

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
RFP EMPLOYEE MEDICAL EXAMS
BID NO. 13-197
FIRST RENEWAL**

RECEIVED

OCT 22 2014

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between Company Care, 5000 N. 26th Street, Suite 200, Lincoln, NE 68521 (hereinafter "Contractor") and Lancaster County and The City of Lincoln (hereinafter "Owners"), for the purpose of renewing the Contract C-13-0549, dated November 5, 2013, and E.O. 86566, dated October 21, 2013, (the "Contract"), for the RFP for Employee Medical Exams, Bid No. 13-197, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is November 5, 2013 through November 4, 2014, with the option to renew for **three (3)** additional one (1) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning November 5, 2014 through November 4, 2015; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$19,500.00 without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$40,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0549 and City E.O. 86566, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for an additional one (1) year term beginning November 5, 2014 through November 4, 2015; and
- 2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$19,500.00 without prior approval of the Lancaster County Board of Commissioners.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$40,000.00 without prior approval by the City of Lincoln.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of
Lancaster County, Nebraska

City of Lincoln, Nebraska

Executed this 28 day of October, 2014

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Executed this 20th day of Oct., 2014

[Signature]
 Chris Beutler, Mayor

[Signature]
 for Lancaster County Attorney

Supplier, please fill out the following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	The Physicians Network wba Company Clark
By: (Please Print)	R. Kent Beckweg MD
By: (Please Sign)	<u>[Signature]</u>
Title: (Please Print)	President
Company Address: (Please Print)	5000 N. 26th St Ste 200 Lincoln NE 68521
Company Phone & Fax: (Please Print)	402-475-6656
E-Mail Address: (Please Print)	jbartels@ste2.org
Date: (Please Print)	9-25-14
Contact Person for: "Orders or Service" (Please Print)	Jann Bartels
Phone Number:	402-475-6656

C-13-0849
OCT 8 2013

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**RFP Employee Medical Exams
Bid No. 13-197**

**Company Care
5000 N. 26th Street, Suite 200
Lincoln, NE 68521
(402)475-6656**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 5 day of November 2010, by and between Company Care, 5000 N. 26th Street, Suite 200, Lincoln, NE 68521, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing RFP Employee Medical Exams, Bid No. 13-197 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$15,750.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$92,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term, with option for three (3) additional one (1) year terms.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

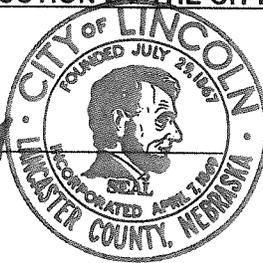
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

 City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler

 Chris Beutler, Mayor

Approved by Executive No. 86566

Dated 10-21-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Dallan Behrens

 Lancaster County Attorney

The Board of County Commissioners of
 Lancaster, Nebraska

Bob Schorr

Scott Smayer

Harry Rudolph

James G. Gable

Norma K. Lewis

Dated 11/8/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

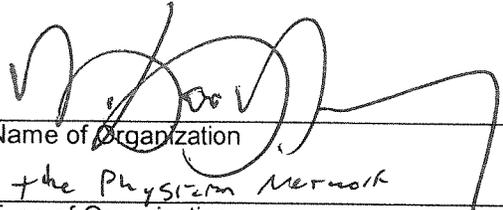
Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:



Name of Organization

the Physician Network

Type of Organization

2000 Q ST., Ste. 500, Lincoln, NE 68510

(Address)

By: R. Kent Reckewey, M.D. - President
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	13-197 Addendum 1	Department	Purchasing	Department
Title	Employee Medical Exams	Building		Building
Bid Type	RFP		Suite 200	Floor/Room
Issue Date	06/05/2013	Floor/Room		Telephone
Close Date	7/17/2013 12:00:00 PM CT	Telephone	(402) 441-7428	Fax
Need by Date		Fax	(402) 441-6513	Email
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company	Company Care
Address	5000 N 26th Street, Suite 200 Lincoln, NE 68521
Contact	Joanne Bartels
Department	
Building	
Floor/Room	
Telephone	1 (402) 475-6656
Fax	1 (402) 742-8419
Email	Jbartels@stesz.org
Submitted	7/16/2013 2:24:56 PM CT
Total	\$0.00

Signature _____

Supplier Notes

Received Addendum and emailed for clarification to Sharon Mulder. Was told that Company Care already provides the services in the Addendum and to disregard.

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent Seven (7) copies of my proposal as requested in the Specifications.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Joanne Bartels
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Per Proposal
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 13-197 for Employee Medical Exams for the City of Lincoln is available. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

**PROPOSAL FOR
EMPLOYEE MEDICAL EXAMS
RFP SPECIFICATION NO. 13-197**

**SHARON MULDER
ASSISTANT PURCHASING AGENT
CITY OF LINCOLN
440 SOUTH 8TH STREET, SUITE 200
LINCOLN, NE 68508**

**FROM:
Company Care
5000 N. 26th Suite 200
Lincoln, NE 68521
(402) 475-6656**

Company Care

"Your Work Injury Experts"
July 12, 2013

Sharon Mulder
Assistant Purchasing Agent
City of Lincoln
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Re: Proposal for Employee Medical Exams
RFP Specification No. 13-197

Dear Ms. Mulder,

Enclosed, please find Company Care's Proposal for Employee Medical Exams submitted in response to RFP Specification No. 13-197.

We are eager to continue providing employee medical exams for the City of Lincoln for an additional four years! We highly value the relationship we have developed with the City under our current contract. We believe, as Lincoln's only hospital-based occupational health program, we can continue to provide the City with the only comprehensive health system that is focused entirely on the needs of business and industry in the Lincoln area. Our goal is to bring all of the strengths and assets of the Saint Elizabeth Health System which is now part of Catholic Health Initiatives to the City and its employees. As in the past, we will continue to focus on early detection, disease prevention, employee education and encouraging lifestyle changes to keep City employees productive and on-the-job.

As you will see in this proposal and from our current contractual relationship with the City, we are committed to providing consistent and comprehensive medical evaluations for the City of Lincoln's employees.

Our current contract with the City of Lincoln for worker's compensation injury care includes a discount for occupational health services if utilization exceeds a set amount. We look forward to helping the City achieve these discounts by using Company Care for employee medical exams.

Thank you for your consideration of our proposal. We look forward to continuing our partnership together.

Sincerely,

Lisa Haas
Director of Occupational Medicine
Company Care

Joanne Barfels
Corporate Health Account Exec
Company Care

5800 N. 25th Street, Suite 200, Lincoln, NE 68521
Phone 402.475.6656 Fax 402.742.8419
www.companycareonline.com

5.1 EXECUTIVE SUMMARY

5.1.1 Company Care (Company Care) is submitting this proposal to the City of Lincoln in response to the City's Request for Proposals Specification No. 13-197, for qualified medical practitioners to provide annual Employee Medical Exams. Company Care is proposing to provide occupational medicine services to the City of Lincoln for its employees.

Company Care, part of the The Physician Network and Catholic Health Initiatives, has been serving Lincoln area businesses since 1990, providing medical exams for a variety of businesses in both the public and private sector. Currently we provide occupational health services to approximately 500 companies. (See references in section 5.2.3.3 of this proposal response). Company Care currently provides employee medical exams for the City of Lincoln's fire fighters, police officers, and Star Tran employees and has done so for the past ten years. In addition, we have worked closely with the Urban Search And Rescue team to provide the necessary testing (on and off site) required by FEMA.

Except as otherwise stated in this proposal, Company Care will provide all components of the Medical Exam at our 5000 N. 26th Street Suite 200 location, Monday through Friday, between 7:00 a.m. - 5:00 p.m. Same day service can be rendered as needed. Employees can usually be seen within 24-48 hours of calling to schedule this exam. Services for special testing needs at a worksite can be made available upon request. Company Care has seven exam rooms, three drug testing stations, x-ray and lab. Additionally, an audio booth is provided for OSHA regulated hearing screens, two titmus vision screeners, two pulmonary function testing machines and an EKG machine.

Company Care can transmit medical records via fax, email or mail and stores occupational medical exam records for 30 years (see the attached policy "Medical Records: Storage and Purging" regarding release of information and record retention in section 8).

Employees and their designated physician (if requested) will be provided with a summary report of the Medical Exam. If any employee is deemed unfit to perform their assigned duties due to a medical condition, the designated City contact will be notified immediately. Confidentiality of medical information we create or receive is our highest priority.

Company Care intends to protect the confidentiality of City employees' medical information and to abide by all applicable statutes, rules, regulations and requirements of law and medical ethics in this regard.

Company Care's staff consists of an occupational health physician and a physician assistant. Dr. David Durand, the Medical Director of Company Care, is board certified in occupational medicine and specializes in work-related musculoskeletal injuries. He is also a certified Independent Medical Examiner and a Medical Review Officer. He has a strong occupational medicine and business background and holds both a Master in Public Health (MPH) and Master in Business Administration (MBA).

Penni Jackson, PA, has several years of occupational medicine experience with additional experience working in the emergency room at Saint Elizabeth Regional Medical Center and with the Nebraska Heart Hospital. She has been with the Company Care team since 2012.

Dr. Durand and Ms. Jackson have experience with musculoskeletal injury treatment and back safety education, which will be included as a component of the medical exams to be provided. Their curriculum vitae are included as attachments to this proposal response.

Other team members include: Certified Occupational Health Nurses, Licensed Practical Nurses, Board Certified Ergonomist, Limited Radiology Technicians, Audiology Technicians, Certified Breath Alcohol Technicians, Certified Saliva Test Technicians, Certified Drug Screen Collection Technicians, Spirometry Technicians, Physical and Occupational Therapists, Corporate Account Executive, and Occupational Health Clinic Staff.

We have provided employee medical examinations in the past for fire, police and transit and are aware of each City division's unique needs. If no changes in protocol for the medical examinations are desired, we are ready to move forward immediately in providing the services required upon acceptance of our proposal.

We anticipate that communication for employees should be fairly limited since many, if not most of the City's employees have been participating in these physicals for the past six years at Company Care and are or should be familiar with our clinic location. For further details regarding our anticipated communications for City employees, please see 5.2.1 Scope of Work, 2.1.2 Communication Plan.

For a detailed listing of the cost of exams and related fees see Part IV, 5.2.4.1.

5.2.1 Part 1: Concept and Solution (Scope of Work)

2.1.1.1 Company Care has worked with many of the City of Lincoln's representatives over the past ten years. During that time, we have established a good understanding of the health exposures facing various public sector employees, including firefighters, Urban Search And Rescue members, clandestine lab members, police officers, and transit workers. Our medical team has specialized in the area of identifying exposures, injury risks and providing medical care and treatment to increase the overall health of the City's workforce. Company Care is very familiar with DOT and NFPA 1582 medical requirements, so that our employee medical examinations will facilitate compliance with all applicable regulatory guidelines.

Our physician and physician's assistant are available to provide consultative services to ensure conformity of medical exams to regulatory guidelines. They are prepared to make the necessary phone calls and professional contacts that may be needed to obtain initial information in this regard as well.

2.1.1.2 **Communication Plan:** Company Care is willing to develop a communication plan to whatever scope or intensity the City feels is necessary or desirable under the circumstances. Company Care has worked hard over the past ten years to make sure we are meeting the needs of each City representative and the City's employees.

Employees are given a customer satisfaction survey after each visit to ensure we are meeting their needs. Completed customer satisfaction surveys are reviewed by the Medical Director and Program Manager weekly. Annual surveys are sent to each City Contact (Fire, Police, Star Tran, and Work Comp) for their valued input. Additionally, for the past two years we have provided the Fire Department with aggregate reporting based on the outcome of their surveys. See attached report in section 8.

Additionally, Company Care has dedicated a corporate account executive, Joanne Bartels, who has been with Company Care for the past 7 years to meet with the City representatives frequently to discuss their satisfaction with the program and to ensure we are meeting their goals and objectives.

2.1.1.3 Qualifications

Company Care is prepared to offer medical exams to an estimated 250-350 City employees annually, including firefighters, police, and transit workers.

Company Care's Medical Director, Dr. David Durand, is a board certified occupational medicine physician, which is a recommendation by the NFPA 1582-22, section D-2.

Company Care's team of providers brings professional expertise in:

- Back safety and overall injury prevention;
- Identifying exposure and injury risks;
- Medical care and treatment to increase the overall health of any employer's workforce;
- Identifying examination needs for individuals performing specific job functions
- Awareness and understanding of the DOT and NFPA 1582 requirements; and
- Past experience in providing these medical examinations.
- Have established a six year healthcare relationship with individual city employees; each year developing a more concise healthcare plan.

The Occupational Health staff at Company Care has been providing services to business and industry since 1990. We are dedicated to providing the highest quality of care for our clients. Our professionalism and personalized service distinguishes us from others in the occupational health field.

- Our nurses are active in the Nebraska and American Association of Occupational Health Nurses.
- We currently have Certified Occupational Health Nurses (C.O.H.N.) on our staff. Criteria for certification includes knowledge of toxicology, expertise in treating chemical exposures, competence in physical assessment, understanding of ergonomics and knowledge of OSHA regulations.
- We have six (6) Certified Breath Alcohol Technicians trained in the use of the Breath Alcohol Intoxilizer, which supports the Federal Department of Transportation regulations regarding breath alcohol testing.

2.1.1.4 Resumes – See Section 7

2.1.1.5 Location of Facilities

Except as otherwise stated in this proposal, physicals will be performed at our 5000 N. 26th, Suite 200, Monday through Friday between the hours of 7:00 a.m. - 5:00 p.m. Appointments will be scheduled in advance.

5.2.2 Part II: The Program (The Technical Plan)

5.2.2.1 Listed below are the medical exam components specifically outlined by time allotment. This list illustrates what the City and City employees might expect when scheduling an appointment with Company Care for the medical exam.

5.2.2.1.1 Time Allotment for Medical Examinations

Scheduling:

- Employees can usually be seen within 24-48 hours of scheduling an appointment. Same day service is available if necessary.

Physical:

Nursing component to include:

30-50 minutes

- Blood pressure
- Vital signs
- Height and weight
- Vision testing
- Hearing
- Urinalysis
- Electrocardiogram (EKG)
- Pulmonary Function Testing (PFT)
- Chest x-ray
- Lab draws (chemistry, lipid, thyroid, hematology profiles)

Physician/Physician Assistant exam

30 minutes

TOTAL PHYSICAL EXAM TIME: 60-90 minutes

Reporting:

- Full report with lab results can be expected within five working days following the medical exam.
- If requested by the employee, the employee's designated physician will be provided with a summary report.
- The designated City contact will be notified immediately if the employee is deemed unfit to perform their assigned duties.

The Annual Exam Calendar

Under the current contract, Company Care has developed a plan with each City representative from fire, police and transit to fulfill the needs and scheduling guidelines for each City division receiving services from us. A sample calendar of activities is set out below.

A potential timetable may include:

Jan-June	annual fire fighter exams
Year Round	annual CLAN/SWAT
Year Round	pre-employment all departments
	annual elective exams for all police
	Star Tran employees

Sample 12-month Calendar of Activities (Revised as Needed)

First Month

- Meet with City contact to review goals, objectives and communication of results and compare to past years. We have worked with the Fire Chief and personnel to efficiently schedule the annual exams for the firefighters which has resulted in as little time out of service as possible.
- If there are no changes to a specific City division's goals, Company Care will set up an account for the City division if one has not already been established, and will then begin providing services immediately. Company Care is familiar with most, if not all of the City contacts involved that may require services under the proposal. For those City contacts served under the current contract, individual procedures for those divisions are now in place, subject to re-verification of their procedures as explained above.
- Company Care will be prepared to begin scheduling City employees upon awarding of the contract.
- Many, if not most, City employees are or should be familiar with our location and have been to our facility in the past. Maps of our location are available upon request.

Second –Twelfth Month

- Semi-annual meetings can be scheduled with City contacts or as needed to discuss and monitor customer satisfaction.
- Physicals continue to be scheduled and performed.
- Ongoing medical exams and medical reporting.

Medical Exam Elements

Except as otherwise stated in this proposal, physicals will be performed at our 5000 N. 26th, Suite 200, Monday through Friday between the hours of 7:00 a.m. - 5:00 p.m. Appointments will be scheduled in advance.

Company Care is prepared to offer 250-350 annual Medical Exams for firefighters, police, transit and/or other employees and other services as requested by the City.

Firefighter/Police/Transit/Other Employee Medical Exam may include:

- Physician/Physician Assistant exam to include:
 - In-depth medical and occupational history
 - Blood pressure/pulse resting
 - Blood pressure/pulse after activity
 - Vital signs including temperature, respirations
 - Height and weight
 - Vision testing (includes near, far, color and peripheral)
 - Urinalysis (UA)
- Audiogram
- Electrocardiogram (EKG)
- Pulmonary Function Testing (PFT)
- Chemistry profile
- Lipid profile
- Thyroid profile
- Hematology profile

The following additional medical exam elements may be ordered as needed at the discretion of the City or medical practitioner. These include, but are not limited to:

- DOT physical
- Hazmat, respirator, asbestos, lead and painters physicals
- Fit for duty evaluations
- DOT/Non-DOT drug testing
- RBC cholinesterase for pesticide exposures
- Zinc protoporphyrin
- Heavy metal panel (lead, arsenic, mercury)
- Bloodborne pathogen exposure testing
- Body composition testing
- Chest x-ray
- TB
- Cardiac treadmill or other cardiac work-up as indicated (available at Saint Elizabeth Regional Medical Center)
- Post offer/pre-confirmation/fit for duty back screens
- Ergonomic assessments
- Job site evaluations

Immunizations are available on request including, but not limited to:

- Hepatitis B (series of three).
- TDAP.
- Influenza.

Reporting and Records

- Employee will receive a summary letter via the mail as soon as medical exam results are reviewed. Results will be reviewed within 5 working days of the examination.
- The employee's designated physician can receive a report if desired by the employee.
- If any employee is deemed unfit to perform their assigned duties due to a medical condition in light of the medical exam, their job description and any regulatory requirements for their position, the designated City contact will be notified immediately.
- Employer Representatives will receive a report on all physicals performed at the clinic.
- USAR representatives currently receive via email, the entire patient chart to help them maintain the most current records in the event of deployment.
- Strict confidentiality is our highest priority and will be maintained at all times.
- Company Care currently has the past ten years of the City's employee medical records at our location. We will maintain these medical records at our location until the contract for service ends or is transferred to a new vendor.
- Medical records are maintained for services provided in a manner to ensure confidentiality. Access to or disclosure of records is based upon Company Care receiving an appropriate signed consent or disclosure authorization from the employee or as otherwise permitted by applicable law, including the Nebraska Workers' Compensation law. Reports are provided in hard copy on a timely basis to involved parties in the treatment plan or case management.

We will communicate to the city officials on a timely basis regarding physical examination results. We have a clear understanding of the various physical exams and the reporting necessary.

5.2.3 Part III: Experience

- 5.2.3.1** Company Care's Medical Director, Dr. David Durand, is a board certified occupational medicine physician, which is a recommendation by the NFPA 1582-22, section D-2.

Company Care's team of providers brings professional expertise in:

- Back safety and overall injury prevention;
- Identifying exposure and injury risks;
- Medical care and treatment to increase the overall health of any employer's workforce;
- Identifying examination needs for individuals performing specific job functions
- Awareness and understanding of the DOT and NFPA 1582 requirements; and
- Past experience in providing these medical examinations.
- Have established a six year healthcare relationship with individual city employees; each year developing a more concise healthcare plan.

The Occupational Health staff at Company Care has been providing services to business and industry since 1990. We are dedicated to providing the highest quality of care for our clients. Our professionalism and personalized service distinguishes us from others in the occupational health field.

- Our nurses are active in the Nebraska and American Association of Occupational Health Nurses.
- We currently have Certified Occupational Health Nurses (C.O.H.N.) on our staff. Criteria for certification includes knowledge of toxicology, expertise in treating chemical exposures, competence in physical assessment, understanding of ergonomics and knowledge of OSHA regulations.
- We have six (6) Certified Breath Alcohol Technicians trained in the use of the Breath Alcohol Intoxilizer, which supports the Federal Department of Transportation regulations regarding breath alcohol testing.

- 5.2.3.2** We are currently providing services for the following public sector employers:

- Saint Elizabeth Regional Medical Center/CHI Nebraska
- Lincoln Electric System
- City of Lincoln
- University of Nebraska
- Duncan Aviation

Client References

The clients listed below are currently utilizing our services. All references are accurate and current. – See letters of reference in Section 8.

City of Lincoln

Bill Kostner, Risk Manager

555 S. 10th Room 302

Lincoln, NE 68508

441-7671

Employees – 1000+

Injury treatment, fit for duty exams, respirator exams and on-site wellness presentations

Service time: 2001-present

City of Lincoln – Firefighters

Chief John Huff

1801 Q St.

Lincoln, NE 68508

441-7315

Employees – 200+

DOT physicals, annual physicals, fit for duty exams, drug screens, and immunizations

Service time: 2003-present

CHI Nebraska- Employee Health (Lincoln, Kearney, Nebraska City, Grand Island)

Greg Gillespie - VP of Human Resources –CHI Nebraska

6940 O Street

Lincoln, NE 68510

325-4600

Employees – 3500+

Post-hire screens, blood borne pathogen exposure, injury treatment, drug screening, on site employee health

Service time: 2004-present

Lincoln Electric System

Deb Hoy, HR

PO Box 80869

Lincoln, NE 68501

473-3219

Employees – 425+

Post offer employment screens, nurse screens, back screens, drug screens, injury treatment, and hazmat physicals

Service time: 1998-present

Nebraska Air National Guard –Firefighters

Jeff Horne

2420 W. Butler

Lincoln, NE 68524

309-1524

Employees – 18 (firefighters)

Firefighter physical to include: hazmat physical, EKG, PFT, audiogram, vision screen, chest x-ray, lab work, and immunizations

Service time: 2001-present

Duncan Aviation

Leon Holloway

PO Box 81887

Lincoln, NE 68501

479-1545

Employees – 1500+

Post offer, random and DOT drug testing and work comp injury care

Service time: January 2006-present

- 5.2.3.3** Company Care is able to provide flexible services to City departments. Specific medical exam components, as-needed services and fees are listed separately for your convenience in Part IV, 5.2.4.1.

5.2.4.2 Plan of Compensation

The City of Lincoln will be billed monthly, net 30 days.

- 5.2.4.4** Evaluation and treatment for work injury, illness or blood borne pathogen exposure will be discounted per (current City of Lincoln contract). See attached exhibit in section 8.

Additional Medical Records Fee:

An additional cost of \$.30/page + postage + tax may be assessed depending on request.

5.2.4.5 Knowledge of NFPA 1582 Medical Requirements

Company Care's staff is well prepared to provide medical exams for all City employees that require regulatory compliance. All medical exams will meet or exceed the stated requirements for OSHA, the DOT and NFPA 1582.

Company Care can provide other services and screenings for City employees. Information about such additional services and screenings are available upon request.

Company Care

"Your Work Injury Experts"

5.2.4 Part IV: Cost Proposal

5.2.4.1 Exam Elements and Fees

Firefighter/Police/Transit/Other Employee Medical Exam may include the following:

DOT Physical \$45.00
 Medical exam may include the following \$55.00

- In depth medical and occupational history
- Physician/Physician Assistant Exam
- Blood pressure/pulse resting
- Blood pressure/pulse following activity of PFT
- Vital signs
- Height and weight
- Vision/Color testing
- Whisper hearing test if no audiogram indicated
- Urinalysis (UA dip)

EKG \$45.00

PFT \$25.00

Chemistry /Lipid/Thyroid/Hematology Profile \$40.00
 (or \$20.00 per profile)

Audiogram (if fails whisper test) \$15.00

PPD for TB testing \$20.00

Immunizations available upon request include:

Hepatitis B (series of three) \$ 162.00

TDAP \$61.00

Influenza(based on 2013 prices) \$18.00

Miscellaneous Reporting:

Aggregate Cholesterol/Glucose Report No Charge

Satisfaction Survey Summary No Charge

The prices quoted above, reflects approximately a 20% or more discount from our usual and customary charges.

For additional PPO and other discounts, please see Exhibit B in section 8.

5000 N 26th Street, Suite 200, Lincoln, NE 68521
 Phone 402.475.6656 Fax 402.742.8419
www.companycareonline.com

5.2.5 Part V: Proof of Insurance

5.2.5.1 Company Care is covered by Workers' Compensation coverage, Commercial General Liability, Automobile Liability, and Professional Errors and Omissions Liability insurance. In addition, medical malpractice insurance is maintained on Dr. Durand and Penni Jackson through The Physician Network.

Copies of the required insurance documents, including the current endorsement for Company Care's Medical Professional Liability insurance in which the City of Lincoln is listed as an additional insured, are enclosed.

COMPANY CARE POLICIES AND PROCEDURES

Policy:	Medical Records: Storage and Purging
Approved by:	_____
Approved by:	_____
Effective Date:	November 27, 2002
Revised Date:	February 10, 2010

Purpose: To establish a consistent standard for purging and storing medical records at Company Care.

Policy:

1. Medical records will be stored in the medical records area in our core for physicals and urgent care medical treatment for five consecutive years. Drug screen collection records and breath alcohol records (for clients who came for a drug screen and/or breath alcohol only with no other services) will be scanned in to our computers then originals destroyed, and kept for two consecutive years.
2. Medical records will be tabbed by year. On an ongoing basis, the charts or medical records will be purged. Purged charts and records will be stored in the Autumn Ridge basement, filed alphabetically by year. Drug screen and/or breath alcohol records (for clients who came for a drug screen and/or breath alcohol only with no other services) will be filed separately from medical records for physicals, urgent care treatment etc.
3. Retention of records will be as follows:
 - a. Positive drug screen and breath alcohol test results will be maintained for (5) years in the Drug Testing Coordinator's office.
 - b. Physicals – All physicals such as DOT, pre-employment, fit for duty, etc. – 10 years after employee terminates with the company except Hazmat (OSHA) are 30 years.
 - c. Injury evaluation for workers' compensation cases – 10 years
 - d. Injury evaluation for non-workers' compensation cases – 10 years
 - e. Respirator questionnaires – 30 years after employee terminates with the company (OSHA)
 - f. Flu shot consents – 1 years (10 years after the age of 21)
 - g. OSHA Blood Exposures-forever

