



PUBLIC BUILDING COMMISSION OF CHICAGO

PROFESSIONAL SERVICES AGREEMENT FOR PHYSICAL EXAMS AND DRUG SCREENING SERVICES PS2077

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

U.S. HEALTHWORKS MEDICAL GROUP OF ILLINOIS, P.C.

Public Building Commission of Chicago

Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

FIRM NAME:	U.S. HEALTHWORKS
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ADDRESS:	25124 SPRINGFIELD COURT, SUITE 200 VALENCIA, CA 91355
(This page must be included with your submission)	

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

TABLE OF CONTENTS

EXECUTION PAGE..... 3

TERMS AND CONDITIONS 4

ATTACHMENT A – SCOPE OF SERVICES/SCHEDULE OF COST 10

ATTACHMENT B – LEGAL ACTIONS..... 43

ATTACHMENT C – DISCLOSURE AFFIDAVIT 45

ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES..... 53

ATTACHMENT E – INSURANCE REQUIREMENTS 56



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000
PHYSICAL EXAMS AND DRUG SCREENING SERVICES – PS2077**

EXECUTION PAGE

This Contract is made and is dated June 21, 2016 by and between:

PBC: PUBLIC BUILDING COMMISSION OF CHICAGO
50 West Washington, Suite 200
Chicago, Illinois 60602 ("PBC") and

CONTRACTOR: U.S. HEALTHWORKS MEDICAL GROUP OF ILLINOIS, P.C.
25124 Springfield Court, Suite 200
Valencia, CA 91355

PURPOSE: For services as described in 'Attachment A – Scope of Work' attached hereto and for a not Not-To-Exceed dollar amount of \$25,000.00.

PROJECT: PHYSICAL EXAMS AND DRUG SCREENING SERVICES
PS2077

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Felicia S. Davis
Felicia S. Davis

Title: Executive Director

Date:

19 Sept 2016

ACCURATE BACKGROUND

By:

Joseph T. Mallas

(Print Name)

Joseph T. Mallas

(Signature) 71816244F2...

Title: USHW President & Secretary to Medical Group

Date

6/28/2016

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Physical Exams and Drug Screening Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or attachments made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Contractor** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
 - d. **CW System** or **CW** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
 - e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Contractor is required under this Agreement to provide to the Commission.
 - f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Contractor to perform the Services under this Agreement.
 - g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - h. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Contractor to provide the Scope of Services required by the Commission. Services will be rendered on a Per-Occurrence basis as described in the form of Attachment A – Scope of Work.
 - i. **Subcontractor** means a partnership, firm, corporation or entity other than the Contractor that furnishes labor, materials and/or equipment to the Contractor related to the performance of the Services and/or improvement of the Project.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Contractor acknowledges and agrees that Contractor is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.
4. **Engagement and Standards for Performing Services.**
 - a. **Engagement.** The Commission hereby engages the Contractor, and the Contractor hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Contractor.
 - b. **Performance Standard.** The Contractor represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Scope of Services. If in the course of performing the Services, Contractor identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Contractor shall promptly provide notice to the Commission.
 - c. **Contractor's Personnel.** INTENTIONALLY OMMITTED.

- d. **Independent Contractor.** In performing the Services under this Agreement, Contractor shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Contractor is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Subcontractors.** Contractor must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Contractor fails to comply with its obligations under the standards of the Agreement, the Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Contractor of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Contractor, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request of the Contractor changes to the terms of the Agreement or Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Contractor, shall be incorporated in a written amendment to this Agreement or the Scope of Services. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Contractor represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Contractor or that Contractor shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Contractor fail to meet the above warranties, then without limiting any other remedies at law or in equity, Contractor shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Contractor acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Contractor agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Contractor.**
- a. **Nondiscrimination.** The Contractor agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Contractor will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
 - b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Contractor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers

on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Contractor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Contractor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Contractor to the respective employees to whom they are due.

- c. **Ethics.** The Contractor has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Contractor and its subContractors, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Contractor and its subContractors, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Contractors will inform their respective subContractors of this provision and require compliance herewith. Contractor shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Contractor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Contractor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Contractor shall maintain accurate and complete records of expenditures, costs and time incurred by Contractor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Contractor's offices upon reasonable notice during normal business hours. Contractor shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** INTENTIONALLY OMITTED.
- h. **Time of Essence.** The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Contractor agrees to use its best efforts to expedite performance of the Services and the assigned Scope of Services and performance of all other obligations of the Contractor under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Contractor as a result of the Contractor's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Contractor shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

7. **Term.**

- a. The term of this Agreement shall run concurrently with the City of Chicago's Agreement with the Contractor (PO 28275) and all amendments/extensions thereof. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Contractor and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.

- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Contractor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Contractor hereunder with respect to all or any part of the Services, by written notice given to the Contractor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Contractor from liability for the performance of any obligation of the Contractor under this Agreement performed or to have been performed by the Contractor on or before the effective date of termination or suspension. Provided the Contractor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Contractor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Contractor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Contractor for any loss, cost or damage which the Contractor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Contractor for actual expenses approved by the Commission.
 - c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Contractor, or if the Commission fails to make any payment or perform any other obligation hereunder, the Contractor shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Contractor for periods up to the effective date of termination.
8. **Compensation of Contractor:** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$25,000.00. The Commission shall compensate the Contractor for the Services in the manner set forth in Attachment B - Schedule of Cost of this Agreement, or as modified by written authorization. The Contractor shall submit all invoices as outlined in the City of Chicago's agreement. Contractor will be required to designate Public Building Commission of Chicago Services separately on each invoice.
9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Contractor, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
 - a. **Information.** The Commission shall provide the Contractor all reasonably requested information concerning the Commission's requirements for the Project and the Services.
 - b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Contractor and render decisions pertaining thereto with reasonable promptness.
 - c. **Site Data.** To the extent the Commission determines to be necessary for the Contractor to perform the Services, the Commission may furnish to the Contractor information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Contractor to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Contractor.
 - e. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - f. **Ownership of Documents.** All documents, data, studies and reports prepared by the Contractor or any party engaged by the Contractor, pertaining to the Services shall be the property of the Commission, including copyrights.
 - g. **Audits.** The Commission shall have the right to audit the books and records of the Contractor on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Contractor hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits,

losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Contractor or any person employed by the Contractor to the maximum extent permitted by applicable law.

11. **Insurance to be Maintained by Contractor.** The Contractor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Contractor, insurance coverage as set forth in the City of Chicago Agreement.

12. **Default.**

- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

- i. Failure or refusal on the part of the Contractor duly to observe or perform any obligation or Agreement on the part of the Contractor contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Contractor by the Commission;
- ii. Failure of Contractor to perform the Services to the standard of performance set forth in this Agreement;
- iii. Any representation or warranty of the Contractor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
- iv. The Contractor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
- v. There shall be commenced any proceeding against the Contractor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Contractor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Contractor's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Contractor, in which event the Commission shall have no further obligations hereunder or liability to the Contractor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Contractor under this Agreement are confidential, and the Contractor agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Contractor shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, or Scope of Services. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Contractor must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by

Contractor in entering into this Agreement. Contractor promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

14. **Assignment.** The Contractor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Contractor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Contractor, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Contractor.
15. **Personnel.** The Contractor further acknowledges that the Contractor has represented to the Commission the availability of certain members of the Contractor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Contractor shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Contractor's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Contractor to the Commission hereunder is that of an independent contractor, and the Contractor, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
 - a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Contractor under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Contractor is not in default of any obligation of the Contractor hereunder, the Commission shall pay to the Contractor, according to the terms hereof, all compensation and reimbursements due to the Contractor for periods up to the effective date of suspension.
 - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Contractor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Contractor may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
 - g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, or in direct contravention of the City of Chicago's Master Agreement, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
 - i. **Contractor's Authority.** (INTENTIONALLY OMMITTED)
 - j. **Joint Procurement (Piggyback):** This Agreement has been approved by the City of Chicago as a Joint Procurement Agreement. All terms and conditions of the Master Agreement, corresponding addendums, and exhibits remain in effect and shall be binding. Conflicts arising out of this agreement shall not in any way be affected or impaired thereby.

ATTACHMENT A

Scope of Services

- Scope of Services
- Schedule of Cost

(ATTACHED HERETO AND INCORPORATED HEREIN)

SCOPE OF SERVICES

Contract Summary Sheet

Contract (PO) Number: 19571

Specification Number: 71140

Name of Contractor: OCCU-SPORT MED CORP DBA/AOMS

City Department: DEPARTMENT OF HUMAN RESOURCES

Title of Contract: COMPREHENSIVE MEDICAL/PHYSICAL EXAMS & DRUG TESTING SERVICES- VARIOUS CITY OF CHICAGO DEPARTMENTS

Term of Contract: Start Date: 4/1/2009

End Date: 3/31/2012

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$3,000,000.00

Brief Description of Work: COMPREHENSIVE MEDICAL/PHYSICAL EXAMS & DRUG TESTING SERVICES- VARIOUS CITY OF CHICAGO DEPARTMENTS

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 52614021

Submission Date:

APR 8 2009

SCOPE OF SERVICES

Contract (PO) No.	19571
Specification No.	71140
Vendor No.	52614021-B

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF HUMAN RESOURCES**

AND

**OCCU-SPORTS MED CORPORATION, D/B/A
ADVANCED OCCUPATIONAL MEDICINE SPECIALISTS**



**COMPREHENSIVE MEDICAL/PHYSICAL EXAMINATION &
DRUG TESTING SERVICES**

**RICHARD M. DALEY
MAYOR**

Scope of Services

1.0 SERVICES

1.01 General

The Contractor shall perform all services and functions associated with Comprehensive Medical/Physical Examination Services as required in this Agreement, as follows:

The City of Chicago, in order to ensure optimal performance levels from its employees has established policies permitting and requiring the drug and/or alcohol testing (screening) of its employees.

The DHR requires City employees to submit to drug and alcohol testing when reasonable suspicion exists, as required under regulations of the U.S. Coast Guard (an agency of the U.S. Department of Homeland Security (DHS)), and the Federal Motor Carrier Safety Administration (FMCSA)(an agency of the U.S. Department of Transportation (DOT)) [referred to collectively as DOT for convenience], and for other employees pursuant to City policy. The six types of tests required are: pre-employment, random, reasonable suspicion, post accident, return-to-duty and follow-up. Federal requirements are available for download from the following URL address: [http://workplace.samhsa.gov/DrugTesting/Files_Drug_Testing/Federal/HHS%20Mandatory%20Guidelines%20\(Effective%20November%201,%202004\).pdf](http://workplace.samhsa.gov/DrugTesting/Files_Drug_Testing/Federal/HHS%20Mandatory%20Guidelines%20(Effective%20November%201,%202004).pdf)

The services required under this Request for Proposals include:

1. Comprehensive Medical/Physical Exams
2. Drug and Alcohol Screening (including Administration of Random Drug Testing Program for DOT and DHS covered Employees)
3. Expert Witness Testimony

1.02 Comprehensive Medical/Physical Exams

1. The Physician examination for the City of Chicago's incumbent or new staff may consist of the following: the skin, head, eyes, nose, throat, mouth, neck, lymph nodes, chest, breasts, lungs, heart, blood vessels, abdomen, anus, rectum, prostate, genitalia, bones, joints, muscles, extremities and neurological network. The DHR will request selected tests when the incumbent or new recruit is sent for the physical examination. It is anticipated that approximately 1,200 such exams will be needed per year. However, the number of examinations will depend upon requirement. The list of titles that require pre-employment medical/physical exams is Attached as Attachment A.

In addition, Commercial Drivers shall receive physical examinations that may include rubella titer test, tuberculosis test and throat culture according to USDOT Regulations.

2. Respiratory Certification

Examination is to determine an employee's physical ability to wear respiratory protection equipment for exposure to chemical fumes of lead dust particles. Specific reference to the cardio-respiratory systems, head, eyes, nose, throat, health history, spirometry and chest X-ray. Frequency of the examination is to be determined by the level of exposure, to comply with OSHA 1910.134(a). In 2007, the City requested approximately 350 such exams.

3. Additional Tests and Services

- a. Urine Dipstick
- b. Rubella Titer Test
- c. Tuberculosis Test
- d. Throat Culture
- e. Pulse Recovery Test

1.03 Drug and Alcohol Screening

The City of Chicago conducts drug and alcohol testing as required under regulations of the U.S. Coast Guard (an agency of the U.S. Department of Homeland Security (DHS)), and the Federal Motor Carrier Safety Administration (FMCSA)(an agency of the U.S. Department of Transportation (DOT)) [referred to collectively as DOT for convenience], and for other employees pursuant to City policy. The six types of tests are: pre-employment, random, reasonable suspicion, post accident, return-to-duty and follow-up [http://workplace.samhsa.gov/DrugTesting/Files_Drug_Testing/Federal/HHS%20Mandatory%20Guidelines%20\(Effective%20November%20201,%202004\).pdf](http://workplace.samhsa.gov/DrugTesting/Files_Drug_Testing/Federal/HHS%20Mandatory%20Guidelines%20(Effective%20November%20201,%202004).pdf)

(DOT/USCG Periodic Drug Testing Form is downloadable at:
http://www.uscg.mil/forms/cg/CG_719P.pdf)

The Contractor shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing. The Contractor shall provide services that are compliant with the current and as amended DOT requirements listed in 49 CFR Part 40, and 382 and CFR Part 16 (DOT Regulations). Current titles subject to random testing are attached (Attachment B)

The DHR requires a 10 panel test for employees who are tested pursuant to the City's Drug and Alcohol Testing Policy, which consists of the following:

Substance	EMIT Cutoff	GC/MS Cutoff
AMPHETAMINES	1000 ng/mL	500 ng/mL
BARBITURATES	300 ng/mL	200 ng/mL
BENZODIAZEPINES	300 ng/mL	200 ng/mL
COCAINE METABOLITES	300 ng/mL	150 ng/mL

MARIJUANA METABOLITES	50 ng/mL	15 ng/mL
METHADONE	300 ng/mL	300 ng/mL
METHAQUALONE	300 ng/mL	300 ng/mL
OPIATES	2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	25 ng/mL	25 ng/mL
PROPOXYPHENE	300 ng/mL	300 ng/mL

The DHR requires a 5 panel test for employees who are tested pursuant to the Department of Transportation regulations found in 49 CFR 382, which consists of the following:

Substance	EMIT Cutoff	GC/MS Cutoff
AMPHETAMINES	1000 ng/mL	500 ng/mL
COCAINE METABOLITES	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL
OPIATES	2000 ng/mL	2000ng/mL
PHENCYCLIDINE	25ng/mL	25ng/mL

A. Collection Procedures for Drug Testing

- a. Collectors must follow the specimen collection procedures set forth in the DOT regulations and shall be licensed medical professionals or technicians who are provided instructions which outline the regulatory requirements and who certify that each collection they perform is in accordance with DOT regulations.
- b. Contractor shall provide all necessary supplies and materials including sealed specimen containers, labels, sealed collection containers and tamper proof evidence tape, specimen boxes, envelopes and forms as required for testing to be performed by Consultant.
- c. Contractor must use an approved test to assure that the specimens have not been tampered with by introduction of additives or other chemicals which may result in false test results.
- d. All urine specimen collections must be comprised of a single sample containing a minimum of 60ml split between two vials containing a minimum of 30 ml per vial ("Split Specimen Collections").
- e. If contractor must initiate a transfer of a split specimen to an outside approved laboratory for an independent test, the transfer must be approved by the DHR.

B. Testing Requirements/Procedures

1. The Enzyme Immunoassay Test ("EIA") will be utilized for the initial test. All positive results determined by the EIA will be confirmed by utilizing the Gas Chromatography Mass Spectrometry ("GCMS") Test. During this confirmation,

at least 2 ION Ratios must be monitored for both the analytical and a suitable internal standard.

2. In cases where there is a positive result for morphine, the 6-mono acetyl morphine test must be performed again at the on site location of the contracted laboratory. The laboratory must be able to detect 6-mono acetyl morphine at a level equal to or below a 10ng/ml cutoff.
3. In cases of positive findings of amphetamines, testing must be conducted at the on site location of the contracted laboratory for a differentiation of the D and L isomer.
4. Testing should be done to comply with the approved specifications for specific gravity and suitable PH levels.
5. Any and all adjustments to the above testing panels necessitate the approval of DHR.
6. All CDL Department of Transportation ("DOT") tests conducted pursuant to 49 CFR Section 382 must comply with the guidelines and procedures of 49 CFR Section 40.
7. Contractor must use an approved test to assure that the specimens have not been tampered with by introduction of additives or other chemicals which may result in false test results.
8. All tests are to be performed at Contractor's certified Department of Health and Human Services/Substance Abuse and Mental Health Services Administration ("HHS/SAMHSA") laboratory.
9. Turnaround time for test results for specimens must not exceed 24 hours for the initial screening and 72 hours for the confirmation test results.
10. Within 7 days of a positive confirmation by GC/MS, a certified report (quantified) is to be submitted to the Medical Review Officer ("MRO") designated by DHR for each positive specimen.
11. Negative test results must be reported to the MRO within 24 hours.
12. The positive presence of alcohol shall be .04 as measured on a certified/calibrated breathalyzer. Positive alcohol breathalyzer confirmation results must be reported immediately to DHR via telephone and confirmed by facsimile.

C. Equipment Necessary for Testing

1. A minimum of 2 EIA machines for initial screening.
2. A minimum of 2 GC/MS machines for confirmation tests.
3. A generator system able to maintain specimens in a frozen state in the event of a power outage.
4. A minimum of 2 Evidential Breath Testing (EBT) devices which are capable of performing confirmation tests.

D. Chain of Custody Procedures

1. Contractor must pick up urine specimens on a daily basis from locations designated by DHR.
2. A built-in confidentiality number must be issued immediately to each specimen received at one of Contractor's laboratories.
3. A proper chain of custody and Drug Testing Custody and Control Form must be maintained at all times. Contractor must follow chain of custody procedures approved by the National Laboratory Certification Program ("NLCP") guidelines and required by DOT regulations.
4. Chain of custody for all specimens must be documented. Chain of custody documents, including the Drug Testing Custody and Control Form, must be maintained and must be made a part of the litigation packet.

E. Medical Review Officer

The Contractor, awarded the agreement, shall provide, as part of their services, a Certified Medical Review Officer. The MRO shall be a licensed physician with knowledge of substance abuse disorders and have appropriate medical training necessary to interpret and evaluate controlled substances test results. The MRO shall be certified in accordance with DOT Regulations.

All drug findings shall be forwarded to the Contractor's Medical Review Officer, who will be responsible for making final determination on drug test results where the laboratory findings are positive.

Confirmed test results shall be provided to the City Program Administrator or designee immediately upon confirmation by the MRO, but not later than 72 hours after receipt of the specimen by the laboratory. The Contractor must inform the City if turnaround time for positive test result confirmation will exceed 72 hours.

F. Administration of Random Drug and Alcohol Testing Program

The Contractor shall administer the random selection of employees covered under current and as amended DOT requirements listed in 49 CFR Part 40, and 382 and CFR Part 16 (DOT Regulations). The City will supply to the contractor an electronic list of employees refreshed on a regular basis (to be determined by Contractor). Currently there are approximately 2,100 employees in covered titles.

- (1) Contractor will randomly select employees for testing, notify departments as soon after the start of a shift as possible, schedule the appointments, process all paperwork, maintain databases, notify departments of failures within 1 hour

The Contractor shall comply with all applicable medical standards, federal, state and local government safety codes, laws and regulations, relating to drug and alcohol testing. The Contractor shall provide services that are compliant with the current and as amended DOT requirements listed in 49 CFR Part 40, and 382 and CFR Part 16 (DOT Regulations).

- (2) Contractor must produce the following reports as specified by the DHR:
 - a. MIS Reports – The annual MIS report as required by the DOT
 - b. Summary Report – A comprehensive report that compiles information specific to the City, including reason for test, type of test, percentage of those tested compared to the total employee pool, percentage of positive and negative results and specific positive test numbers
 - c. Positive Rate Summary Report – Statistical numbers for positive rates
 - d. Random Report – Report which provides the City with an accurate account of random pool activity for the period specified
- (3) Contractor will maintain and maintain all records, documents, logs, records, and calibration demonstration in accordance with the DOT Regulations and shall supply such documentation to the City within 48 hours of the request.

G. Collection Facilities

- (1) Contractor shall maintain: (1) at least five collection facilities strategically located within the City of Chicago; (2) at least one collection facility within 5 miles of O'Hare Airport; and (3) at least one collection facility within 5 miles of Midway Airport. At least one of these collection facilities shall be open twenty-four hours per day; and at least one additional facility shall be open on Saturday and Sundays. (Provide a list of facilities and their hours of operations).
- (2) Notwithstanding the above, the Contractor reserves the right to change one or more of the collection sites during the term of this Agreement contingent upon providing the City with at least thirty (30) days prior written notice and the City's written acceptance of such change.

- (3) Collection sites must be monitored by the collection site manager through continual maintenance of collector's certifications. The collection site manager must also oversee error correction training by tracking cancelled tests and following up with the appropriate site to coordinate collector re-training.
- (4) Contractor's collection sites must be open at least 8 hours per day, 5 or more days per week.
- (5) The collection site designated for Random Drug and Alcohol Testing Program must have a minimum of 1 Evidential Breath Testing ("EBT") devices which are capable of performing confirmation tests. Contractor must provide a 2nd EBT at this collection site.
- (6) Contractor must provide a minimum of one certified Breath Alcohol Technician ("BAT") at the collection site(s) designated for Random Drug and Alcohol Testing Program.

H. On-Site Testing

Contractor must develop a means to collect urine specimens and breath alcohol collections on on-site facilities upon the request of the City. All requirements relating to other collections shall apply to on-site testing. The on-site testing must adhere to DOT regulations.

I. Maintain Database/Records Retention

- (1) Contractor must make available a web-based, password protected, database to authorized City personnel and providing and maintaining the security, interactive and unobstructed access to the database that contains the data/information relevant to the City's requirements (DHR will provide awarded vendor a list of authorized City personnel and update list as needed). The database must include all information related to the City's drug and alcohol testing. Secure password/authorization must be provided to DHR designated staff.
- (2) Furthermore, Contractor shall provide adequate system capability and facilities for archiving and retrieving records.
- (3) Contractor must provide technical support and a back-up plan to ensure no loss of data. DHR must be alerted of scheduled down-time for system upgrades.

J. Blind Specimen Program

The Contractor shall submit blind performance test specimens to the laboratory in accordance with the DOT Regulations. Contractor's MRO will oversee the blind specimen testing program to ensure quality lab process and analysis.

K. Chain of Custody

- (1) Contractor must follow chain of custody procedures approved by the National Laboratory Certification Program ("NLCP") guidelines and required by DOT regulations.
- (2) A proper chain of custody and Drug Testing Custody and Control Form must be maintained at all times.
- (3) Chain of custody for all specimens must be documented. Chain of custody documents, including the Drug Testing Custody and Control Form must be maintained and must be made part of the litigation packet.

L. Transfer to Outside Laboratory

Contractor may be called upon to initiate a transfer of a split specimen to an outside approved laboratory for an independent test at the employee's expense. All transfers will require the approval of DHR.

M. Storage of Specimens

Contractor must have sufficient storage facilities to be able to store all confirmed positive specimens for a minimum of 5 years. Contractor must provide written notification to DHR that a specimen is scheduled for destruction. Such notification must be received within 14 days of the scheduled destruction date. Contractor must have written authorization from DHR before any positive specimens are destroyed. Negative specimens are to be retained for 10 days and, thereafter, may be destroyed.

1.04 Expert Testimony

Contractor must make its personnel available as requested to provide testimony in support of any administrative and/or judicial/court action or other proceedings. The Contractor shall provide any documentation necessary to support the testimony of the witness(es). The qualifications and training records of all persons collecting the samples for which testimony is requested, shall be made available on each occasion testimony is requested. Witnesses shall be able to provide evidence on the validity and reliability of the procedures used to collect the samples, including chain of custody, transportation and records.

1.04 ADDITIONAL SERVICES

Whenever it is determined that additional tests are necessary to assess the condition for the purpose of authorizing the hiring, reinstatement, random testing of individuals, or other purpose consistent with the intent of this Agreement, the Contractor shall provide a written proposal for the additional tests. Such tests and cost shall be approved by an authorized representative of the City prior to performing such examinations or tests.

Also from time to time the City may be required to perform examinations for a target group of employees. For this purpose, the Commissioner may request that certain tests be packaged to comply with the examination requirements for the target group. The Contractor shall submit a proposal for the package and the City may accept the package price if it is more advantageous to the City when compared to the sum of the tests included in the package

2.0 CERTIFICATION/LICENSING REQUIREMENTS

2.01 Medical/Physical Examinations

Each Respondent must submit with their proposal written certified documents, or an approved equivalent which provides evidence of the following:

1. Compliance with all licensure and certification requirements of the City of Chicago, State of Illinois and Federal Government.
2. Current licenses and certifications for physicians, medical staff, technical and ancillary personnel, as required by the City of Chicago, State of Illinois and Federal Government. Respondent must provide copies of appropriate licensure from staff members and the physicians who will be assigned to this program.
3. Proof that all physical exams will be performed by Board certified physicians. Respondent must provide copies of appropriate licensures from staff members who will be assigned to this program and documentation substantiating Board Certification. The City prefers Physicians with Occupational Health Internal Medicine or Family Practice experience and training or related fields of medical specialization.
4. U.S. Department of Justice and Drug Enforcement Administration Controlled Substance Registration Certification, as an analytical laboratory.
5. A State of Illinois Department of Professional Regulation "Certificate of Registration" and provide a state controlled substance number.
6. Respiratory Fit Testing that meets all OSHA standards for the individual respirator.
7. Medical/Physical for employees exposed to hazardous environmental conditions that meets OSHA standard 29 CFR 1910.120.

2.02 Cardiology, Radiology and Pulmonary Services

1. The Contract shall perform EKGs, Stress Testing and provide cardiology interpretations. The interpretations must be made by a Cardiologist who (1) is Board Certified (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of

Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearings to support the interpretation.

2. The Contractor shall perform X-ray services and provide radiology interpretations of X-rays. The Radiology interpretations must be done by a radiologist who (1) is Board Certified (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearing supporting the interpretations.
3. The Contractor shall perform Pulmonary Function Studies (spirometry and volumetric) with flow volume loop-curve interpreted by a Pulmonologist who (1) is Board Certified, (2) is licensed and accredited hospital, clinic and/or medical teaching institution, in the state of Illinois in the State of Illinois and (3) has the capabilities to testify as an expert witness at administrative hearings to support the interpretation.
4. The Contractor shall furnish with its proposal written certified documents or an approved equivalent of credentials as listed in Section 3.01.01 through 3.03.
5. Specialists Requirements

a. Cardiologist

The following requirements must be met by Contractor's Cardiologists:

- (1) Board Certification as a Cardiologists
- (2) Copy of current license issued by the Illinois Department of Professional Regulation
- (3) Documentation substantiating current affiliation with a medical teaching institution in the State of Illinois.

b. Radiologist

The following requirements must be met by Contractor's Radiologists:

- (1) Board Certification as a Radiologists
- (2) Copy of current license issued by the Illinois Department of Professional Regulation
- (3) Copy of "Certificate of Registration" issued by the U.S. Department of justice, Drug Enforcement Administration.
- (4) Documentation substantiating affiliation with a medical teaching institution in the state of Illinois.
- (5) Identification of staff member(s) certified as such and provides documentation substantiating qualifications.

c. Pulmonologist

The following requirements must be met by Contractor's Pulmonologists:

- (1) Board Certification as a Pulmonologist
- (2) Copy of current license issued by the Illinois Department of Professional Regulation
- (3) Documentation substantiating affiliation with a medical teaching institution in the State of Illinois.

d. Audiometric

The following requirements must be met by Contractor's staff members:

- (1) Board Certification as required in 29 CFR 1910.95
- (2) History, examination and test shall be reviewed by an (audiologist) or otolaryngologist, or other qualified physician.

2.03 Medical Review Officer

The following requirements must be met by Contractor's Medical Review Officer:

1. Licensed Physician
2. Reporting and review of results according to 49 CFR, Part 40 and DOT §40.33 and the DOT agency rules.

2.04 Staff Requirements

1. The EMIT and GCMS confirmation tests must be performed by a staff member who is licensed by the State of Illinois as a Medical Technologist and/or has a BS Degree in Biology, Chemistry or Toxicology.
2. All laboratory reports of positive results must be certified by a Certifying Scientist with training and experience comparable to a Ph.D. in one of the natural sciences such as a Medical or Scientific Degree and/or by a Board Certified Toxicologist.
3. Breath alcohol tests must be conducted by a certified Breath Alcohol Technician ("BAT").
4. Contractor must provide copies of applicable licenses, certifications, diplomas and/or documentation, satisfactory to the City which establishes that the staffing requirements have been met.

2.05 Witness/Expert Witness Availability

1. Contractor must make laboratory personnel and the Certifying Toxicologist/Scientist available to testify at administrative hearings. Laboratory personnel may include technicians involved in the EMIT or GCMS testing of a specimen and/or any personnel involved in the chain of custody.
2. Contractor must provide a litigation packet when requested by the City. The litigation packet includes documents to be utilized by the testifying expert (Certifying Toxicologist) and include a certified report (quantified) containing the test results and chain of custody documents.

3.0 REPORTING

1. Contractor must provide the City with the ability to view test results via (1) secure internet site; (2) auto-fax; and (3) email.
1. Contractor shall submit reports regarding Examinations in the format directed by DHR Contractor shall familiarize itself with the forms, content and format of information provided by and to the City.
2. On a quarterly basis, Contractor's MRO shall complete a quality assurance log after reviewing a 5% random sampling of negative drug results and monitored for accuracy of process and reporting. The MRO must review 100% of positive drug tests. The quality assurance log must be reviewed by the operations director for appropriate follow-up. The quality assurance log must be sent to the DHR on a quarterly basis.

4.0 EXPECTED SERVICE LEVELS

1. All applicants and employees sent to Contractor testing facilities for physicals or drug and alcohol testing shall experience a wait time of thirty minutes or less. Contractor shall submit monthly reports demonstrating compliance with this section.
2. The Contractor must be able to accommodate requests for individual physical examinations within seven (7) calendar days notice.
3. The Contractor must be able to accommodate the request for groups of approximately 20-200 clients during periods of recruitment/hiring with one (1) week's prior notice in an emergency situation. Normal lead time will be approximately two to three weeks.
4. Contractor must establish drug test results downloads with the City's testing laboratory. All negative test results must be reported to the DHR within 48 hours (upon receipt of specimen at lab), and all positive test results with confirmation must be reported within 72 hours.

5. Error rates on drug and alcohol screening results must be at least 99% accurate measured on a monthly basis.

5.0 WARRANTY TO CITY

Contractor shall:

- (1) Monitor any changes to federal drug and alcohol testing laws as such laws pertain to the Services to be provided under this Agreement and report such changes to the City prior to the effective date of such law.
- (2) Monitor any enforcement actions, guidance and advisory opinions that relate to the Services to be provided under this Agreement and report any applicable information to the City.
- (3) Assist the City in developing a plan to comply with any changes in laws, including new interpretation of such laws. Such plan may include the implementation of new policies and procedures, training programs, etc.

Maintain compliance with the most current federal regulations pertaining to the services rendered.

6.0 DEPARTMENT OF ENVIRONMENT ADDITIONAL REQUIREMENTS

Routine type physicals on "Entry" and "Exit" for mainly Hazardous Material Workers and Asbestos people. This would mean annual OSHA mandated physicals and respiratory function testing, chest x-rays will be needed. Periodic chest x-rays will be required in their tenure for about 20-25 people. Some office staff will be tested less frequently because they also go out into the field, so their testing may be every other year.

Scope – Attachment A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
0205	Cashier	Drug	N/A	N/A	N/A
0206	Head Cashier	Drug		N/A	N/A
0330	Parking Revenue Security Supervisor			50 lbs	N/A
0339	Parking Revenue Security Specialist			50 lbs	50 lbs
0416	Ward Clerk	Physical and Drug		N/A	N/A
0417	District Clerk	Physical and Drug		N/A	N/A
1061	Water Rate Taker	Physical and Drug		N/A	60 lbs
1805	Stockhandler	Physical and Drug		N/A	N/A
1811	Storekeeper	Physical and Drug		75 lbs	75 lbs
1815	Principal Storekeeper			75 lbs	75 lbs
1817	Head Storekeeper	Physical and Drug		N/A	N/A
2143	House Drain Inspector	Physical and Drug		N/A	N/A
2157	Building Inspector	Physical and Drug	Physical ability to conduct inspections. Ability to access work sites to conduct inspections.	N/A	N/A
2161	Chief of Building Inspectors		Physical ability to conduct inspections. Ability to access work sites to conduct inspections.		
2231	Plumbing Inspector	Physical and Drug		N/A	N/A
2317	Water Quality Inspector	Physical and Drug		N/A	N/A
2365	Rodent Control Officer	Physical and Drug		N/A	N/A
2425	Gas Meter Inspector	Physical and Drug		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
3006	Unit Asst	Physical and Drug		35 lbs	35 lbs
3046	Foster Grandparent	Physical and Drug		N/A	N/A
3047	Elderly Group Aide	Physical and Drug		N/A	N/A
3310	Veterinarian	Physical and Drug		N/A	35 lbs
3491	Animal Control Inspector	Physical and Drug		N/A	75 lbs
3492	Veterinary Asst	Physical and Drug		100 lbs	75 lbs
3496	Animal Control Officer	Physical and Drug		100 lbs	75 lbs
3497	Animal Care Aide II			75 lbs	45 lbs
3498	Animal Care Clerk			75 lbs	45 lbs
3499	Animal Care Aide I	Physical and Drug		75 lbs	45 lbs
4209	Aviation Security Sergeant	Physical and Drug	N/A	N/A	N/A
4210	Aviation Security Officer	Physical and Drug	Ability to use the necessary force to affect an arrest.	N/A	N/A
4223	Custodial Worker	Physical and Drug	Ability to frequently lift up to 35 lbs. Ability to occasionally lift and carry up to 74 lbs.	75 lbs	35 lbs
4225	Foreman of Custodial Workers		Ability to occasionally lift and carry up to 35 lbs. Ability to occasionally climb stairs.	35 lbs	N/A
4238	Property Custodian	Physical and Drug		100 lbs	35 lbs
4265	Watchman	Drug		N/A	N/A
4282	Lead Custodial Worker	Physical and Drug		N/A	N/A
4285	Window Washer	Physical and Drug		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
4286	Foreman of Window Washers			30 lbs	30 lbs
4301	Carpenter	Physical and Drug	Ability to lift and carry tools and materials weighing up to 30 lbs frequently and 75 lbs occasionally.	75 lbs	30 lbs
4303	Foreman of Carpenters		Must be able to continuously lift and carry supplies, materials and tools weighing up to 30 lbs.	30 lbs	30 lbs
4335	Glazier	Physical and Drug		75 lbs	30 lbs
4401	Bricklayer	Physical and Drug	Ability to lift and carry tools and materials up to 10 lbs frequently and 35 lbs occasionally. Ability to perform duties while working in cramped quarters.	35 lbs	10 lbs
4403	Sewer Bricklayer	Physical and Drug		100 lbs	10 lbs
4404	Foreman of Sewer Bricklayers			10 lbs continuously	35 lbs
4405	Foreman of Bricklayers		Must be able to continuously lift up to 10 lbs and frequently lift and carry up to 35 lbs.	35 lbs	10 lbs
4434	Cement Finisher Apprentice		Ability to lift and carry tools and materials weighing up to 30 lbs frequently and 75 lbs occasionally.	75 lbs	30 lbs
4435	Cement Finisher	Physical and Drug	Ability to lift and carry tools and materials weighing up to 30 lbs frequently and 75 lbs occasionally.	75 lbs	30 lbs
4437	Foreman of Cement Finishers		Ability to lift and carry tools and materials weighing up to 30 lbs occasionally.	30 lbs	N/A
4455	Plasterer	Physical and Drug		75 lbs	30 lbs
4460	Lather	Physical and		75 lbs	30 lbs

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
		Drug			
4465	Tuck Pointer	Physical and Drug		75 lbs	30 lbs
4505	Asbestos Worker	Physical and Drug		N/A	N/A
4577	Foreman of Roofers			30 lbs	N/A
4578	Roofer	Physical and Drug		75 lbs	30 lbs
4605	Automotive Painter		Ability to lift and carry tools and materials weighing up to 35 lbs frequently and greater than 25 lbs occasionally.		
4634	Painter	Physical and Drug		75 lbs	20 lbs
4636	Foreman of Painters			20 lbs	20 lbs
4656	Sign Painter	Physical and Drug		greater than 25 lbs	25 lbs
4754	Plumber	Physical and Drug		100 lbs	75 lbs
4756	Foreman of Plumbers			75 lbs	N/A
4765	Sprinkler Fitter			75 lbs	50 lbs
4774	Steamfitter	Physical and Drug		75 lbs	50 lbs
4776	Foreman of Steamfitters			50 lbs	N/A
4804	Foreman of Architectural Iron Workers		Ability to lift and carry equipment, tools and supplies weighing up to 75 lbs. occasionally.	75 lbs	N/A
4834	Bridge and Structural Iron Worker		Ability to lift and carry equipment, tools and supplies weighing up to 75 lbs. frequently and up to 100 lbs occasionally.	100 lbs	75 lbs
4836	Foreman of Bridge and Structural Iron Workers		Ability to lift and carry equipment, tools and supplies weighing up to 75 lbs occasionally.	75 lbs	N/A
4855	Sheet Metal Worker	Physical and		75 lbs	30 lbs

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
		Drug			
4856	Foreman of Sheet Metal Workers			30 lbs	N/A
5032	Electrical Mechanic (Auto) - Police Motor Maintenance		Ability to frequently lift and carry tools, equipment, and automotive parts weighing up to 35 lbs and up to 75 lbs occasionally.	75 lbs	35 lbs
5033	Electrical Mechanic (B)	Physical and Drug	Ability to frequently lift and carry work tools, equipment weighing up to 35 lbs and up to 75 lbs occasionally.	75 lbs	35 lbs
5034	Electrical Mechanic (Automotive)	Physical and Drug	Ability to frequently lift and carry work tools, equipment weighing up to 35 lbs and up to 75 lbs occasionally.	75 lbs	35 lbs
5035	Electrical Mechanic	Physical and Drug	Ability to frequently lift and carry work tools, equipment weighing up to 35 lbs and up to 75 lbs occasionally.	75 lbs	35 lbs
5040	Foreman of Electrical Mechanics			35 lbs	N/A
5061	Lamp Maintenance Men	Physical and Drug		N/A	N/A
5080	Lineman - Salaried	Physical and Drug		N/A	N/A
5086	Street Light Repairman	Physical and Drug		75 lbs	35 lbs
5087	Traffic Signal Repairman	Physical and Drug		N/A	35-75 lbs
5088	Foreman of Street Light Repairmen			10 - 35 lbs	N/A
5151	Electrical Inspector	Physical and Drug		N/A	N/A
5235	Load Dispatcher	Physical and Drug		N/A	N/A
6286	Field Vehicle Investigator	Physical and Drug		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
6292	Auto Pound Supvsr	Physical and Drug	Ability to occasionally lift and carry up to 35 lbs. Ability to occasionally bend sit/stand and climb stairs.	N/A	N/A
6298	Chief Auto Pound Supvsr		Requires continuous physical movement including walking, alternately sitting and standing and bending.		
6308	Storekeeper	Physical and Drug		N/A	N/A
6322	Hand Laborer	Physical and Drug		N/A	N/A
6323	Laborer	Physical and Drug		100 lbs	75 lbs
6324	Sanitation Laborer	Physical and Drug		100 lbs	75 lbs continuously
6325	Laborer	Physical and Drug		100 lbs	75 lbs
6326	Laborer	Physical and Drug		100 lbs	75 lbs
6327	Watchman	Drug		N/A	N/A
6328	Watchman	Drug		N/A	N/A
6330	Watchman	Drug		N/A	N/A
6332	Principal Storekeeper			75 lbs	75 lbs
6605	Blacksmith	Physical and Drug	Ability to lift and carry equipment, tools and supplies weighing up to 35 lbs. frequently and up to 75 lbs occasionally.	75 lbs	35 lbs
6607	Foreman of Blacksmiths		Ability to occasionally lift and carry equipment, tools and supplies weighing up to 35 lbs.	35 lbs	N/A
6673	Machinist (Automotive)	Physical and Drug		75 lbs	35 lbs
6674	Machinist	Physical and Drug		75 lbs	35 lbs
6676	Foreman of Machinists			35 lbs	35 lbs

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
6678	Machinist (Auto) Police Motor Maintenance			75 lbs	35 lbs
7003	Aviation Communications Operator	Drug	Must be able to frequently lift and carry up to 10 lbs and occasionally lift and carry up to 35 lbs. Must be able to occasionally climb stairs. Requires frequent physical movement in standing, walking, bending and alternately sitting and standing. Requires continuous physical dexterity in the use of fingers, limbs, feet and body.	35 lbs	10 lbs
7010	Airport Operations Supvr	Physical and Drug		N/A	N/A
7028	Airport Ground Tran. Monitor	Physical and Drug		N/A	N/A
7102	Dispatch Clerk	Physical and Drug		N/A	N/A
7107	Automotive Parts Man	Physical and Drug		N/A	N/A
7108	Automotive Parts Man I/C	Physical and Drug		N/A	N/A
7110	Equipment Services Coord	Physical and Drug		N/A	N/A
7111	Service Driver	Physical and Drug		N/A	N/A
7112	Booster - Parking	Physical and Drug	Ability to lift and use 35 lbs boot devices.	35 lbs	N/A
7114	Chauffeur	Physical and Drug		N/A	N/A
7123	Equipment Training Specialist/MTD				
7132	Mobile Unit Operator	Physical and Drug		35 lbs	N/A
7136	Service Writer	Physical and Drug		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
7152	Refuse Collection Coord	Physical and Drug		N/A	N/A
7164	Garage Attendant	Physical and Drug		80 lbs	50 lbs
7166	Skyway Maintenance Worker	Physical and Drug		N/A	N/A
7182	MTD - Hourly				
7183	Motor Truck Driver	Physical and Drug		35 lbs	N/A
7184	Pool MTD			N/A	N/A
7185	Foreman of Motor Truck Drivers			35 lbs	35 lbs
7186	Motor Truck Driver - Tire Repairer	Physical and Drug		N/A	N/A
7188	Clam Operator				
7230	Bridge Operator	Physical and Drug	Ability to climb stairs to bridge towers.	N/A	N/A
7353	Marine Engineer			N/A	N/A
7355	Marine Pilot - Fire Boat	Physical and Drug		N/A	N/A
7357	Marine Pilot	Physical and Drug		N/A	N/A
7398	Deck Hand	Physical and Drug	Ability to physically signal and vocally signal to the Marine Pilot, and to hear the commands of the Marine Pilot. Ability to lift and carry bags of cement, mooring lines and counter weights weighing up to 100 lbs.	100 lbs	N/A
7463	Parking Meter Mechanic	Physical and Drug		N/A	N/A
7482	Parking Enforcement Aide	Physical and Drug		N/A	N/A
7631	Hoisting Engineer Apprentice	Physical and Drug		100 lbs	35 lbs
7633	Hoisting Engineer	Physical and		100 lbs	35 lbs

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
		Drug			
7635	Foreman of Hoisting Engineers	Physical and Drug		35 lbs	N/A
7636	General Foreman of Hoisting Engineers				
7637	Superintendent of Hoisting Engineers				
7638	Hoisting Engineer - Mechanic			100 lbs	35 lbs
7741	Operating Engineer - Group C	Physical and Drug		N/A	100 lbs
7743	Operating Engineer - Group A	Physical and Drug		N/A	100 lbs
7775	Stationary Fireman	Physical and Drug		N/A	N/A
8081	Lineman	Physical and Drug		N/A	N/A
8173	Ward Superintendent	Physical and Drug		N/A	N/A
8244	Foreman of Laborers			75 lbs	35 lbs
8246	Foreman of Construction Laborers		Ability to lift and carry up to 35 lbs continuously. Ability to lift up to 74 lbs continuously and lift and carry up to 100 lbs frequently. Ability to climb stairs continuously and ladders frequently. Ability to stand, walk and bend continuously.	100 lbs	35 lbs - 74 - lift continuously
8263	Sign Hanger	Physical and Drug		50 lbs	50 lbs
8265	Foreman of Sign Hangers			50 lbs	50 lbs
8267	Foreman of Sign Shop			25 lbs	25 lbs

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
8301	Caulker	Physical and Drug	Ability to frequently lift and carry equipment, tools and supplies weighing up to 75 lbs frequently and up to 100 lbs occasionally.	100 lbs	75 lbs
8315	Mason Inspector			100 lbs	35 lbs
8316	Chief Mason Inspector	Physical and Drug	Must be able to occasionally lift and carry up to 35 lbs. Must be able to occasionally climb stairs and ladders. Requires frequent physical movement in standing, walking, bending and alternately sitting and standing. Requires physical dexterity in the use of fingers, limbs, feet and body.	35 lbs	35 lbs
8601	Police Communications Operator I	Drug		N/A	N/A
8602	Police Communications Operator II	Drug		N/A	N/A
8603	Police Communications Operator III	Drug		N/A	N/A
8615	Communications Operator I- 311	Drug		N/A	N/A
8616	Communications Operator II- 311	Drug		N/A	N/A
8639	Fire Communications Specialist	Drug		N/A	N/A
9111	Crossing Guard	Physical and Drug		N/A	N/A
9112	Traffic Control Aide	Physical and Drug		10 lbs	10 lbs
9113	Police Aide	Physical and Drug		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
9122	Detention Aide	Physical and Drug	Must be able to frequently lift and carry up to 10 lbs and occasionally lift and carry up to 100 lbs. Must be able to continuously stand, walk and alternately sit and stand and frequently bend. Requires continuous physical movement and physical dexterity in the use of fingers, limbs, feet and body.	100 lbs	10 lbs
9407	Laborer - Water Distribution	Physical and Drug		N/A	N/A
9408	Laborer as Estimator	Physical and Drug		N/A	N/A
9409	Laborer as Estimator I/C	Physical and Drug		N/A	N/A
9411	Construction Laborer	Physical and Drug	Ability to lift and carry up to 100 lbs continuously. Ability to climb stairs frequently and ladders occasionally. Ability to stand, walk and bend continuously.	100 lbs	100 lbs
9455	Plasterer Helper	Physical and Drug		N/A	N/A
9461	Asphalt Raker	Physical and Drug		N/A	N/A
9462	Asphalt Smoother	Physical and Drug		N/A	N/A
9463	Asphalt Tamper	Physical and Drug		N/A	N/A
9464	Asphalt Helper	Physical and Drug		N/A	N/A
9495	Weighmaster	Physical and Drug		N/A	N/A
9528	Laborer (Bureau of Electricity)	Physical and Drug		N/A	N/A
9531	Shop Laborer	Physical and Drug		N/A	N/A
9532	Stores Laborer	Physical and		N/A	N/A

Title Code	Position Title	Pre-employment screening	Physical Requirements	Occasionally Lift and Carry	Frequently Lift and Carry
		Drug			
9533	Laborer	Physical and Drug		100 lbs	75 lbs
9534	Laborer	Physical and Drug		100 lbs	75 lbs
9539	Cement Mixer	Physical and Drug	Ability to perform strenuous physical labor.	N/A	N/A
9583	Sewer Laborer	Physical and Drug		100 lbs	35 lbs
9584	Sewer Laborer (sub-foreman)	Physical and Drug		N/A	N/A
9593	Station Laborer	Physical and Drug		N/A	N/A

Scope – Attachment B
Current Titles Subject to Random Drug Testing

The random testing pools have been separated into two pools: one for employees subject to random drug testing (both FMCSA and USCG – covered employees) and one for employee subject to random alcohol testing (only FMCSA – covered employees). The pools are as follows:

Pool # 1 – Controlled Substances
(FMCSA and USCG)

7110 Equipment Services Coordinator
7132 Mobile Unit Operator
7183 Motor Truck Driver (“MTD”)
7185 Foreman of MTD
7186 MTD - Tire Repairer
7187 General Foreman of MTD
7631 Hoisting Engineer Apprentice
7633 Hoisting Engineer
7635 Foreman of Hoisting Engineers
7636 General Foreman of Hoisting Eng.
7637 Superintendent of Hoisting Eng.
7638 Hoisting Engineer – Mechanic
7123 Equipment Training Specialist
7182 MTD - Hourly
7184 Pool MTD
7188 Clam Operator
7353 Marine Engineer
7355 Marine Pilot – Fire Boat
7357 Marine Pilot
7398 Deck Hand

Pool # 2 - Alcohol
(FMCSA)

7110 Equipment Services Coordinator
7132 Mobile Unit Operator
7183 MTD
7185 Foreman of MTD
7186 MTD-Tire Repairer
7187 General Foreman of MTD
7631 Hoisting Engineer Apprentice
7633 Hoisting Engineer
7635 Foreman of Hoisting Engineers
7636 General Foreman of Hoisting Eng.
7637 Superintendent of Hoisting Eng.
7638 Hoisting Engineer - Mechanic
7123 Equipment Training Specialist/MTD
7182 MTD - Hourly
7184 Pool MTD
7188 Clam Operator

EXHIBIT 2
SCHEDULE OF COMPENSATION

Category	Description	UOM	Price US\$
94874	DOCTOR, PROFESSIONAL SERVICES - CONSULTING SERVICES	Hour	300
94815	AUDIOLOGICAL SERVICES - HEARING TEST, PARTIAL OR COMPLETE EXAMINATION, 500HZ - 2000HZ	Each	10
94815	AUDIOLOGICAL SERVICES - HEARING TEST, PARTIAL OR COMPLETE EXAMINATION, 500HZ - 6000HZ	Each	10
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - MEDICAL PHYSICAL EXAM BY PHYSICIAN (NON-COMPREHENSIVE)	Each	30
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - MEDICAL PHYSICAL EXAM BY PHYSICIAN (NON-COMPREHENSIVE) TO INCLUDE THE FOLLOWING TEST FOR DOT (CDL) COMMERCIAL DRIVERS. URINE COLLECTION FOR DRUG DETECTION (SPLIT SAMPLE) FOLLOWING ALL CH	Each	45
94855	TESTS, MEDICAL - URINE COLLECTION FOR DRUG DETECTION, SPLIT SAMPLE	Each	12
94855	TESTS, MEDICAL - URINE DIPSTICK	Each	2
94855	TESTS, MEDICAL - RUBELLA TITER	Each	15
94855	TESTS, MEDICAL - TUBERCULOSIS	Each	5
94855	TESTS, MEDICAL - THROAT CULTURE	Each	10
94855	TESTS, MEDICAL - PULSE RECOVERY	Each	0
94855	TESTS, MEDICAL - POST OFFER-TO INCLUDE PHYSICAL EXAMINATION, URINE COLLECTION FOR D/S, AND URINE DIPSTICK	Lump Sum	42
94855	TESTS, MEDICAL - EXAM FOR FOSTER GRANDPARENTS/SENIOR COMPANIONS-TO INCLUDE PHYSICAL EXAMINATION, URINE COLLECTION FOR D/S, RUBELLA TITER TEST, T.B. TEST, THROAT CULTURE AND URINE DIPSTICK	Lump Sum	75
94855	MEDICAL SERVICES, PHYSICAL EXAMINATIONS - BLOOD CHEMISTRY SCREEN, PARTIAL OR COMPLETE	Each	6
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - COMPLETE BLOOD COUNT WITH DIFFERENTIAL.	Each	3
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - X-RAY, MRI OF LUMBAR	Each	400
94855	TESTS, CLINICAL LABORATORY, DRUG SCREENING - LEAD ZPP TESTING	Each	25
94855	MEDICAL SERVICES, PHYSICAL EXAMINATIONS - TUBERCULOSIS SKIN TESTING PPD AND FOLLOW-UP READING PPD	Each	8
26980	TETANUS, TOXOIS, PURIFIED, PLAIN, ALUM PPT - INJECTION, 7.5ML VIAL, SQUIBB OR EQUAL	Vial	275
94855	TESTS, MEDICAL - RBC AND PLASMA CHOLINESTERASE	Each	20
94855	TESTS, MEDICAL - SERUM PCB	Each	70
96150	TESTIMONY, COURT OR ADMINISTRATIVE - NON-PHYSICIAN	Hour	75
96150	TESTIMONY, COURT OR ADMINISTRATIVE - PHYSICIAN	Hour	125
94874	MEDICAL REVIEW SERVICES - REVIEW OF TESTING REPORTS BY MEDICAL REVIEW OFFICER.	Each	Included in screening
94855	COLLECTION SERVICES OF MEDICAL LAB	Each	Included in screening
90783	VISION SCREENING (TITMUS)	Each	10
95207	INSTANT DRUG SCREENING	Each	9
95207	DEPARTMENT OF TRANSPORTATION DRUG SCREEN	Each	15
95207	AFTER HOURS ON SITE GROUP DRUG SCREEN COLLECTION - 2 HOUR MINIMUM	Hour	50
95207	UNSCHEDULED EMERGENCY STAT DRUG SCREEN COLLECTION (FIRST HOUR ON-SITE)	Each	145
95207	UNSCHEDULED EMERGENCY STAT COLLECTION EACH ADDITIONAL 30 MNIUTES AFTER THE FIRST HOUR (BILLED ON THE HALF HOUR)	Each	25
95207	BREATH ALCOHOL TEST	Each	25
95207	5 PANEL DRUG SCREEN	Each	12

94864	NURSING SERVICES - ON-SITE NURSE FEE, PER NURSE	Hour	100
94855	TESTS, MEDICAL - HEMOGLOBIN A1C	Each	4
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - BODY FAT COMPOSITION	Each	2
94855	TESTS, MEDICAL - URINALYSIS	Each	2
94855	TESTS, MEDICAL - BLOOD TYPE	Each	4
94855	TESTS, MEDICAL - HCG URINE	Each	7
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - VISION SCREENING	Each	10
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - CHEST X-RAY WITH RADIOLOGIST INTERPRETATION	Each	50
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - ALL PLANES	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - SHOULDERS	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - ELBOWS	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - HIPS	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - KNEES	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - ANKLES	Each	40
94886	ISOKINETIC TESTING, JOINT/EXTREMITY - WRISTS	Each	40
94855	MEDICAL SERVICES, PHYSICAL EXAMINATIONS - BLOOD CHEMISTRY SCREEN, PARTIAL OR COMPLETE	Each	40
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - COMPLETE BLOOD COUNT WITH DIFFERENTIAL.	Each	6
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - SYPHILIS SEROLOGY (RPR) WITH FTA REFLEX (ART) CONFIRMATION OF POSITIVE RESULTS.	Each	3
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - HEPATITIS C TEST	Each	4
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - SICKLE CELL/TRAIT SICKLEDEX/ CONFIRMATION ON ALL POSITIVE TESTS BY HGB ELECTROPHORESIS.	Each	15
94855	BLOOD TESTING SERVICES - HEPATITIS, 3 DOSE VACCINATION SERIES, SERVICE TO INCLUDE TESTING, REPEAT TESTING, TEST RESULTS, EVALUATIONS & REPORTS.	Set	12
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - RAPID PLASMA REAGIN (RPR)	Each	125
94855	BLOOD TESTING SERVICES. THESE SERVICES SHALL INCLUDE ALL TESTING, - HIV ANTIBODY (CONFIRMATION) OF POSITIVE RESULTS.	Each	10
94874	BASIC MEDICAL/PHYSICAL EXAMINATIONS FOR DEPARTMENT OF ENVIRONMENT AND REVIEW OF MEDICAL QUESTIONNAIRE (NOT INCLUDING EKGs, CHEST X-RAYS OR SPIROMETRY)	Each	8
94815	AUDIOMETRY TESTING FOR ENVIRONMENT	USD	35
96150	EXPERT WITNESS TESTIMONY	USD	12
94886	THERAPY, PHYSICAL - FUNCTIONAL CAPACITY EVALUATION, 8 HOURS	USD	150
94886	THERAPY, PHYSICAL - MODIFIED FUNCTIONAL CAPACITY EVALUATION, 4 HOURS	Each	495
94886	THERAPY, PHYSICAL - PHYSICAL ASSESSMENT	Each	325
94886	THERAPY, PHYSICAL - GRIP STRENGTH TESTING, BOTH HANDS, MEASURED BY DYNAMOMETER	Each	50
94897	X-RAY SERVICES - BASELINE CHEST X-RAY	Each	12
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - STRESS TEST WITH P.F.T. (MALE OR FEMALE) 9 MIN. 30 SEC.	Each	50
94874	MEDICAL PHYSICAL EXAMINATIONS, PARTIAL OR COMPLETE - STRESS TEST WITH P.F.T. (MALE OR FEMALE) 12 MIN.	Each	265
		Each	365

ATTACHMENT B

Legal Actions

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – LEGAL ACTIONS

I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ATTACHMENT C

Disclosure Affidavit

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Joseph Mallas, as Secretary
Name Title

and on behalf of U.S. HealthWorks Medical Group of Illinois, PC
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	U.S. HealthWorks Medical Group of Illinois, PC		
Address:	25124 Springfield Court, Suite 200		
City/State/Zip:	Valencia, CA 91355		
Telephone:	661-678-2600	Facsimile:	
FEIN:	46-1412995	SSN:	
Email:	Joe.Mallas@USHWorks.com		
Nature of Transaction:			
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input type="checkbox"/> Construction Contract</div> <div><input checked="" type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

ATTACHMENT C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name	Title	
Dean Shoucair, DO	President & Director	
Joseph Mallas	Secretary	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
Dean Shoucair, DO	5603 West Raymond St., Suites A-D Indianapolis, IN 46241	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

ATTACHMENT C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

ATTACHMENT C – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

ATTACHMENT C – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

ATTACHMENT C – DISCLOSURE AFFIDAVIT

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

ATTACHMENT C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

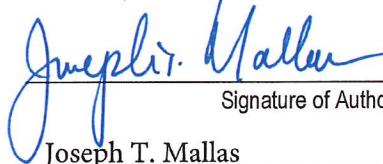
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Joseph T. Mallas

Name of Authorized Officer (Print or Type)

Secretary

Title

661-678-2600

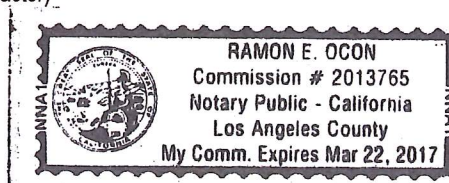
Telephone Number

State of California
County of Los Angeles

Signed and sworn to before me on this 2nd day of August, 2016 by
Joseph T. Mallas (Name) as Secretary (Title) of
U.S. Healthworks Medical Group of Illinois, P.C. (Bidder/Proposer/Respondent or Contractor)

Ramon E. Ocon
Notary Public Signature and Seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



ATTACHMENT D

Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)

☐ Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

ATTACHMENT D – DISCLOSURE OF RETAINED PARTIES

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.



Signature

Joseph T. Mallas

Name (Type or Print)

8/2/16

Date

Secretary
Title

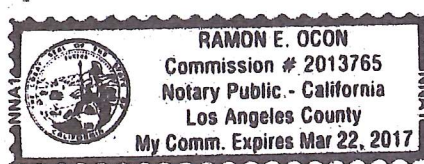
Subscribed and sworn to before me

this 2nd day of August 2016



Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



ATTACHMENT E

Certificate of Insurance

(ATTACHED HERETO AND INCORPORATED HEREIN)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2016

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

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

PRODUCER InterWest Insurance Services License #0B01094 222 Court Street Woodland CA 95695	CONTACT NAME: Michelle Goodwin, CIC, CISR, CPSR	
	PHONE (A/C, No, Ext): 831-635-2247 FAX (A/C, No): 831-638-6801	
	E-MAIL ADDRESS: mgoodwin@iwins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Safety National Casualty Corp	15105
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 1476623231	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2691450294035	9/1/2015	9/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y	AS2691450294045	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7691450294055	9/1/2015	9/1/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	LDC4042721	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

Certificate holder is included as additional insured as required by written contract per the attached endorsement
Re: Comprehensive Medical/Physical Examination Services PO
28275/28276
U.S. Healthworks Medical Group of Illinois, PC
Valuable Papers Coverage Policy No. YU2Z91450291025
Policy Term 09/01/15-16 Limit: \$1,000,000

CERTIFICATE HOLDER	CANCELLATION *10 days notice for non payment
Public Building Commission of Chicago 50 W. Washington St., #200 Chicago IL 60602 ok ryan 7/8/16	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle Goodwin</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2016

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

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

PRODUCER InterWest Insurance Services License #0B01094 222 Court Street Woodland CA 95695	CONTACT NAME: Michelle Goodwin, CIC, CISR, CPSR PHONE (A/C, No, Ext): 831-635-2247 FAX (A/C, No): 831-638-6801 E-MAIL ADDRESS: mgoodwin@iwins.com														
INSURED USHEA-1 U.S. Healthworks Medical Group of Illinois, PC 25124 Springfield Ct., Ste 200 Valencia CA 91355	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: NORCAL Mutual Ins Company</td><td>33200</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NORCAL Mutual Ins Company	33200	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: NORCAL Mutual Ins Company	33200														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1321955711

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Malpractice Professional Liability			721820E	5/1/2016	5/1/2017	Aggregate Limit \$4,000,000 Deductible \$2,000,000 \$150,000

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

Re: Comprehensive Medical/Physical Examination Services PO
28275/28276
U.S. Healthworks Medical Group of Illinois, PC

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non Payment of Premium

Public Building Commission of Chicago 50 W. Washington St., #200 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Michelle Goodwin</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

C OMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As Required By Written Contract	As Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This endorsement is executed by the

Premium N/A

Effective Date 09/01/15-16

For attachment to Policy No. TB2691450294035

Audit Basis

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the

Premium \$ N/A

Effective Date 09/01/15-16

For attachment to Policy No. TB2691450294035

Audit Basis

Issued To U.S. Healthworks Holding Company, Inc.

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/15 Policy No. LDC4042721 Endorsement No. _____
Insured U.S. HEALTHWORKS HOLDING COMPANY, INC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By _____