

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
OCCU-MED, LTD.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 18th day of November, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and OCCU-MED, LTD., a Delaware corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide pre-employment medical examinations and evaluation services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A. Consultant's annual compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the date of service, name of person examined, type of physical performed, itemized charges for each type of physical, if applicable, a subtotal for each person examined, and a total of charges for the month. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on November 17, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance

during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the

parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Occu-Med, Ltd.
2121 W. Bulliard Avenue
Fresno, CA 93711
Tel: (559) 435-2800
Attn: Christopher St. George

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5169
Attn: Kasama Lee

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent acts, inactions, errors, omissions or any willful misconduct of the Consultant, its employees, and/or authorized subcontractors in the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting

of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

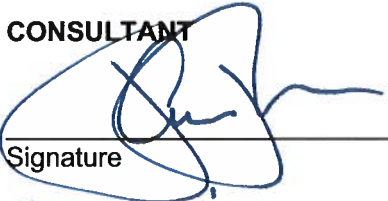
6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT




Signature
PRESIDENT & CEO

[Name and Title]

Date: 11/18/20

CITY OF COSTA MESA



Carol Molina
Purchasing Officer

Date: November 23, 2020

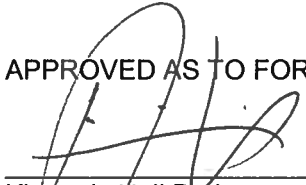
ATTEST:

Brenda Green 11/24/20

Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 11/24/2020


APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 11/23/20

APPROVED AS TO CONTENT:



Anita Chapanond
Project Manager

Date: NOVEMBER 24, 2020


DEPARTMENTAL APPROVAL:



Kasama Lee
Acting Human Resources Manager

Date: 11/24/20

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

Date: November 23, 2020

EXHIBIT A
CONSULTANT'S PROPOSAL

The City of Costa Mesa

Occu-Med QA² Occupational Health Program

Employment Medical Programs & Services

Proposal Submitted by:



OCCU-MED

September 14, 2020

Corporate HQ - 2121 West Bullard Avenue, Fresno, CA, 93711

Denver Office - 1928 East 18th Avenue, Denver, CO, 80206

TAX ID: 522333519

State of California Corporate ID: C2472806

559.435.7200 - Fax

Contact:

Christopher St. George

559.435.2800 x207 - Telephone

cstgeorge@occu-med.com - Email

www.occu-med.com

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I. Executive Summary

Occu-Med has a 40-year history of providing our quality driven, customer service oriented Occupational Health Evaluation Program to more than a thousand Cities, Counties, and Private Sector organizations throughout the United States including hundreds of municipal agencies in Southern California, forming close working relationships with human resources, risk management, police and fire personnel staff members - at each agency - in order to ensure continuity in accessing Occu-Med’s turnkey system for completing medically appropriate and legally defensible occupational health evaluations.

Occu-Med’s technical approach to the services described in our proposal is designed to squarely respond to City’s needs - in order to deliver a program that reduces the number of employee accidents and injuries in a medically appropriate and legally defensible manner. Our goal in the delivery of our service will be to enhance the delivery of our Program to assure applicants/employees are able to safely perform the essential functions of the jobs in which they are being placed.

Because we have licensed physicians and legal experts on staff, no matter how simple or dynamic an evaluation might be, Occu-Med will always furnish the City a clear and legally defensible medical recommendation in consideration of all applicable laws and guidelines (ADAAA, FEHA, OSHA, FMCSA, POST, NFPA 1582 & GINA) as to whether or not an employee is able to safely perform the essential functions of the job with or without reasonable accommodation. In addition to providing all the current services offered to the City, Occu-Med is proposing the expansion of our service to include management of a medical Network throughout Orange County that will now be available to the City in order to enhance the convenience for the City’s applicants of attending the pre-placement medical evaluation. Our proposed Network includes:

Elevated Health	Gateway Medical Center	ProCare*
18800 Delaware St.	710 N. Euclid Street	17232 Red Hill Ave.
Huntington Beach, CA 92648	Anaheim, CA 92801	Irvine, CA 92614
Mon-Fri - 9:00am-5:00pm	Mon-Fri - 8:00am-5:00pm	Mon-Fri - 8:00am-6:00pm

**At this time Occu-Med is providing fees based on ProCare’s existing agreement with the City (see Exhibit 5), however if Occu-Med is not able to secure the same terms with ProCare a revised fee schedule for that clinic will be provided.*

Radin Cardiovascular Medical Group	Xpress Urgent Care
1501 Superior Ave. #312	17612 East 17 th Street, #101
Newport Beach, CA 92663	Tustin, CA 92780
Mon-Fri- 9:00am-5:00pm	Mon-Fri - 8:00am-8:00pm

II. Experience

Occu-Med's founder (now President and CEO of the company) directed a project (which eventually expended more than \$2 million in cash and in-kind contributions) funded by the United States Civil Service Commission in 1976 "to develop and implement an improved system of physical and medical standards and procedures for employment." The goals of this project were: a) to ensure workers were able to safely perform the essential function of their jobs, b) reduce the costs associated with worker injuries, and c) protecting the rights of the disabled by developing a medically appropriate and legally defensible methodology for determining what medical conditions, injuries or illnesses allowed for reasonable accommodation. The Director of this project, Jim Johnson, J.D., having spent his previous two years at the County Supervisors' Association of California ("CSAC") as, among other assignments, staff to the statewide association of County Personnel Administrators, obtained a secondary grant to expand this project to include the entire state of California and to form an Advisory Group of representatives from more than thirty Counties, several Cities and various state and federal agencies enforcing the newly enacted legislation protecting the employment rights of the handicapped. Based on the original research conducted then, Occu-Med's methodology for managing employment medical evaluations was established.

Occu-Med has gained a thorough understanding of employment laws and regulations over its 39 years of providing these services, and we know the importance of having a complete understanding of the physical and environmental factors that the employee will face in the workplace before a placement recommendation is made. Occu-Med has legal counsel on staff, and, because we thoroughly understand medicine, the law and the requirements of the job in question, we are able to confidently permit placement of applicants and employees who are able to safely perform the essential duties of the job with or without reasonable accommodation and are able to recommend (just as confidently) the disqualification of individuals who are unable to safely perform the essential duties of the job (again, with or without reasonable accommodation). For example, as part of our services we track, monitor and opine on updates to the Occupational Health and Safety Administration (OSHA) and the Americans with

Disabilities Amendments Act of 2008 (ADAAA), HIPAA, the California Fair Employment and Housing Act (FEHA), Peace Officer Standards and Training (POST) Guidelines and National Fire Protection Associated Guidelines (NFPA) 1582 which sometimes go unnoticed by Risk Managers and ESH&S personnel, yet it is the employer who will be left to pay the bill should an applicant be tested inappropriately during a pre-placement medical evaluation. And, just as importantly, we ensure the quality of each clinic, provider, and laboratory in our medical network including: Joint Commission, State Medical Board and SAMHSA accreditation. We believe it is incumbent upon Occu-Med to remain an authority in the relevant legal changes within which such employment decisions must be made.

III. Implementation

Every medical exam performed by Occu-Med is done so in order to comply with a legal requirements surrounding what is permissible for pre-placement and periodic medical evaluations under the applicable ADAAA, FEHA, NFPA & Peace Officer Standards and Training (hereafter, "POST") Guidelines. Put simply, we do not just ask the applicant or employee if he or she is able to "do the job" or "return to work", rather, our approach provides a quantifiable way to make such a determination for each applicant and/or employee as part of an individualized assessment.

Start-up and Phase-in Schedule

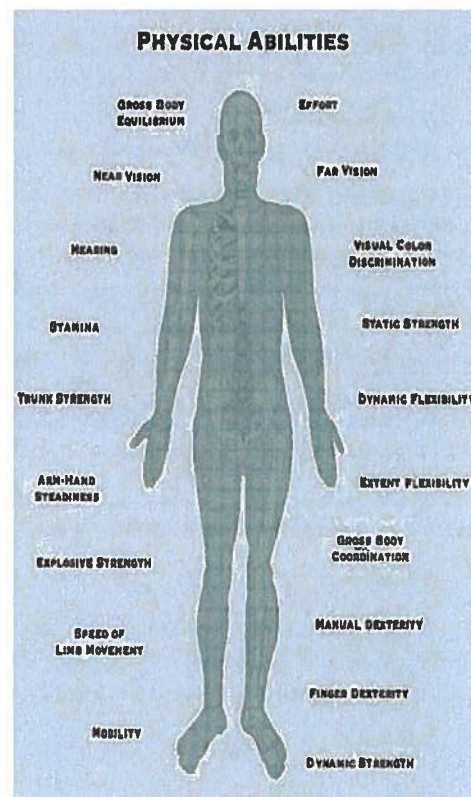
The cornerstone of creating legal defensibility in Occu-Med's QA² Occupational Medicine Program begins with the administration of Job Analysis, i.e. initially validating all medical testing performed through a statistically validated method. Occu-Med prepares one page Job Profiles for use in evaluating pre-placement, fitness-for-duty and return-to-work medical examinations by conducting on-site job analysis sessions. The procedure utilized during the job analysis sessions is the same one that we have used for more than 3,000 other agencies: Physical Abilities Analysis. **NOTE: If the City elects not to purchase Job Analysis services Occu-Med can work from the City's existing Job and Medical Exam Component Profiles. Our Job Analysis service can always be performed at a later date. Nonetheless, our process is described below should the City wish to consider using it now or at a later date.**

Job Analysis

Often Occu-Med begins our Program with the administration of Job Analysis. Our approach to accomplishing job analysis is outlined below and continues on page six:

Physical Abilities Analysis is a structured group process that involves interviewing job incumbents from the job being analyzed. In preparation for these Job Analysis sessions Occu-Med works with the City to determine statistically valid sample sizes (number of job incumbents) for the job classes and schedule the sessions. During the Job Analysis sessions, incumbents are asked to identify the most demanding essential job tasks for 19 physical ability categories, and then they are instructed to rate those tasks on a 7-point, behaviorally-anchored scale. The incumbents are also asked to complete a questionnaire that addresses the environmental factors that they may be exposed to in their job. Overall, each session requires about one and one-half hours to complete. Data collected will then be qualitatively and statistically analyzed to develop Job Profiles (EXHIBIT 1) and Medical Examination Component Profiles (EXHIBIT 2) for each job class studied. The Job Profile accurately and fully the most demanding essential job tasks of the jobs studied, and the Medical Examination Component Profile details the

Additionally, as part of our Job Analysis Occu-Med can include a review of the City's current testing protocols and procedures to determine if any additional OSHA specific testing could be included as part of the pre-placement medical exam. Occu-Med projects that it can accomplish an analysis of all required City job classes in no more than four (4) business days. This presumes that the City can schedule the 1-2 hour sessions efficiently with approximately 3-7 incumbents in each job class, with 5-10 job classes in each Job Analysis session. Occu-Med charges \$1,000 a day for each day of onsite work, and each day of onsite work requires an additional day of back-office support also billed at \$1,000. Out-of-pockets are billed as incurred.



After our initial Job Analysis is completed Occu-Med can on an as needed basis refresh the City's Job Profiles to reflect changes to the physical demands of the position. This will also be performed for the City's Medical Exam Component Profiles in order to stay compliant with changes to applicable laws.

Occu-Med is prepared to begin work for the City as early as September 15, 2020. *Again, if the City elects not to purchase this service Occu-Med can work from the City's existing information.*

IV. Scope of Work

QA² is the name given to Occu-Med's end-to-end solution for the scheduling and on-going review of all medical examinations for applicants or employees for jobs with the City. This service includes exam reviews for pre-placement exams, the further investigation of medical conditions identified during these exams (through the "RDQA" service--see description), the preparation of letters to applicants who are determined to be Medically Disqualified for the job for which they applied, an analysis of Reasonable Accommodation for each individual Medically Disqualified, and the preparation of periodic (daily, when useful) production / performance / status reports.

A Client Orientation to the laws and regulations governing employment medical testing, the manner in which the Occu-Med Program fulfills these legal requirements will be performed, the goals of our service and the provision of assistance to our client in the establishment of appropriate policies and procedures within the City to authorize the appropriate medical review of employment examinations and the training of selected staff in the manner in which this process will be performed.

Scheduling pre-placement, or periodic medical exams through Occu-Med could not be easier. Upon the acceptance of a conditional job offer by the candidate, a City representative contacts Occu-Med's Exam Scheduling Hotline or submits an Occu-Med Exam Requisition Form via e-mail (EXHIBIT 3), and the necessary medical exam is scheduled the same day as the referral. Occu-Med within two (2) hours of receipt of your referral will contact your applicant or employee in order to arrange a medical appointment with him or her (when possible Occu-Med will also provide the applicant with the necessary medical history forms so that he or she may complete the documents prior to the exam (EXHIBIT 4)). Upon completion of scheduling, your representative will immediately receive email confirmation of the appointment time and date, which will be scheduled to occur within 2 business days of the referral.

Having scheduled the medical exam, and with knowledge of the length of time required to obtain results from the medical testing included in the exam (i.e., PPD test for tuberculosis takes 48 to 72 hours for results), Occu-Med contacts the medical provider to request, or "harvest," the exam at the absolute earliest time that it should be ready for review. This service has cut exam turnaround time for our clients in half (or more!) in almost every case. Thus, eliminating a clinic from "holding" an exam until they have staff that can fax or email the results. Occu-Med commits to submitting a Medical Exam Summary

Report to the City on the same day the complete medical exam is received (provided it is received before 4:00PM PT).

EXAMQA

When reviewing an exam Occu-Med combines:

- a) a thorough knowledge of the essential physical and environmental components of the jobs in question;
- b) the medical expertise to gather all necessary and appropriate medical information upon which to base safe placement, return-to-work and fitness-for-duty recommendations; and,
- c) extensive knowledge of the legal constraints within which such hiring decisions must be made.

This aspect of our services means that Occu-Med and its medical review staff review all completed medical exams and it is Occu-Med’s recommendation that is made to the City regarding an applicant or employees safe placement. This process ensures that pertinent aspects regarding a placement decision are considered and not just those in the examining physician’s purview. For Conditional Qualifications (CQ), an Employment Agreement accompanies each such report. For Recommended Delayed for Qualification (RDQ), RDQA is initiated with the applicant, and the City is simply notified that the process has begun. This eliminates the possibility of disclosure of protected personal medical information that may be undesirable for the City to have received. For each Disqualification (DQ), an appropriate medical-legal report is submitted documenting the specific justifications for the disqualification and informing the City of the requirement of a consideration of Reasonable Accommodation (a process in which we encourage the City to involve us).

Periodic performance reports, addressing both clinic turnaround statistics and EXAMQA results, are available upon request.

See Sample Right:

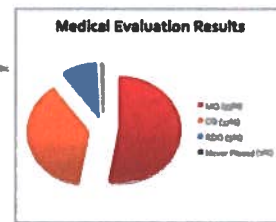
Medical Evaluations Results

Program Totals

- 132 - Total Medical Evaluations
- 1.86 - Average days from date of exam until date of Occu-Med’s recommendation to the City. This includes waiting for PPD skin test results; laboratory results (and includes weekends and holidays).
- 76 - Applicants Initially Medically Qualified (MQ)
- 50 - Applicants Initially Conditionally Qualified (CQ)
- 12 - Applicants Initially Recommended Delayed for Qualification (RDQ)
- 1 - Applicants not placed as a result of the program (initially RDQ)
- 63 - Applicants affected by the Program (47%)

Conditions Identified Included:

- Abnormal Pulmonary Function
- Osteoporosis medications
- Abnormal lab results
- Color vision deficiencies
- Use of medications with known side-effects
- Recent acute injuries
- Possible cardiovascular disease
- Hypertension



MQ - Medically Qualified CQ - Conditionally Qualified
RDQ - Recommended Delayed for Qualification



Details regarding Occu-Med's qualification recommendations are as follows:

Occu-Med's Qualification Recommendations and Reports

Medically Qualified - Applicant is an immediate safe placement.

Conditionally Qualified - Applicant may be placed immediately but has work restrictions or accommodation as outlined on the medical restrictions and/or reasonable accommodations page of the report. The specific restrictions or accommodations are always included as part of the Conditionally Qualified Medical Exam Summary Report.

Recommendation Delayed for Qualification - Applicant will be required to submit further information regarding one or more medical conditions before being placed. This process is facilitated by Occu-Med via RDQA. The applicant is contacted on the day that he/she becomes delayed and informed that he or she has 10 business days to complete the request for additional medical information (extensions of the timeframe can be granted at the City's discretion).

Medically Disqualified - Applicant has been deemed medically unsuited for this job class and will not be placed. Occu-Med's report outlining relevant issues will be attached. The City must consider Reasonable Accommodation for this Medical Disqualification and must determine whether such an accommodation is feasible via the interactive process.

Recommendation Delayed for Qualification – RDQA

The RDQA process is one of the most elegant and sophisticated services associated with the Occu-Med Program, for the City this process will be the mechanism for facilitating an individualized assessment of an applicant or employee when initial medical information collected does not allow of an immediate determination of placement or disqualification.

When the Occu-Med recommendation is that a decision be delayed until certain medical information can be further explored (that is, when the applicant is classified as "Recommendation Delayed for Qualification"—or "RDQ"—under Occu-Med terminology), Occu-Med will submit that report as well as an additional report when the requested additional information is received and Occu-Med is able to offer a conclusive placement recommendation. Since the law permits making "further medical inquiry" into medical conditions that could pose a direct threat of injury from the performance of the job's essential duties, it is necessary to notify the applicant of the specific findings as well as the information that will be necessary to submit in order to be cleared for the job. Since City staff may not have the time or the

medical expertise to contact each of these applicants to describe in detail the medical findings and to answer their questions about the medical information needed for clearance to be approved, Occu-Med staff communicates directly with these applicants. Further, there is also a growing fear by employers that they may be receiving medical information about job applicants from medical examinations in violation of state and federal laws relating to such information (specifically, when the medical condition being investigated more fully pursuant to an “RDQ” designation is found to be benign in relation to the job’s essential duties). For these reasons Occu-Med has developed—and will institute as part of this contract—a service designated as “RDQA.” Under RDQA Occu-Med corresponds directly with job applicants to discuss the medical findings, to answer any questions about the medical condition or the process being employed, and to describe any medical records or documentation required for clearance. Applicants will have five (5) days to respond to Occu-Med and ten (10) days to provide further information unless the City dictates the application of different time requirements. The City’s staff will simply be notified that such a review has been initiated, and the City will be informed on a periodic basis (as directed) on the status of each RDQ. Then, when the requested information is submitted, Occu-Med will prepare the appropriate clearance report

As part of Occu-Med’s services Occu-Med serves as the custodian of records for all medical records for our clients. This includes the completed medical history questionnaire (customized by Occu-Med to meet POST & GINA requirements), results of all tests immunizations, examination information and any follow-up information collected as a result of medical findings. Occu-Med maintains this information in a HIPAA compliant softcopy that is available to the City with a one (1)-business day request.

Annual/Periodic/ Wellness Exams (when applicable)

A. Instituting a program that regularly evaluates pertinent aspects of your employees’ health can prevent injuries resulting from deterioration in employee health, as well as maintain compliance with regulations that require medical surveillance. A large segment of Occu-Med’s business has become the performance and management of compliance for required annual testing including: OSHA Compliance, hearing conservation, HAZMAT, respiratory protection, and many other regulations.

Occu-Med would be pleased to begin providing the necessary medical tests associated with ongoing compliance of these many regulations. Further, information regarding this service can be discussed with the City should a specific need arise.

Communicable Diseases

Based on Occu-Med's job analysis, POST Guidelines, Cal/OSHA regulation §5193. Bloodborne Pathogens Occu-Med is able to tailor its Occu-VAX services to provide robust support to the City in helping to mitigate communicable diseases.

Occu-Med performs over 100,000 occupational health related immunizations annually, from annual flu shots to yellow fever prophylaxis. Occu-Med maintains an entire department dedicated to this ongoing endeavor, Occu-VAX. At the time of each referral for individuals requiring immunizations Occu-Med will request a copy of the applicant's vaccination record. Pursuant to the City's request an assessment will be made regarding whether or not the applicant has received the necessary immunizations including: MMR, Tetanus & TDAP, Hepatitis B, Varicella and the current influenza immunization. If it is determined that one or more immunizations are necessary, the immunizations will be made available (but not required) to the applicant at the time of the medical exam. If the applicant declines the immunizations Occu-Med will administer the necessary declination form.

Occu-VAX (when requested)

Occu-VAX is the scheduling and coordination, immunization record management and the on-going management of all immunizations for applicants and employees for jobs. This service includes an individualized evaluation of each applicant / employee to assess the appropriateness and necessity for administering the immunization outlined in the specific Occu-VAX Profile prior to and, when appropriate, during employment.

Scheduling and Coordination: Upon completion of the medical evaluation or concurrently by request from a designated City employee, Occu-Med will promptly contact applicants / employees to: a) assess the appropriateness and necessity for receiving immunizations and b) schedule and coordinate the administration of those immunizations deemed appropriate and necessary prior to and during employment.

Immunization Record Management: Applicants and employees will be given an immunization record (documentation of immunization history) upon completion of: a) initial administration of immunization[s]; or b) an assessment concluding that no immunizations are necessary. Immunization records for all applicants and employees evaluated will be maintained electronically by Occu-Med. In the event an applicant or employee declines an immunization Occu-Med will obtain the appropriate declination from the individual.

On-Going Immunization Management: All immunization recommended by NFPA, POST or the CDC will be managed by Occu-Med. This service includes tracking to assure compliance with the CDC, in addition to other applicable guidelines; notification of employees and designated supervisory personnel of all periodic follow-ups associated with immunization treatments; and, upon request, preparation and provision of customized tracking reports documenting any aspect of the immunization program.

Ready Resource

Occu-Med serves as a ready resource for medical (i.e. what level of hearing loss is acceptable for a Dispatcher), legal and personnel (i.e. what can we do when an employee mentions to his/her supervisor that he/she has been diagnosed with carpal tunnel syndrome) issues that may arise. We serve hundreds of public and private sector clients, and most issues that arise have been researched and answers are readily available. Also, after more than 39 years of experience in this very focused endeavor, our staff is extremely well qualified to advise on most issues in this arena.

Monthly Reporting

Occu-Med maintains a database of all exams that we review, Occu-Med will provide the City with a quarterly report documenting the results of our work, if requested. Clinic performance reports documenting accuracy and turnaround times for exams are also available to our clients upon request. Occu-Med will work with the City to establish what specific information the City wishes to receive in each report.

V. Proposed Fee Schedule/Explanation of Fees

QA² Fees are itemized as in EXHIBIT 5.

Should the City elect to include Occu-Med's Job Analysis service included in our proposal such analysis can be conducted for \$1000.00 per day of job analysis and can be accomplished in four (4) days (with an additional 3-4 days of back-office support to finalize the data). Actual out-of-pocket expenses will be billed as incurred.


QA² fees are those that the City would typically pay directly to the medical clinic, but without all the hassle of dealing with MEDICAL "BILLING" INVOICES. Occu-Med began its Clinic Bill Review service in 2006 as part of its service to ITT, a company charged with deploying employees to Iraq, Kuwait, Qatar and Afghanistan for various major federal projects in that region. We have evaluated more than 100,000 clinic invoices for pre-placement exams over this span of time and have been absolutely

appalled at our findings: a) more than 92% of these clinic invoices were initially submitted with inaccuracies (wrong charges for tests not performed, charges for unnecessary testing performed, duplicate billings); and b) much worse - is the fact that nearly all of the incorrect invoices were inaccurate in favor of the clinic.

Occu-Med requires the submission of an accurate invoice for payment—at which point we immediately submit payment to the clinic. We submit our invoice to the City as a single fee (as negotiated) for an exam— as the City’s request our invoice will also include a list of itemized charges, however, the charges will always add up to the pre-agreed negotiated fee. Clients have informed us that this “bill review” service alone has literally saved days of staff time. Another client, upon learning of this billing trend, audited the previous year’s invoices and was able to obtain a refund of more than \$3,000 for exams performed.

On the first day of each month, Occu-Med will submit an invoice to the City for the prior month’s medical services and examinations. Our invoices will be itemized by the date of service, name of person examined, type of physical performed, itemized charges for each type of physical (if applicable), a subtotal for each person examined, and a total of charges for the month being billed. Sample Below:

Invoice No. 0413111
 Invoice Date: 8/9/17



OCCU-MED
 STATEMENT FOR SERVICES
 RENDERED FOR:
 Attn: City of Plano

SERVICES PROVIDED (Completed Activity Through 8/31/17)

Order	Date of Service	Physical	Blood Chem	Vital Signs	Audiology	Neurology	Health F.A.Q	Urine	Immunization and Infections	TB Testing	OSHA Awareness	Hepatitis	Lead	EMG	ERG	Electro	Drug Screen	Invoice Amount
Smith, Joe	12/01/17	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$
Kelly, Randall	1/01/2017	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	\$
TOTAL DUE BY 10/01/17																		

For questions please contact:

BMG Senior
 1570 453-2800 x 117
 Please remit payment to

Chico-Aded, Ltd
 Federal Tax ID# 92-2331219
 2311 W. Redwood Ave
 Fresno, CA 93711

Our knowledge of the precise medical exam components that are of value for each specific job class (eliminating useless, improper and overly expensive medical tests), our ability to negotiate fair and reasonable charges from providers for medical exams, our national buying power for laboratory services (blood chemistry panels and urine drug screens), and our careful auditing of clinic and laboratory charges allow us to offer a vastly expanded array of services to our clients for fees typically charged by their medical provider for just the medical examination and laboratory charges. Occu-VAX fees are billed as incurred. If the City elects not to utilize this service no charges apply.

We hope you enjoyed reviewing our proposal and that you find Occu-Med's expanded service offerings as an additional value to the City of Costa Mesa. We look forward to hearing from you regarding how we may proceed.

Proposal Respectfully Submitted By:



Christopher St. George
Business Development Director
Occu-Med Ltd.

EXHIBIT 1

OCCU-MED JOB PROFILE

August 2003

JOB CLASS: Firefighter/Paramedic/Captain

EMPLOYER: City of Costa Mesa

Physical Ability	Rating	Most Demanding Essential Tasks	Environmental Factors
1. Stamina	6.3	Advance charged hose line; pull down ceilings; vent roof with ax	1. EXPOSURE TO SUN: 10% to 50% of work time spent outside a building and exposed to the sun.
2. Extent Flexibility	6.0	Rescue victim from confined space; vent roof from ladder	2. WORK ABOVE FLOOR LEVEL: Some work done from ladders, scaffolds, rigging, etc. more than 12 feet above the floor.
3. Dynamic Flexibility	5.8	Vent roof with ax; pull down ceilings; perform CPR	3. HIGH TEMP: Considerable work time in hard manual labor work in temperatures above 90 degrees.
4. Static Strength	6.5	Lift/carry/drag victims away from burning building	4. CONFINED OR CRAMPED BODY POSITIONS: Occasional work in confined or cramped positions less than 1/3 of the time.
5. Explosive Strength	5.5	Knock down doors to rescue victims	5. WETNESS: More than 10% of the work time involves getting part or all of the body and/or clothing wet.
6. Dynamic Strength	4.0	Climb ladders to fight fires	6. NOISE: Occasionally there are unusually loud sounds.
7. Trunk Strength	4.8	Lift gurneys; drag victims from fire	7. SLIPPERY SURFACES: Frequent work on unusually slippery surfaces.
8. Speed of Limb Movement	6.0	Drive fire engine during code 3 emergency	8. BURNS: Possibility of second degree burns or third degree burns.
9. Gross Body Coordination	5.5	Rescue victim from confined space; vent roof from ladder	9. INJURY POTENTIAL: Frequent possibility of bodily injury.
10. Gross Body Equilibrium	5.3	Walk on slippery roof while fighting fire	10. DUST: Works in or around areas with major amounts of dust present.
11. Arm-Hand Steadiness	4.0	Type on computer; use mouse	11. HAZARDOUS MATERIAL: Exposure is regular part of the job.
12. Manual Dexterity	4.0	Operate saws; use ax to vent roof	12. IRREGULAR OR EXTENDED WORK HOURS: Frequently required to change working hours or work overtime.
13. Finger Dexterity	4.8	Tie knots in ropes	
14. Near Vision	6.0	Read policies/codes/operations manual/maps	
15. Far Vision	5.0	Drive fire engine to location of fire	
16. Visual Color Discrimination	4.8	Detect color of smoke/flame/hazardous material	
17. Hearing	5.3	Detect faint voices at fire scene	
18. Mobility	5.5	Perform fire inspections	
19. Effort	6.3	Advance charged hose line; pull down ceilings; vent roof with ax	

RESPIRATOR USE
Required? SCBA



OCCU-MED

MEDICAL EXAM COMPONENT PROFILE

CREATED MAY 2012

EMPLOYER: CITY OF COSTA MESA

JOB CLASS: FIREFIGHTER/PARAMEDIC/CAPTAIN

THE FOLLOWING ARE THE RECOMMENDED ACTIVITIES AND TESTS, WHICH SHOULD BE COMPLETED FOR THIS JOB CLASS. THESE MEDICAL EVALUATION COMPONENTS ARE BASED ON MINIMUM REQUIREMENTS FOR A JOB-RELATED MEDICAL EVALUATION.

- Review Job Profile (physical abilities & environmental factors) as necessary, determine work location and areas of work specialization.
- Occu-Med History Questionnaire.
- Problem-oriented written history of personal and occupational health based on a brief interview to verify the Medical History Questionnaire (usually conducted by a nurse or paramedical staff and supplemented by physician comments).
- Authorization For Release of Information From Medical Record Form.
- General Physical Examination:
- a. Vital Signs: temperature, pulse, respiration, blood pressure, height, weight.
 - b. Physician's Examination: head, eyes, ears, nose and throat, neck, chest, heart, abdomen, extremities, back, neurological, vascular, lymphatic, and skin.
 - c. Range of Motion: back exam.
 - d. Sight screening - near, far, depth, color, and peripheral.
 - e. Physician's summary, including comments related to job requirements.
- Audiogram with OSHA Approved Sound Booth (500 – 8000Hz).
- PPD (TB) Skin Test.
- Chest X-Ray (PA & LAT) with Interpretation.
- Pulmonary Function Test with Interpretation.
- Treadmill Stress Test with Interpretation (Bruce Protocol – 12 METS; 85% Maximum Predicted Heart Rate).
- OSHA Respirator Questionnaire.
- Venipuncture (Use MEDTOX collection supplies provided by Occu-Med) includes the following:
- | Test Name | Test Code |
|--|-----------|
| a. Occu-Panel E | 12729 |
| b. Hepatitis B & C Virus Screen | 19130 |
- Urine Collection (Use MEDTOX collection supplies provided by Occu-Med) includes the following:
- | Test Name | Test Code |
|--|-----------|
| a. Urinalysis – Gross and Microscopic | 1705 |
| b. 5-Panel Non-DOT Urine Drug Screen | 88544 |

NOTE: PLEASE SUBMIT ALL COMPONENTS TO OCCU-MED IMMEDIATELY BY FAX TO 559-435-7200 UPON COMPLETION OF EXAM. EXAM RESULTS SHOULD THEN BE MAILED TO: OCCU-MED, 2121 W. BULLARD AVE., FRESNO, CA 93711.



Pre-Placement Medical Exam Requisition Form

Submit completed form to Occu-Med via email at Scheduling@occu-med.com
If you are unable to Email, please Fax to (800) 262-2863.

Occu-Med to Schedule Applicant

@ Clinic: _____

Date/Time Preference _____ Morning Afternoon

EMPLOYER INFO

EMPLOYER: _____

EMPLOYER REPRESENTATIVE: _____

PHONE: _____

EMAIL ADDRESS: _____

DEADLINE FOR RETURNING RESULTS: _____

APPLICANT INFO

APPLICANT: _____

JOB CLASS: _____

PRIMARY PHONE #: _____

ALTERNATE PHONE #: _____

EMAIL ADDRESS: _____

LOCATION (City, State): _____

DATE OF REQUEST: _____

Any questions regarding Exam Scheduling should be directed to Occu-Med's Exam Scheduling Department @ (559) 435-2800 x105.



OCCU-MED

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

APPLICANT INFORMATION		
APPLICANT'S NAME (Last, First, Middle)	SOCIAL SECURITY NUMBER	BIRTHDATE (MM/DD/YYYY)
	- -	/ /
MAILING ADDRESS	CITY	STATE / ZIP
		/
PHONE NUMBERS WHERE YOU CAN BE REACHED	EMAIL	
HOME: () - CELL: () -		

DISCLAIMER

A thorough evaluation of the information provided will permit an accurate assessment of an applicant's ability to safely perform the essential duties of the job. This statement is confidential. The information you provide will be maintained in a manner that appropriately protects its confidentiality.

I, THE UNDERSIGNED, DO HEREBY CONSENT TO UNDERGO A MEDICAL EXAMINATION, INCLUDING BLOOD SPECIMEN, X-RAYS, SKIN TESTS, AND OTHER EXAMINATIONS WHICH ARE NECESSARY TO DOCUMENT MY ABILITY TO SAFELY PERFORM THE ESSENTIAL DUTIES OF THE JOB THAT I AM CURRENTLY PERFORMING (PERIODIC EXAM) OR HAVE BEEN OFFERED CONTINGENT UPON PASSING THIS MEDICAL EXAMINATION (PRE-PLACEMENT EXAM). I CERTIFY THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AGREE AND UNDERSTAND THAT ANY MISSTATEMENT OF MATERIAL FACT HEREIN MAY CAUSE FORFEITURE OF ALL RIGHTS TO ANY EMPLOYMENT.

SIGNATURE IN FULL	DATE COMPLETED

MEDICAL HISTORY

1. Have you ever been medically examined for employment before? Yes No

1.1 If YES, complete the following:

EMPLOYER	JOB CLASS	DATE OF EXAM

2. Please list all prescription and non-prescription medication you regularly use (vitamins, birth control pills, laxatives, aspirins, antihistamines, tranquilizers and weight reducing aids):

3. Please list any prescription or non-prescription medications, not taken regularly, which you have taken in the last 2 months:

4. Please list any drugs or other substances (including: food, insect stings, etc.) that you are allergic to:

5. Have you had the following immunizations?

Y	N	?		Y	N	?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hepatitis A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Measles
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hepatitis B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mumps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Varicella (Chicken Pox)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rubella
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tetanus	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bacillus Calmette-Guérin

6. Have you ever had a positive reaction to a PPD (Tuberculosis) Skin Test? Yes No

7. Please list your last three (3) hospitalizations, beginning with the most recent (excluding routine childbirth):

REASON	HOSPITAL / CITY	DATE (MM/DD/YYYY)
		/ /
		/ /
		/ /



OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

Have you ever been exposed to any of the following (at home, work, or in any other setting) or do you have a problem with:

- 8. Prolonged loud noises
9. Substances which irritated your skin or eyes
10. Substances which caused breathing difficulties
11. Sprays or powders for insects or plants
12. Prolonged X-Rays or other radiation
13. Dusty conditions (sandblasting, drilling, etc.)

- 14. Have you ever had a bad reaction to high environmental temperatures?
15. Have you ever had a bad reaction to low environmental temperatures?
16. Have you been rejected by the military for health reasons?
17. Were you ever in the Armed Services?
18. If you were in the Armed Services, did you ever receive a Medical Discharge?

Have you ever had the following?

- 19. Injury of any kind (list any restrictions / limitations on page 4)
20. Limiting injury of any kind (list all restrictions / limitations on page 4)
21. Any claims submitted, pending or awarded for the above
22. Are you now receiving, or have you applied for, any VA, Federal, State or Medical Disability payments?

* NOTE: Information relative to Workers' Compensation claims may not be used by an employer in making an employment decision. Your responses to questions 19 - 22 will be used by the medical evaluator in determining your current health status only.

Have you ever had, now have or believe you may have any of the following?

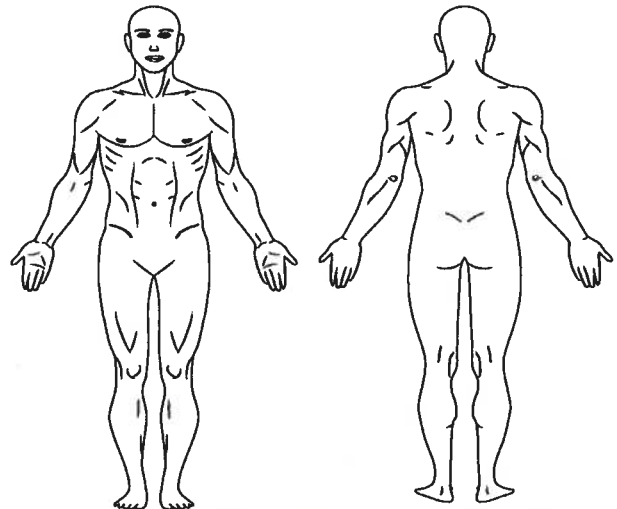
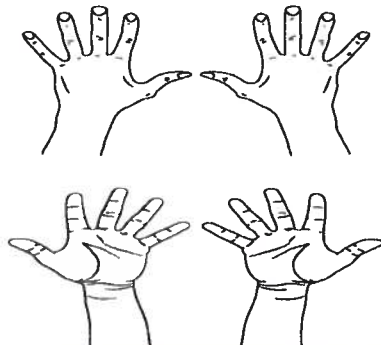
- 23. Tuberculosis
24. Pneumonia
25. Bronchitis
26. Emphysema
27. Asthma
28. Pneumothorax
29. High Blood Pressure
30. Heart Murmur, Heart Disease
31. Stroke
32. Hiatal or Diaphragmatic Hernia
33. Esophageal Reflux
34. Rheumatic Fever
35. Encephalitis, Meningitis
36. Epilepsy, Convulsions
37. Glaucoma
38. Duodenal or Stomach Ulcer
39. Gall Bladder Trouble
40. Liver Trouble or Hepatitis
41. Sleep Apnea
42. Anemia
43. Diabetes
44. Kidney Disease
45. Kidney Stones
46. Rheumatism, Arthritis, Gout
47. Varicose Veins
48. Phlebitis
49. Hay Fever
50. Typhoid Fever
51. Sore Throats Chronically
52. Hernia
53. Valley Fever (Coccidioidomycosis)
54. Histoplasmosis
55. Cancer
56. Disease of the Immune System
57. Hyperthyroidism
58. Hypothyroidism
59. Allergic Rhinitis
60. Psychological Problems (e.g. PTSD, ADHD)
61. Scarlet Fever
62. Decompression Sickness or Air Embolism
63. Trouble with your Thyroid Gland
64. Skin Rash, Burning, Itching or Infection
65. Skin Cancer(s)
66. Bleeding Gums or Nose in the Past Year
67. Sinus Trouble
68. Perforated Ear Drum
69. Colds more than twice a year
70. Loss of Consciousness
71. Shortness of Breath
72. Chest Pains
73. Frequent Headaches
74. Dizziness, Vertigo or Motion Sickness
75. Problems with Eyes / Vision
76. Back or Joint Surgery
77. Back or Joint Pain (Frequent Occasional)
78. Back Injury
79. Cervical Neck Injury or Problem
80. Knee Surgery
81. Upper Extremity Injury or Problem
82. Lower Extremity Injury or Problem
83. Other (explain):

- 84. Have you gained or lost more than 10 pounds in the past 2 years without trying to do so?
85. Have you had any changes in your appetite in the past 6 months?
86. Have you noticed unusual fatigue or weakness recently?
87. Have you had a change in the size or color of a mole (dark growth) or wart in the past year?
88. Do you have a skin rash, burning, itching or other skin sensitivity?
89. Have you ever coughed up blood or have / had a chronic cough?

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

Have you ever had the following?

- | | Y | N | |
|------|--------------------------|--------------------------|---|
| 90. | <input type="checkbox"/> | <input type="checkbox"/> | Do you smoke or use other forms of tobacco? If YES: _____ packs per day; _____ per day |
| 91. | <input type="checkbox"/> | <input type="checkbox"/> | Do you drink alcohol? If YES: _____ drinks per day |
| 92. | <input type="checkbox"/> | <input type="checkbox"/> | Have you, or are you currently, being treated for alcoholism? If YES, date of treatment: _____ |
| 93. | <input type="checkbox"/> | <input type="checkbox"/> | Do you engage in potentially hazardous recreational activities (e.g. Weightlifting, Sky Diving, Scuba Diving, etc.)? |
| | Y | N | |
| 94. | <input type="checkbox"/> | <input type="checkbox"/> | Have you had, or do you currently have, any FEMALE disorders? |
| 95. | <input type="checkbox"/> | <input type="checkbox"/> | Do you have any reason to believe you are pregnant? Date of last menstrual period: _____ |
| 96. | <input type="checkbox"/> | <input type="checkbox"/> | Have you had, or do you currently have, any MALE disorders? |
| | Y | N | |
| 97. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had, or do you currently have, repeated feelings of numbness, tingling, "pins and needles" sensations or loss of sensation in one or both hands? If YES, date: _____ |
| 98. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had, or do you currently have, repeated feelings of soreness or pain in either forearm or elbow? |
| 99. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had, or do you currently have, repeated feelings of pain, discomfort, burning or tingling in your shoulders?
If YES, <input type="checkbox"/> Left <input type="checkbox"/> Right Date: _____ |
| 100. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had, or do you currently have, knee pain, popping or locking?
If YES, <input type="checkbox"/> Left <input type="checkbox"/> Right Date: _____ |
| | | | What time does your discomfort regularly occur? <input type="checkbox"/> Mornings <input type="checkbox"/> Afternoons <input type="checkbox"/> Evenings <input type="checkbox"/> Night |
| 101. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had, or do you currently have, foot pain?
If YES, <input type="checkbox"/> Left <input type="checkbox"/> Right Date: _____ |
| 102. | <input type="checkbox"/> | <input type="checkbox"/> | Have any of the above symptoms (numbness, tingling, soreness or pain) ever caused you to be awakened while sleeping? |
| 103. | <input type="checkbox"/> | <input type="checkbox"/> | Does/did discomfort in your wrists, arm, or shoulder interfere with your daily activities (eating, writing, sports, etc.)? |
| 104. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever received, or do you currently receive, medical treatment for this pain and/or discomfort? |
| 105. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever received, or do you currently receive, medical help for any of the following:
<u>Condition</u> <u>Date of Surgery, if performed</u>
<input type="checkbox"/> Carpal tunnel syndrome
<input type="checkbox"/> Ganglionic cyst
<input type="checkbox"/> Tendonitis
<input type="checkbox"/> Bursitis
<input type="checkbox"/> Arthritis |
| 106. | <input type="checkbox"/> | <input type="checkbox"/> | If you are presently employed, does your job require arm, hand or finger actions to be repeated many times each hour and work shift? |
| 107. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever had an auto accident?
If YES, Date: _____ |
| 108. | <input type="checkbox"/> | <input type="checkbox"/> | Do you currently wear corrective lenses?
If YES, <input type="checkbox"/> Glasses <input type="checkbox"/> Soft Contacts
<input type="checkbox"/> Reading Glasses Only <input type="checkbox"/> Hard Contacts |
| 109. | <input type="checkbox"/> | <input type="checkbox"/> | Are you presently experiencing any pain or discomfort?
If YES, please mark the affected areas on the body diagram: |



Peace Officer and P.O.S.T. compliant job classes:

- | | Y | N | |
|------|--------------------------|--------------------------|--|
| 110. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever failed a pre-placement medical or psychological examination? |
| 111. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever been terminated or resigned from employment, or had to change positions, due to a physical, psychological or medically related reason? |
| 112. | <input type="checkbox"/> | <input type="checkbox"/> | Has your driver's license ever been suspended or revoked due to medical reasons? |
| 113. | <input type="checkbox"/> | <input type="checkbox"/> | Have you ever taken medication to prevent wheezing or shortness of breath during exercise? |
| 114. | <input type="checkbox"/> | <input type="checkbox"/> | Are you currently under a health care provider's care for any medical condition? |

Name: _____

OCCU-MED MEDICAL HISTORY QUESTIONNAIRE

ACKNOWLEDGMENT

I understand that any incomplete, misleading or missing information (provided or omitted from this page) relevant to my safe performance of the essential duties of the job that I have been offered could result in a rescission of the conditional offer of employment or, if discovered after placement, could result in a reconsideration of my placement into this job class.

SIGNATURE IN FULL	DATE COMPLETED

A. Reason for Medications Taken

MEDICATION	MEDICAL CONDITION TREATED	SIDE EFFECTS EXPERIENCED	DATE STARTED	DATE ENDED	FREQUENCY TAKEN

B. Reason for Hospitalizations

MEDICAL CONDITION	TREATMENT	RECOVERY OR PROGNOSIS	DATE

C. Explain All YES Responses (Questions 8 – 114)

QUESTION NUMBER	RESPONSE

EXHIBIT 5

City of Costa Mesa Job Class Pricing through Occu-Med 9-10-20				
	ProCare*	Elevated Health	Gateway Occupational Health	Xpress Urgent Care
Animal Control Officer	\$ 145.00	\$ 175.50	\$ 182.50	\$ 130.50
Central Services Supervisor	\$ 113.00	\$ 95.50	\$ 112.50	\$ 75.50
Chief Electrical Inspector	\$ 124.00	\$ 120.50	\$ 147.50	\$ 105.50
Code Enforcement Officer	\$ 118.00	\$ 115.50	\$ 142.50	\$ 100.50
Combination Inspector	\$ 124.00	\$ 120.50	\$ 147.50	\$ 105.50
Communications Installer	\$ 118.00	\$ 115.50	\$ 142.50	\$ 100.50
Communications Officer	\$ 75.00	\$ 50.00	\$ 70.00	\$ 45.00
Community Service Specialist	\$ 129.00	\$ 140.50	\$ 172.50	\$ 123.50
Construction Inspector/Chief	\$ 124.00	\$ 120.50	\$ 147.50	\$ 105.50
Custody Officer	\$ 495.00	\$ 535.00	\$ 557.00	\$ 428.00
Electronics Technician	\$ 118.00	\$ 115.50	\$ 142.50	\$ 100.50
Engineering Technician/Associate Engineer	\$ 118.00	\$ 115.50	\$ 142.50	\$ 100.50
Equipment Mechanic/Lead (DOT)	\$ 190.00	\$ 221.50	\$ 225.50	\$ 166.50
Equipment Mechanic/Lead (NON-DOT)	\$ 190.00	\$ 221.50	\$ 225.50	\$ 166.50
Facilities Maintenance Worker	\$ 140.00	\$ 170.50	\$ 177.50	\$ 125.50
Fire Protection Analyst/Specialist	\$ 124.00	\$ 120.50	\$ 142.50	\$ 98.50
Firefighter Administration Intern	\$ 124.00	\$ 165.50	\$ 167.50	\$ 113.50
Firefighter/Paramedic/Captain	\$ 575.00	\$ 606.00	\$ 620.00	\$ 479.00
General Aide II	\$ 179.00	\$ 171.50	\$ 195.50	\$ 146.50
Maintenance Worker/Senior/Lead (DOT)	\$ 190.00	\$ 221.50	\$ 225.50	\$ 166.50
Maintenance Worker/Senior/Lead (NON-DOT)	\$ 190.00	\$ 221.50	\$ 225.50	\$ 166.50
Messenger	\$ 78.00	\$ 70.00	\$ 100.00	\$ 70.00
Network Administrator	\$ 75.00	\$ 50.00	\$ 70.00	\$ 45.00
Offset Press Operator	\$ 78.00	\$ 70.00	\$ 100.00	\$ 70.00
Police Officer	\$ 565.00	\$ 591.00	\$ 610.00	\$ 474.00
Property/Evidence Specialist/Supervisor	\$ 113.00	\$ 95.50	\$ 112.50	\$ 75.50
Purchasing/Storekeeper	\$ 113.00	\$ 95.50	\$ 112.50	\$ 75.50
Range Master	\$ 124.00	\$ 120.50	\$ 147.50	\$ 105.50
Recreation Coordinator	\$ 78.00	\$ 70.00	\$ 95.00	\$ 63.00
Sedentary (Non-Driving)	\$ 75.00	\$ 95.50	\$ 112.50	\$ 75.50
Sedentary (Non-Driving) (PPD)	\$ 80.00	\$ 115.50	\$ 137.50	\$ 93.50
Sedentary (Driving)	\$ 113.00	\$ 95.50	\$ 112.50	\$ 75.50
Sedentary (Driving) (PPD)	\$ 118.00	\$ 115.50	\$ 137.50	\$ 93.50
Video Production Coordinator/Aide	\$ 113.00	\$ 95.50	\$ 112.50	\$ 75.50
Water Safety Instructor/Lifeguard	\$ 134.00	\$ 190.50	\$ 202.50	\$ 143.50

***Procare's fees are contingent upon Occu-Med securing the same terms as the City's existing Agreement.**

QA2 Fee (Monthly): \$1,000.00 (Required Services \$500.00 , Optional Services \$500.00)

EXHIBIT B

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.