin, M.D., M.Sc.

Midwestern University, Glendale, Arizona

M.H.P.E. (Master of Health Professions Education), May 2008

Master's Project: Web-based Radiology Teaching Module for Third Year Medical Students at AZ-COM Master's Advisors: Christine Morgan, Ed.D. and Charles Finch, D.O.

Brigham Young University, Provo, Utah

B.A. *magna cum laude* in Anthropology, Sociocultural Emphasis, April 2004

Senior Thesis: "Diviners are Gods' Pharmacists: Understanding Culture in Medicine" Minor: Music

LICENSURE /CERTIFICATION

West Virginia Board of Osteopathy, Weirton, West Virginia.

Licensed Doctor of Osteopathic Medicine. Expiration: June 30, 2011. License # 2417

**National Institute for Occupational Safety and Health (NIOSH), Morgantown, West Virginia
Spirometry Certification, Instructor: Mary Townsend, Completed: March 24, 2010**

**Council for Accreditation in Occupational Hearing Conservation, Milwaukee, Wisconsin
Occupational Hearing Conservationist, Instructor: Roger Angelelli, Expiration: March 27,
2015**

**West Virginia University, Morgantown, West Virginia
Clinical Tropical Medicine, Module 1 Certificate, Completed: June 25, 2010**

**American Heart Association, Dallas, Texas
Advanced Cardiac Life Support Certification, Expiration: June 30, 2012
Basic Life Support Certification, Expiration: June 30, 2011**

MEDICAL EXPERIENCE

**West Virginia University, Morgantown, West Virginia
Occupational and Environmental Medicine Resident, 2009-present Projected completion:
June 2011**

**Ohio Valley Medical Center, Wheeling, West Virginia
Internal Medicine Intern, 2008-2009**

TEACHING AND EDUCATIONAL EXPERIENCE

**Institute of Occupational and Environmental Health, Morgantown, West Virginia
Chief Resident, July – December 2010**

Duties include participating in university-wide medical resident committee, aiding in designing curriculum for weekly resident didactic sessions, regularly organizing and presenting brief lectures, and recruiting lecturers for weekly department Grand Rounds lectures.

The Church of Jesus Christ of Latter-day Saints

Institute of Religion Instructor, 2010

Created and delivered lesson plans for religious education to primarily 18-30 year old young adults as a weekly, 1-hour course.

Ohio Valley Medical Center, Wheeling, West Virginia

Medical Student Lunchtime Study Group Leader, 2008 - 2009

Guided board study and lectures on basic applied medicine for rotating students.

Arizona College of Osteopathic Medicine, Glendale, Arizona

Teaching Assistant, Introduction to Radiology, 2008

Implemented MHPE Practicum "Web-based Radiology Teaching Module for Third Year Medical Students." Designed the course curriculum, structure, and requirements; administered all quizzes.

Unite for Sight, Glendale, Arizona

Youth Presenter, 2005

Traveled to elementary schools and presented material regarding basic eye health.

The Church of Jesus Christ of Latter-day Saints

Youth Instructor, 2004 – 2009

Gave Sunday school instruction and served as a counselor and instructor to men and to teenagers.

The Church of Jesus Christ of Latter-day Saints

Home Teacher, 2001 – present

Providing personal religious education and support for individual families in their homes.

The Church of Jesus Christ of Latter-day Saints

Full-time Volunteer Minister, 1999 – 2000

Instructed in religion and English in Washington state, Southern Portugal, and Cape Verde, Africa. Other responsibilities included training of other volunteers and serving as embassy contact.

Brigham Young University, Provo, Utah

Instructor, 2001 – 2004

Administered the science reasoning section of an ACT Preparation Course to high school and college-aged students.

New Haven School, Spanish Fork, Utah

Tutor, 2002 – 2003

Assisted adolescent girls recovering from drug abuse/emotional illness with math and physics.

Weber County School District, Weber County, Utah

Substitute Teacher, 2001

TEACHING AND RESEARCH INTERESTS

Introductory Epidemiology, Public Health, Occupational and Environmental Health and Safety, Global Health, and Toxicology.

Worker Safety in “Green Job” Industries

Current Use of Worksite Wellness Programs

Cultural/Subpopulation Factors' Influence on Health

Influence of Shift-Work and Sleep Patterns on Worker Health

GRANTS /FUNDS RECEIVED

Research Travel Grant, \$500, Golden Key International Honor Society, 2003

RESEARCH EXPERIENCE

**National Institute for Occupational Safety and Health (NIOSH), Morgantown, West Virginia
Guest Researcher, July – December 2010**

Member of fatality investigation team researching cause of death in composting facility. General background researcher into hypothesis-generating stages of safety in “Green Jobs” industry

Brigham Young University, Ghana, Africa

Senior Thesis Researcher, 2003

Conducted research on the role of diviners and biomedicine in Ghanaian hospitals, towns, and villages. Presented findings in ethnographically-based senior thesis.

PRESENTATIONS /POSTERS

“Health Hazards in the Nuclear Industry: Cancer and Non-Cancer Effects from Low-Dose Radiation”

Poster presented at Environmental Health MPH Poster Session; Morgantown, WV; December 7, 2009

RECOGNITIONS /AWARDS

National Merit Scholar, Brigham Young University, 1998-2004

Valedictorian, Fremont High School, Plain City, Utah, 1998

Advanced Placement Scholar with Distinction Award, 1998

Eagle Scout, Boy Scouts of America, 1995

MEMBERSHIPS AND SERVICE

American College of Occupational and Environmental Medicine

American Osteopathic College of Occupational and Preventive Medicine

American College of Preventive Medicine

Tri-State Occupational Medicine Association

American Osteopathic Association

American Medical Association

Multiple Leadership/Management Positions, Church of Jesus Christ of Latter-day Saints, 1998-present

Intramural Sports Club Vice President, Arizona College of Osteopathic Medicine, 2005-2006

Assistant Varsity Coach, Boy Scouts of America, Troop 460, 2004 – 2005

Chapter President, Golden Key International Honors Society, Brigham Young University, 2003 – 2004

LANGUAGES SPOKEN

English (native)

Portuguese (fluent)

Spanish (intermediate)

Cape Verdean Creole (intermediate)

Russian (beginning)

ASL (beginning)

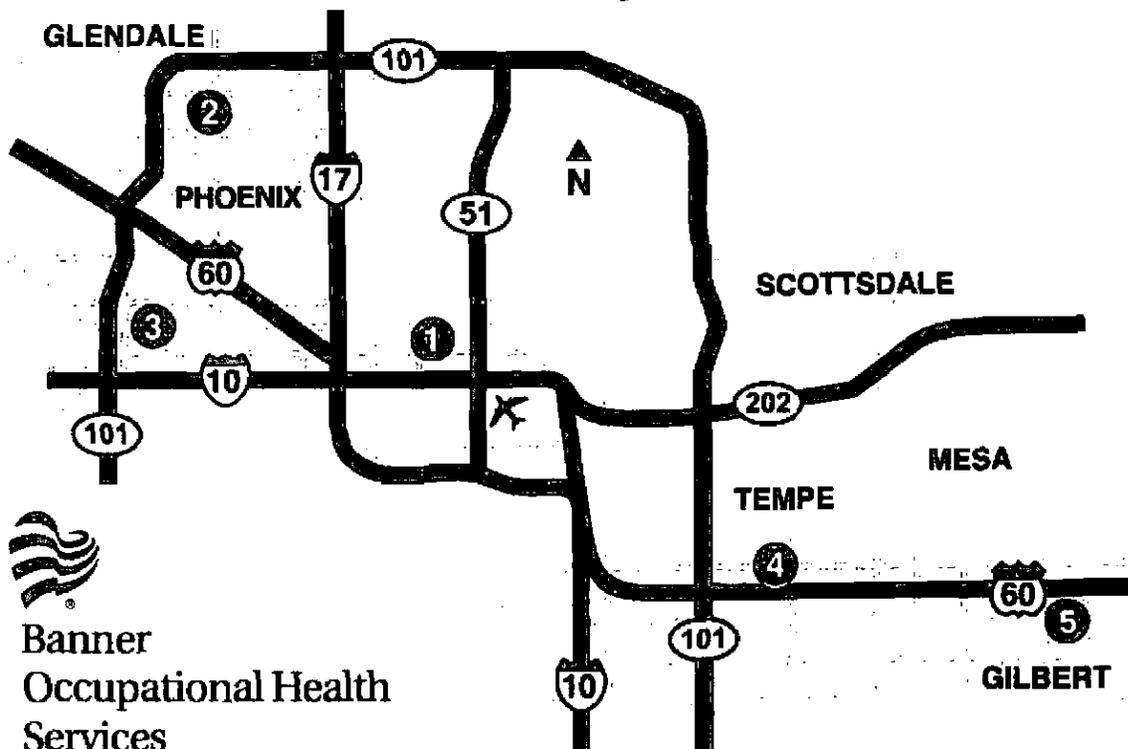
Banner Occupational Health Services

Worker Injury Care *Seven days a week*

Five Valley Locations

- 1** **Banner Good Samaritan Clinic**
Located in the Edwards Medical Plaza
1300 North 12th St. Suite 520
Phoenix, AZ 85006
Phone: 602-839-4456
Hours: M - F - 6 a.m. - 10 p.m.
Sat - Sun - 8 a.m. - 4 p.m.
- 2** **Banner Thunderbird Clinic**
Located in the Paseo Medical Plaza
5601 West Eugie Ave. Suite 213
Glendale, AZ 85304
Phone: 602-865-5618
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 3** **Banner Estrella Clinic**
Located in the Estrella Medical Plaza I
9305 W. Thomas Rd. Suite 235
Phoenix, AZ 85037
Phone: 623-327-4100
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 4** **Banner Desert Clinic**
2225 West Southern Ave
Mesa, AZ 85202
Phone: 480-412-3275
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 5** **Banner Gateway Clinic**
Located in the Gateway Medical Pavilion
1920 N. Higley Rd. Suite 108
Gilbert, AZ 85234
Phone: 480-543-3300
Hours: Monday - Friday
7 a.m. - 6 p.m.
Saturday 8 a.m. - 4 p.m.

Worker Injury Care *Seven days a week*





**Banner Occupational
Health Services**

Banner Thunderbird

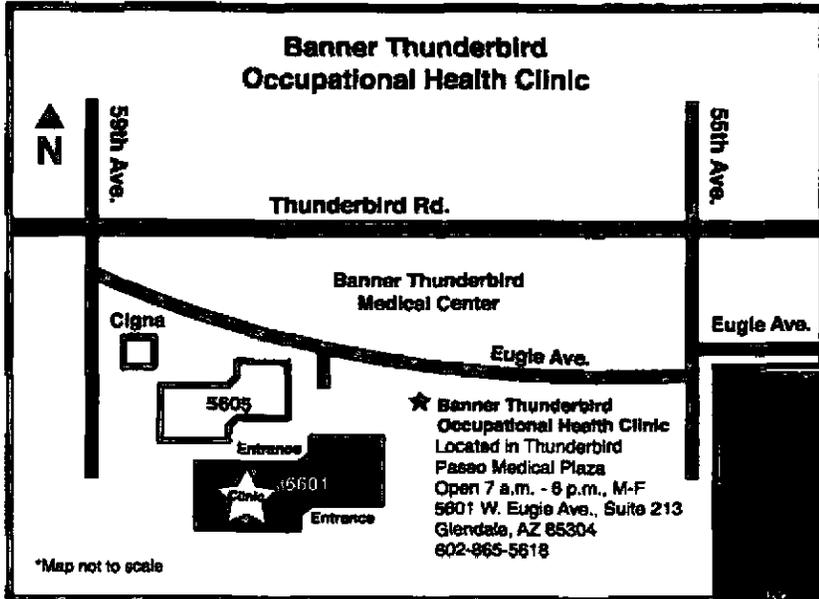
Open 7am – 6pm M-F

Occupational Health Clinic

5601 W. Eugle Ave. Suite 213

Glendale, AZ 85304

(602) 865-5618



Enter Here



Clinic on 2nd Floor



**Clinic is on the South side of Banner
Thunderbird Medical Center on
Eugle Ave., between 55th & 59th Aves.**

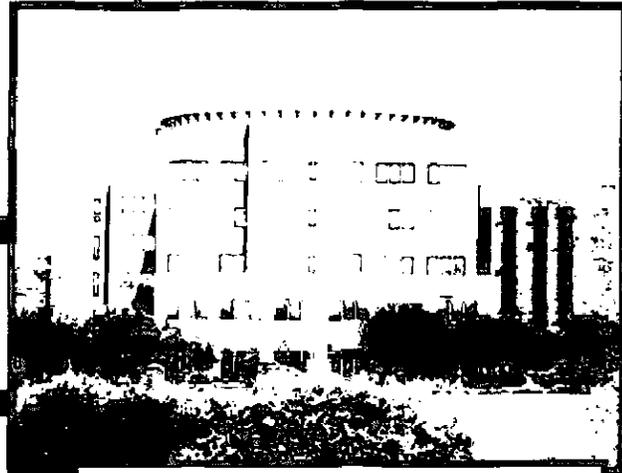
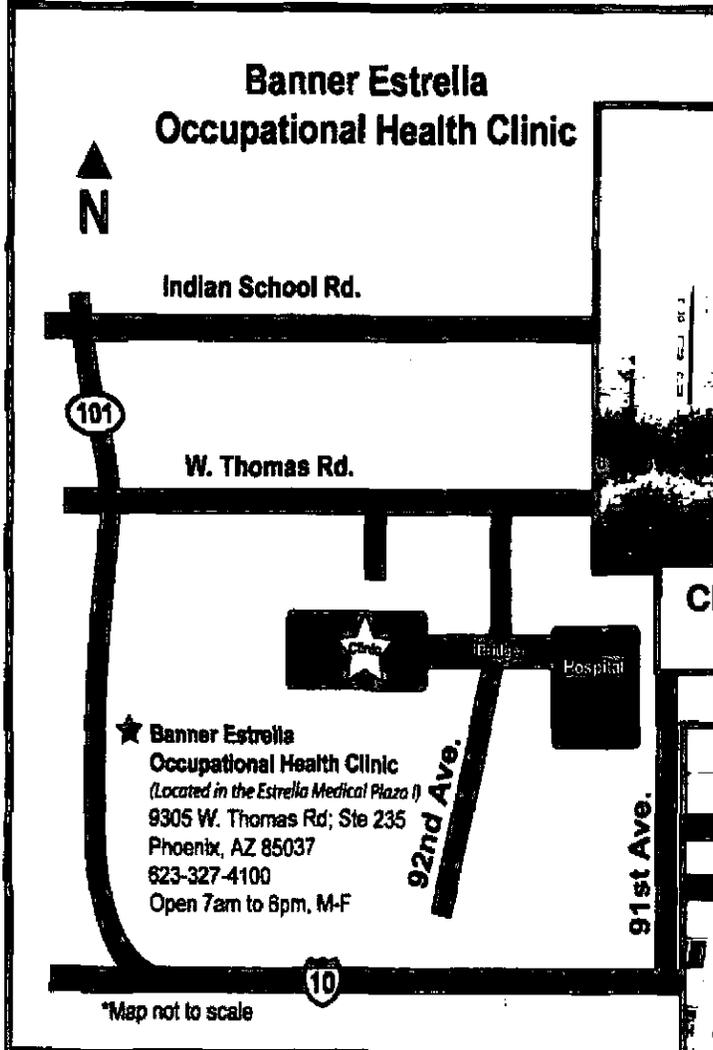


**Banner Occupational[®]
Health Services**

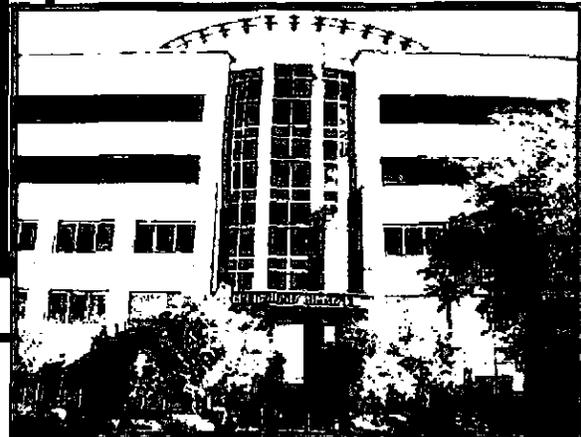
Banner Estrella

Open 7am – 6pm M-F

Occupational Health Clinic
9305 W. Thomas Rd. Suite 235
Phoenix, AZ 85037
(623) 327-4100



**Clinic is in the office building
West of the hospital**



**Enter building on the
South side, clinic is on
the 2nd Floor**

**The Estrella Medical Plaza II is
South of Thomas, East of 101**



Banner Occupational Health Services

In today's unpredictable business environment, survival means achieving and maintaining an edge over the competition. We believe that edge is a strong, healthy and productive work force.

We can help your company gain that edge through a variety of programs aimed at reducing medical costs while improving and maintaining the health and well-being of your employees.

Our goal is to serve you with the highest quality medical services with an emphasis on efficiency and cost containment. At Banner Occupational Health Services, we are well aware of the need for timely, accurate information on the medical status of your employees. We will work to provide you with the most current occupational health services that are tailored to the needs of your workforce 7 days a week.

Banner Occupational Health Services

Visit us at www.Bannerhealth.com

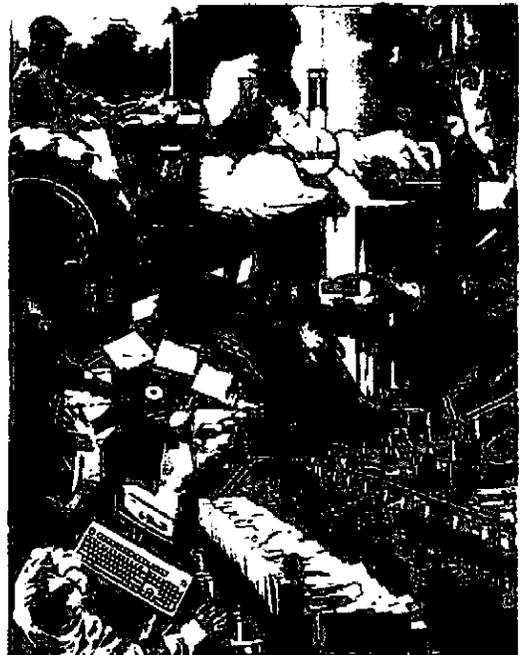
Services available 7 days a week

602-747-3511

Clinic Services

- Worker Injury Care
- DOT Physicals
- DOT/Non-DOT Drug Testing
- Breath Alcohol Testing (BAT)
- Post Offer/Pre-Placement Testing
- Customized Physical Exams
- Respiratory Clearance Evaluation
- Respirator Fit Testing
- Executive Physicals
- Fitness for Duty Exams
- Functional Capacity Assessment
- Vaccinations/Immunizations
- International Travel Immunizations
- Bloodborne Pathogens Exposure Program
- Hearing Conservation Program
- On-Site Health Fairs
- On-Site Flu Shots
- CPR & First Aid Classes
- Health Risk Assessments
- Comprehensive On-site Services
- Wellness Program
- POST Physicals
- On-Site Corporate Nurses

The quality resource for
your workplace health
needs.



There's a new MapQuest - come try it out!



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.



Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

1300 N 12th St
Phoenix, AZ 85006-2848

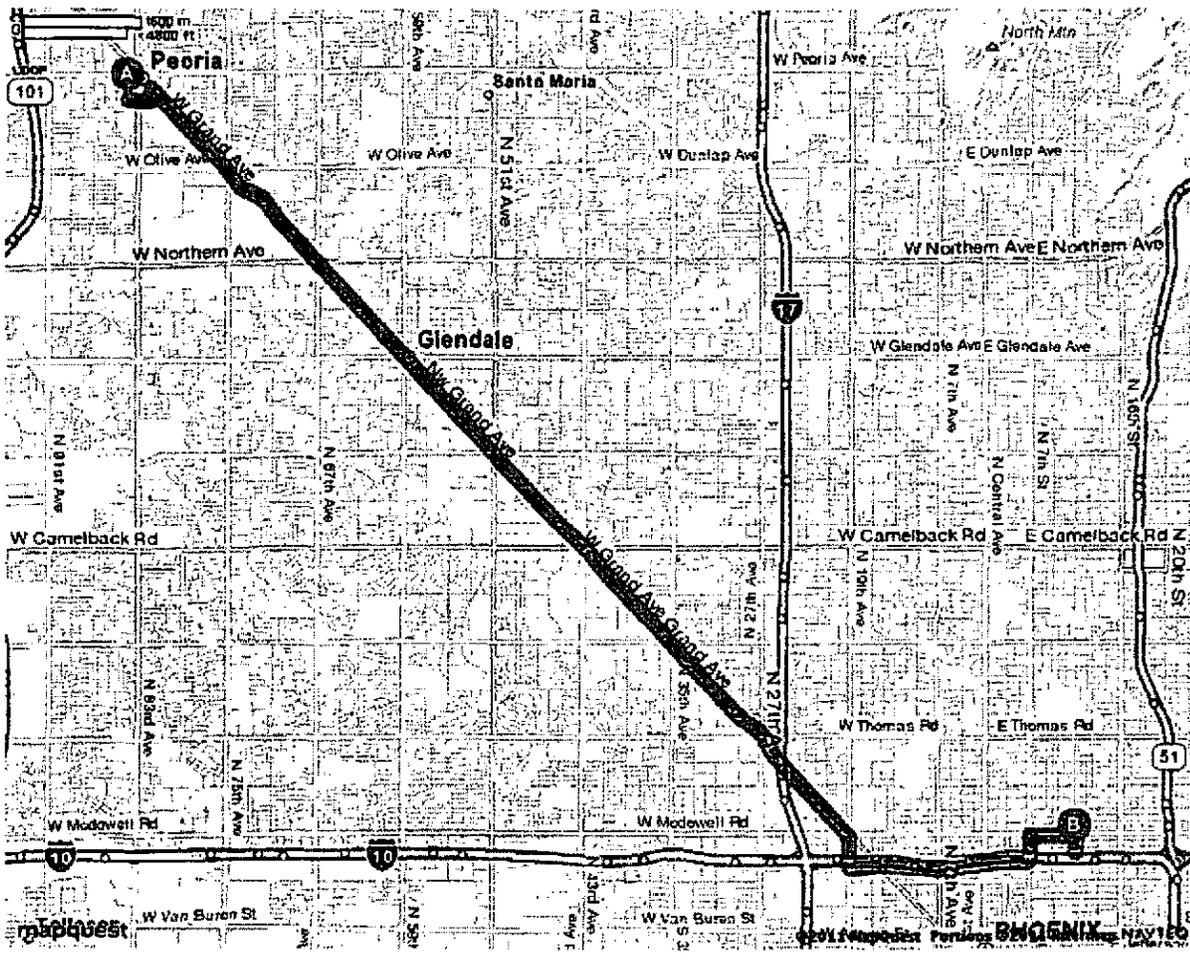
Banner Good Sam

Total Travel Estimate: 25 minutes / 14.81 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new
mapquest

[Try it now >>](#)



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Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

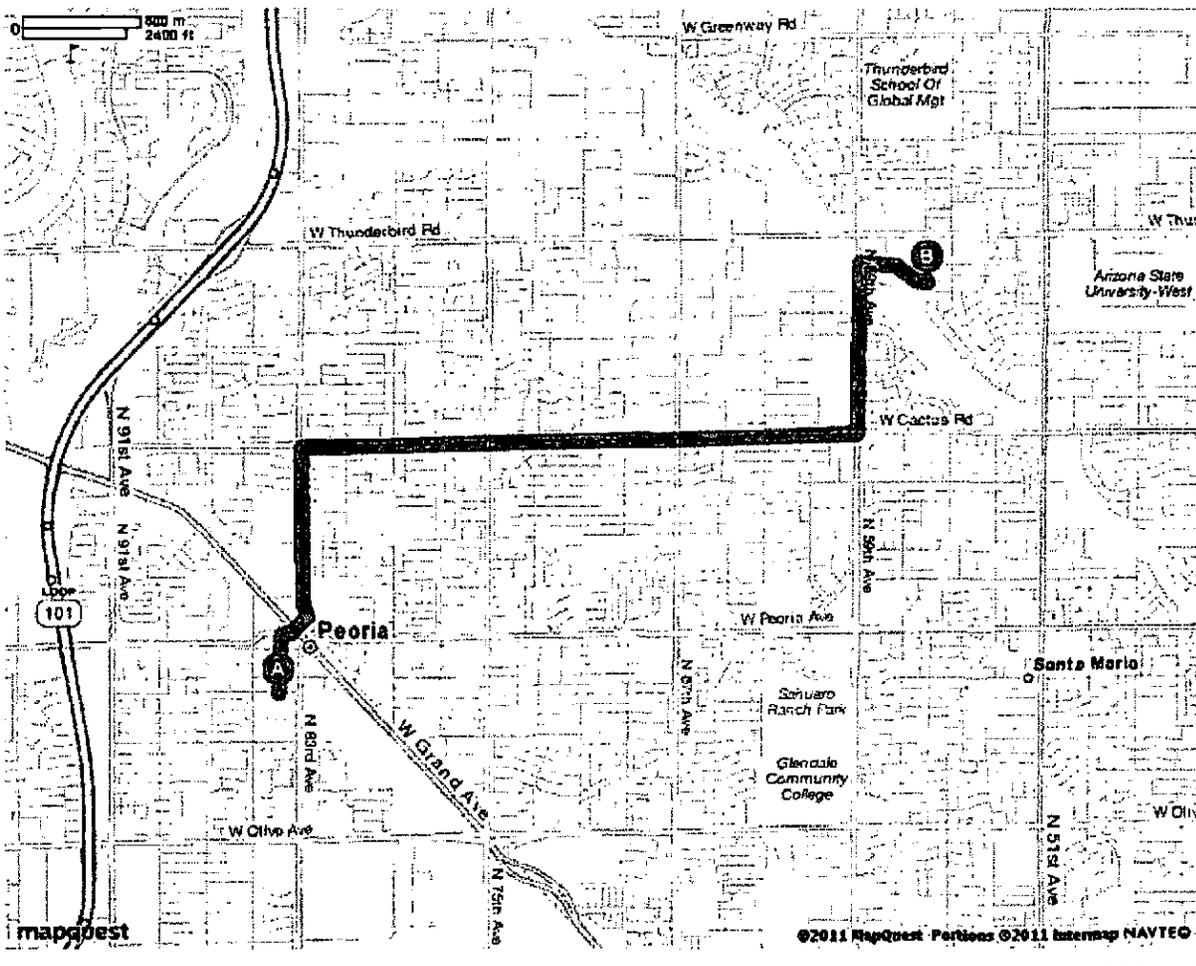
5601 W Eugie Ave
Glendale, AZ 85304-1255

Banner Thunderbird

Total Travel Estimate: 12 minutes / 5.58 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new **mapquest** [Try it now >>](#)



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Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

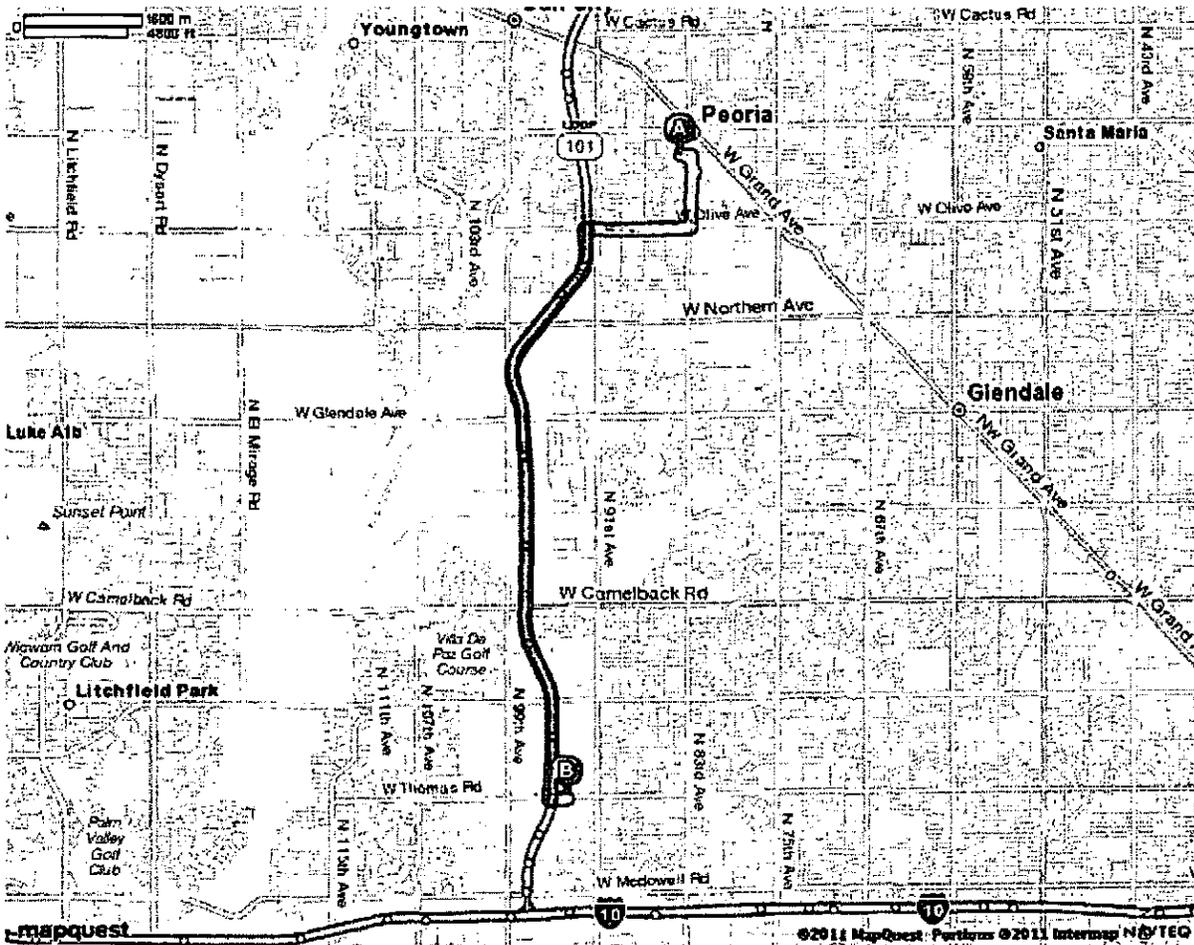
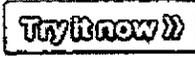
9305 W Thomas Rd
Phoenix, AZ 85037-3328

Banner Estrella

Total Travel Estimate: 12 minutes / 8.64 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new
mapquest



PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES

Banner Health, dba
BANNER THUNDERBIRD OCCUPATIONAL CLINIC
10320 West McDowell Road, Bldg L, Box 1240
Avondale, Arizona 85323

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

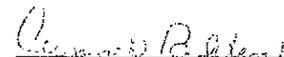
This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

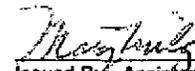
License Effective:

From: March 01, 2011 To: February 29, 2012

Issued: December 20, 2010

Number: OTC3687


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



**Banner Health, dba
BANNER THUNDERBIRD OCUPATIONAL HEALTH CLINIC
5601 West Eugie Avenue, Suite 213
Glendale, Arizona 85304**

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

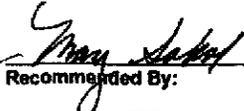
This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

License Effective:

From: March 01, 2012 To: February 28, 2013

Issued: December 8, 2011

Number: OTC3643


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



Banner Health, dba
BANNER GOOD SAMARITAN OCCUPATIONAL HEALTH CLINIC
1300 North 12th Street, Suite 520
Phoenix, Arizona 85006

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

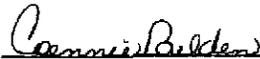
This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

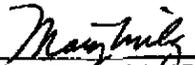
License Effective:

From: **April 01, 2011** To: **March 31, 2012**

Issued: December 29, 2010

Number: **OTC 3911**


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
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PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



Banner Health, dba
BANNER ESTRELLA OCCUPATIONAL HEALTH CLINIC
Promis Road Suite 235
Phoenix, Arizona 85037

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised Statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid for the period indicated above.

License Effective:

From: **November 1, 2011** To: **October 31, 2012**

Issued: August 11, 2011

Number: **OTC-3760**

Gregg J. Smith
Received By:

Gregg J. Smith
Issued By: Assistant Director

PURSUANT TO A.R.S. 541-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED.
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

Staffing Levels

Banner Thunderbird Clinic

2 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant

1 Registered Nurse

4 certified medical assistants

1 case coordinator and 1 assistant case coordinator

2 front office staff

1 clinic manager

Banner Estrella Clinic

2 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant

1 Registered Nurse

3 certified medical assistants

1 case coordinator and 1 assistant case coordinator

2 front office staff

1 clinic manager

Banner Good Samaritan Clinic

2-3 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant (1 physician on weekends and evenings)

1 Registered Nurse

5 certified medical assistants

2 case coordinators

2-3 front office staff

1 clinic manager

Each clinic has a language line available at all times for translation. Bilingual staffing levels vary, but attempts are made to always have 1 bilingual staffing member available for Spanish translation.



Banner Occupational Health Services

(602) 747-8069

Banner On-Site Mobile Medical Services

We bring the services of Arizona's largest healthcare provider to your workplace. Our team of professional multidisciplinary healthcare providers offers comprehensive, efficient and confidential medical services.

Choose from a setup inside your facility or our licensed, fully-equipped 34 foot mobile unit, both in association with Banner's Phoenix metropolitan area hospitals and health care facilities. **There is no event too small or large for our mobile team!**

We provide medical services which are custom designed to meet each company's requirements and can be further adjusted to meet their individual specific needs.

We offer flexible scheduling for all shifts, eliminate liability traveling to offsite facilities and reduce employee's time away from the job.

Customized Medical Programs include but not limited to:

Specialty Exams (Professional Sports Physicals, Executive Physicals, DOT Physicals, Annual / Pre-Employment Physicals, POST Physicals).

Employer Wellness Programs

Medical Surveillance Exams

Testing and Monitoring Services:

Audiometric testing

Comprehensive laboratory testing

Vision testing

Cardiovascular evaluations (Electrocardiograms, Cardiac Stress Test, Echocardiograms)

Respiratory evaluations (Pulmonary Function Testing, Respirator Fit Testing)

Blood pressure screens, BMI testing, Body Fat Analysis, Flexibility and Strength testing.

Vaccines / Immunizations (international travel immunizations)

DOT / Non-DOT Drug Testing, Breath Alcohol Testing

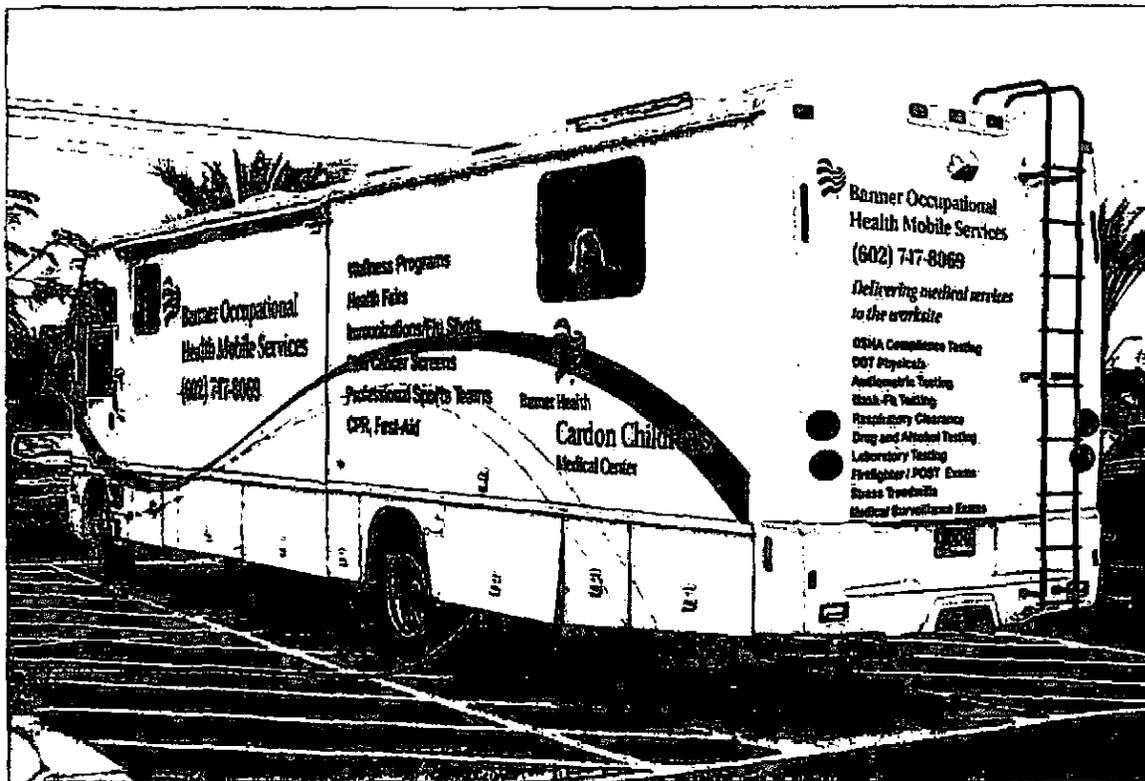
On-Site Health Fairs / Employer Wellness Programs

Finger Stick testing (Cholesterol, Glucose, Lipid Profile)

Educational Classes (CPR, First-Aid, Back Safety, Ergonomics, BBP)

Skin Cancer Screenings

Banner Occupational Health Mobile Van





TITLE: DOT Urine Drug Collection and Alcohol Screening			
Number:	Version: 2	Status:	
Type: Patient Care	Author: Rebecca Harvey		
Effective Date: June 2008	Original Date: August 2000	Review Date: June 2008	Deactivation Date:
Facility: Banner Occupational Health Services			
Entities: All locations in BOHS			
Population (Define): All patients and staff			
Replaces: DOT Drug and Alcohol Testing August 2000			
Approved by: Kurt Zangerle, M.D.			

TITLE: DOT Urine Drug Collection and Alcohol Screening

I. Purpose/Expected Outcome:

- A. To provide guidelines according to established procedures related to DOT Urine Drug Screening and Breath Alcohol Collections.

II. Definitions:

- A. DOT – Department of Transportation
- B. UDS – Urine drug screen
- C. BAT – Breath Alcohol Testing
- D. Split Sample – Separation of urine specimen into the primary bottle containing a minimum of 30 ml and the secondary bottle with a minimum of 15 ml of urine.
- E. CCF – Custody and control form (chain of custody)
- F. EBT – Evidential Breath Tester
- G. FMCSA – Federal Motor Carriers Safety Administration
- H. CFR – Code of Federal Regulations

III. Policy:

- A. All Banner Occupational Health Services (BOHS) facilities will have the ability to provide UDS and BAT as needed or as directed by employer protocol.
- B. Drug and alcohol testing procedures are conducted by contracted collection sites, laboratories, breath alcohol technicians and medical review officers. All BOHS collection facilities follow procedures established in 49 CFR Part 40.
- C. Qualified personnel trained in urine drug screening procedures will be available at all BOHS facilities during open business hours.
 - 1. Qualified personnel are site specific and include, but are not limited to:
 - a. Certified Occupational Health nurses
 - b. Registered nurses
 - c. Licensed practical nurses
 - d. Medical assistants
 - e. Occupational Technicians

IV. Procedure/Interventions:

- A. Drug Testing is divided in to the following areas:
 - 1. Pre-employment Testing



Policy Title: DOT Urine Drug Collection and Alcohol Screening

- a. The DOT requires split samples and DOT custody and control form (CCF). The medical review officer (MRO) validates all lab results.
 - b. Pre-employment testing must be done:
 - i. Before a new hire is permitted to perform any safety-sensitive function.
 - ii. When a person transfers into a safety-sensitive function from elsewhere in the company.
 - c. In order to perform safety-sensitive functions, the employee must have a verified negative test from drugs.
 - d. Exemption for Pre-employment Testing
 - i. Pre-employment drug testing is not required if:
 - (i) The employee participated in a drug testing program within the previous 30 days and either:
 - (a) was tested in the past six (6) months
 - (b) participated in a random drug testing program for the previous year.
 - (ii) If this exemption is used, the employer must obtain the following information from the employee's previous employers' drug testing program:
 - (i) name and address of employers
 - (ii) proof that the employee was tested
 - (iii) proof that the program conforms to part 40
 - (iv) proof that the employee is qualified to drive, and has not refused testing
 - (v) past test date
 - (vi) test results from the past six (6) months
 - (vii) any violations of drug prohibitions
 - ii. Post-accident Testing
 - a. Post-accident drug testing on the employee must be completed as soon as practical following an accident where:
 - i. A life was lost.
 - ii. Where the employer has determined is appropriate under their Administrations guidelines.
 - b. Post-accident drug testing should be done within 2 hours of accident and not over 32 hours of the accident. If testing cannot be done within this time limit, the manager must maintain a file that explains why the testing was not done. On request, these records must be provided to the DOT.
 - c. The employee must be ready for testing when available. This does not, however, prevent the employee from leaving the accident scene in order to request assistance or to receive medical care.
 - d. The results of a urine test for drugs that was conducted by a Federal, State or local official with independent authority for the test meets this requirement if:
 - i. the test conforms to the proper requirements of the rules
 - ii. the test result is provided to the employer.
 - e. Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. In order for employees to comply with this requirement they must be given this information prior to the performance of safety-sensitive functions.
 - f. A refusal to test will be treated as if the employee had a verified positive drug test.
3. Random Testing
 - a. Unannounced random drug testing must be completed each year.
 - b. Employees are randomly selected using a computer generated system either by the employer or BOHS if a participant in the UDS Program.
 - i. All random testing is unannounced and the dates for conducting the tests are spread throughout the calendar year.
 - ii. Employees selected for random testing must proceed immediately to the collection site once they have received notice
4. Testing for Reasonable Suspicion

- a. Testing can also be done if the manager has reasonable suspicion to believe that an employee's behavior or appearance may indicate drug use.
 - b. The determination to test for reasonable suspicion must be based on:
 - i. The observation of a supervisor or company official who has received the training required by the alcohol and drug ruling.
 - ii. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee.
 - iii. Observations can be made any time the employee is at work.
 - c. Documentation of the grounds to require drug testing for reasonable suspicion must be made and signed by the supervisor within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
5. Return-to-duty and Follow-up Testing
- a. A return-to-duty drug test is required for an employee who violated the drug prohibitions of subpart B and is returning to a safety-sensitive function. A verified negative drug test is required in order for the employee to return to work.
 - b. Follow-up testing is required for an employee who returns to a safety-sensitive function.
 - c. Follow-up testing is administered as follows:
 - i. under the direction of a substance abuse professional
 - ii. a minimum of six (6) unannounced tests during the first year back in a safety-sensitive position
 - iii. testing cannot exceed five (5) years from the date of the employee's return-to-duty
 - iv. the substance abuse professional may terminate follow-up testing any time after the initial six (6) tests have been completed.
 - d. All Return-to-duty and Follow-up DOT collections are to be directly observed.
- B. Urine Collection
1. All UDS Collectors must attend formal Initial Collector Training prior to collection of any DOT drug screen.
 2. Additional Training is required every 5 years and after any collector-responsible fatal flaw.
 - a. Collector ensures that the name and address of the drug testing laboratory appear on the top of the CCF and the Specimen I.D. number on the top of the CCF matches the Specimen I.D. number on the label/seals.
 - b. Collector provides the required information in STEP 1 on the CCF. The collector provides a remark in STEP 2 if the donor refuses to provide his/her SSN or Employee I.D.
 - c. Collector gives a collection container to the donor for providing a specimen.
 - d. After the donor gives the specimen to the collector, the collector checks the temperature within 4 minutes of void and marks the appropriate temperature box in STEP 2 on the CCF. The collector provides a remark if the temperature is outside the acceptable range.
 - e. Collector checks the split specimen box. If it was an observed collection that box is checked and a remark is provided.
 - f. Donor watches the collector pouring the specimen from the collection container into the specimen bottles, placing the caps on the bottles and affixing the labels/seals on each.
 - g. Collector dates the specimen bottle labels after they are placed on the specimen bottles.
 - h. Donor initials the specimen bottle labels after they have been placed on the bottles.
 - i. Collector turns to Copy 2 (MRO copy) and instructs the donor to read the certification statement in STEP 5 and sign, print name, date, provide phone numbers, and date of birth after reading the certification statement. If the donor refuses to sign the certification statement, the collector provides a remark in STEP 2 on Copy 1.
 - j. Collector completes STEP 4 and immediately places the sealed specimen bottles and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required. The MRO copy is to be faxed within 24 hours or the next business day. The original MRO copy is kept with the collector copy for 30 days.



C. MRO Records

1. Banner MRO's shall maintain records concerning drug tests performed in accordance with the following provisions:
 - a. All records shall be maintained in confidence and shall be released only in accordance with the provisions of 49 CFR Part 40.
 - b. Records concerning drug tests confirmed positive by the laboratory shall be maintained for 5 years. Such records include the MRO copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, any other documentation concerning the MRO's verification process, and copies of dependency determinations where applicable.
 - c. Records of confirmed negative test results shall be maintained for 12 months.
 - d. All records maintained pursuant to this rule by each MRO are subject to examination by the DOT Administrator or the Administrator's representative at any time.
 - e. Should the employer change MROs for any reason, the Banner MRO's will forward all records maintained pursuant to this rule to the new MRO within 10 working days of receiving notice from the employer of the new MRO's name and address.
 - f. MRO services contracts shall ensure that contracts include a recordkeeping provision, including requirements for transferring records to a new MRO.

D. How Drug Testing is Done

1. Certified Laboratories
 - a. Drug testing is done by analyzing an employee's urine sample. This analysis can only be done at laboratories certified by the Substance Abuse and Mental Health Serviced Administration (SAMHSA) of the Department of Health and Human Services (DHHS). A listing of these laboratories is published every month in the Federal Register.
2. Testing Procedure
 - a. A screening test is performed on the primary sample. If this test is positive for one or more drugs, a confirmation test is required for each drug identified in the screening test.
 - b. The confirmation test must use a specialized procedure called "gas chromatography / mass spectrometry", which ensures that over-the-counter drugs are not reported as positive.
 - c. If the primary test sample is positive, the MRO notifies the employee to report the positive test and to determine if there is a medical reason for the drug use. If the employee can document why the drug is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer.
 - i. The employee then has 72 hours to request a test of the split specimen.
 - (i) If the employee makes this request, the MRO directs the laboratory, in writing, to send the split specimen to another DHHS certified laboratory for the confirmation test.
 - (ii) If the employee has not contacted the MRO within 72 hours, but provides documentation that the MRO finds to be a legitimate explanation for failing to make contact, the MRO can order an analysis of the split specimen.
 - d. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the DOT, the employer and the employee.
 - e. All drug testing results are interpreted by the MRO. After this review, the results are given to the employer by any means of communication. Within three (3) days of the review, however, the MRO must provide the employer with a signed, written notification of the test results.
 - f. Blind Quality Control Samples will be completed when an employer or Consortia/Third Party Administrator (C/TPA) has an aggregate of 2000 or more DOT-covered employees. Blind Specimens will be purchased and sent in per DOT guidelines by Banner when the employer/C/TPA requests that service.
 - g. Whenever an employee makes an error in a drug screen collection or BAT which causes a test to be rejected for testing and cancelled (fatal flaw); error correction training will be done by a

qualified instructor within 30 days of notification of error. The employee will be retrained on the rules and regulations related to the error and complete 3 mock tests, one uneventful and two related to the error. The error correction training will be documented by the qualified instructor on an error correction log.

- h. For more details on drug testing, see part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," subpart B.
- E. Alcohol Testing is divided into the following areas:
- 1. Post-accident Testing
 - a. Post-accident alcohol testing on the employee must be completed as soon as practical following an accident where:
 - i. A life was lost.
 - ii. The employee was cited for a moving traffic violation that involved:
 - (i) injury requiring medical treatment away from the scene, or
 - (ii) one or more vehicles having to be towed from the scene.
 - b. As defined by policy & procedure of contracted employer and employer authorizes/requests alcohol test
 - c. Post-accident alcohol testing should be done within two (2) hours of the accident. If the testing cannot be done within this time limit, the manager must maintain a file that explains why the testing was not done.
 - d. If a test is not done within eight (8) hours of the accident, it should not be done. A file explaining this decision must also be kept. Also document if blood testing could have been done, and by whom. On request, these records must be provided to the DOT and/or separate Administration.
 - e. The employee must be ready for testing when available. This does not, however, prevent the employee from leaving the accident scene in order to request assistance or to receive medical care.
 - f. The results of a breath or blood test for alcohol that was conducted by a Federal, State or local official with independent authority for the test meets this requirement if:
 - i. the test conforms to the proper requirements of the rules
 - ii. the test result is provided to the employer
 - g. Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. In order for employees to comply with this requirement they must be given this information prior to the performance of safety-sensitive functions.
 - h. Note: A refusal to test will be treated as if the employee had an alcohol test result of 0.04 or greater.
 - 2. Random Testing
 - a. Unannounced random drug testing must be completed on a certain number of employees each year. The exact percentage is determined by the governing Administration at the beginning of each calendar year.
 - b. Employees are randomly selected by the employer or, if they have a Random UDS Program contract with BOHS, the program coordinator will generate a list of mathematically random employees for testing.
 - c. Random testing is done on a percentage basis. The FMCSA bases the minimum annual percentage required on the violation rate for the entire industry. This percentage is published annually in the Federal Register.
 - d. The minimum annual percentage rate for random alcohol testing is determined by each DOT Administration annually based on the previous year's results. The number of employees tested must be equal to but not less than the minimum required rate determined by the appropriate Administration.
 - e. Additional elements of the random alcohol testing requirement:



Policy Title: DOT Urine Drug Collection and Alcohol Screening

- i. All random testing must be unannounced and the dates for conducting the tests must be spread reasonably throughout the calendar year.
 - ii. Employers must require that employees selected for random testing proceed immediately to the collection site.
 - iii. Random alcohol testing can only be conducted just before, during or immediately after performing a safety-sensitive function.
 3. Testing for Reasonable Suspicion
 - a. Testing can also be done if the employer has reasonable suspicion to believe that an employee in a safety-sensitive job is behaving or their appearance may indicate alcohol use.
 - b. The determination to test for reasonable suspicion must be based on:
 - i. The observations of a supervisor or company official who has received the training required by the alcohol and drug ruling.
 - ii. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee.
 - iii. Observations made just before, during, or just after the performance of safety-sensitive functions.
 - iv. Note: The supervisor who makes the observation and determines that reasonable suspicion testing should be done, may not conduct the alcohol test on the employee.
 - c. Alcohol testing for reasonable suspicion must be done within two (2) hours of the observation. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done. Testing that cannot be done within eight (8) hours of the observation, should not be done. A file explaining this decision must also be kept. Also document if blood testing could have been done, and by whom. On request, these records must be provided to the DOT Administration.
 - d. Even if a reasonable suspicion testing could not be done, employees cannot report for duty or stay on the job while under the influence of alcohol or while impaired by alcohol as shown by behavior, speech or performance that indicates alcohol misuse. Employers cannot allow these employees to continue to perform safety-sensitive functions until:
 - i. A test is done and the employee show an alcohol concentration of less than 0.02, or
 - ii. The appropriate timeframe for that governing Administration has passed from the time of the initial observation.
 - iii. NOTE: Action cannot be taken against an employee regarding the misuse of alcohol unless an alcohol test was administered.
4. Return-to-duty and Follow-up Testing
 - a. A return-to-duty alcohol test is required for an employee who violated the alcohol prohibitions of subpart B and is returning to a safety-sensitive function. In order to return to work the test result must be less than 0.02 alcohol concentration.
 - b. Follow-up testing is required for an employee who returns to a safety-sensitive function. Follow-up alcohol testing can only be done just before, during, or just after the performance of a safety-sensitive function.
 - c. Follow-up testing is administered as follows:
 - i. under the direction of a substance abuse professional
 - ii. a minimum of six (6) unannounced tests during the first year back in a safety-sensitive position
 - iii. testing cannot exceed five (5) years from the date of the employee's return-to-duty
 - iv. the substance abuse professional may terminate follow-up testing any time after the initial six (6) tests have been completed.
5. Alcohol Testing and the Testing Technician
 - a. Alcohol Testing Devices and Form
 - i. Regardless of the type of alcohol testing done, the regulations require that all devices used be approved by the National Highway Traffic Safety Administration. Screening tests may

- be done using an approved evidential or non-evidential device. An EBT must be used for a confirmation test.
- ii. Only the approved "Federal Breath Alcohol Testing Form" may be used for DOT purposes. The form must provide three (3) copies:
 - (i) copy 1 for the employer
 - (ii) copy 2 for the employee
 - (iii) copy 3 for the breath alcohol technician
 - iii. Detailed information on alcohol testing, breath alcohol technician and the screening test technician (STT) is located in the Code of Federal Regulations, 49 CFR Part 40.
- b. Testing Procedure
- i. Alcohol testing must be done in an area that provides privacy for the employee and prevents any unauthorized personnel from seeing or hearing the test results. At the accident scene every attempt must be made to provide this privacy.
 - ii. The employee must provide identification to the technician and, if requested, the technician must provide identification to the employee.
 - iii. The technician completes step 1 on the "Breath Alcohol Testing Form" and the employee completes step 2. Refusal to sign the form is taken as refusal to be tested.
 - iv. Alcohol breath testing is done by having the employee blow forcefully into the mouthpiece of the EBT device for at least six (6) seconds or until the device indicates that an adequate amount of breath has been obtained.
 - v. Saliva testing is done by inserting a swab into his/her mouth and saturating it with saliva. After the saliva is collected, the swab must be inserted into a testing device.
 - vi. Note: An individually sealed mouthpiece must be opened in view of the employee.
 - vii. A screening test is done initially, followed by a confirmation test if necessary.
 - viii. The technician must show the employee the result as displayed on the testing device, then enter the required information on the form.
 - ix. If the reading is less than 0.02, the test is completed and the technician distributes the forms.
 - x. If the reading is 0.02 or over, a confirmation test must be done using an EBT. This test must be completed no sooner than 15 minutes after the screening test, but within 30 minutes of that test. The employee will be instructed not to eat, drink, put anything in the mouth, or, to the extent possible, belch. The technician will explain that these steps are to the employee's benefit because they prevent the accumulation of the mouth alcohol, which could lead to an artificially high reading. A new mouthpiece is used for the confirmation test. If a different BAT is used to conduct the confirmation test, a new testing form must also be used.
 - xi. Note: An EBT device that prints out the results, date, and time of the test must be used for the confirmation test.
 - xii. If the screening and confirmation test results are not the same, the confirmation test result is deemed to be the final result upon which actions can be taken.
 - xiii. The technician must show the employee the results as displayed on the EBT device.
 - xiv. The technician and the employee sign and date the test form.
 - xv. Test results are immediately given to the designated employer representative in a confidential manner.
 - xvi. If the employee refuses to be tested or to sign the testing form, the BAT notes this action in the remarks section of the form and notifies the employer immediately.
 - xvii. If the employee is unable or states that he/she is unable to provide adequate breath or saliva for testing:
 - (i) the technician will make another attempt to have the employee complete the test
 - (ii) if the employee still cannot provide adequate breath, the technician will note this action in the remarks section of the form and notify the employer immediately (if there is still



Policy Title: DOT Urine Drug Collection and Alcohol Screening

insufficient saliva, the technician shall notify the employer and administer a testing using an EBT)

(iii) the employer will require the employee to be evaluated by a physician acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath

(iv) if the physician determines and provides a written statement that a medical condition could prevent the employee from completing the test, the result cannot be regarded as a refusal to test.

c. The Alcohol Technician

i. All alcohol testing must be done by a breath alcohol technician who has been trained and certified in the use of the testing device and the testing procedure. BOHS contracted collection companies and all BOHS sites will provide Breath Alcohol Technicians.

V. Procedural Documentation:

- A. DOT Custody and Control Form
- B. DOT Alcohol Testing Form

VI. Additional Information:

- A. N/A

VII. References:

- A. 49 Code of Federal Regulations Part 40
- B. DOT Urine Collection Guidelines
- C. DOT Model Course - Breath Alcohol Student Handbook

VIII. Other Related Policies/Procedures:

- A. N/A

IX. Cross Index As:

- A. UDS
- B. BAT
- C. Drug Screening

X. Attachments:

- A. N/A



TITLE: BOHS Quality Assurance Program			
Number:		Version:	
Type: Administrative		Author: Education Program Manager	
Effective Date: 1/25/2012	Original Date: 4/22/2002	Approval Date: 1/25/2012	Deactivation Date:
Facility:			
Population (Define): All Employees, Patients, Physicians, Volunteers, Visitors, General Public			
Replaces:			
Approved by:			

TITLE: BOHS Quality Assurance Program

I. Purpose/Expected Outcome:

- A. To assure the highest quality health care to BOHS patients and services to our clients.
- B. Provide appropriate follow-up on service issues complaints.

II. Definitions:

- A. BOHS means Banner Occupational Health Services
- B. Mid-Levels means all nurse practitioners and physician assistants
- C. Providers mean MD, DO

III. Policy:

- A. Banner Occupational Health Services will select and hire employees of the highest quality and are meet all expectations of their job description.
 - 1. BOHS will provide all employees orientation and training required for position and continuing education as needed for job requirements
- B. Continuous Quality Monitoring will be done on all employees and include chart reviews for all Providers, Mid-Levels and Clinic Staff
- C. Customer complaints will be handled on an individual basis according to how it was received and forwarded to the appropriate person for follow-up.

IV. Procedure/Interventions:

- A. Employee Selection
 - 1. All Medical Assistants must have completed an accredited Medical Assistant Program.
 - 2. Physicians must be Board Certified, preferably in Environmental/Occ Health, Internal Medicine, Family Practice, or Emergency Medicine
- B. Orientation and Training
 - 1. Following General Banner Health System Orientation, BOHS provides an Orientation Program for all new employees.
 - 2. Front and Back Office employees are assigned to an experienced preceptor. No skills are to be performed independently until checked off as "competent" for that skill.
 - 3. Back-Office, and some select front office personnel, will attend the BAT and UDS Collector classes. Classes are provided monthly and are scheduled through the Education Program Manager.