

# (ATTACHMENT 3) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS

Contract Requisition Number: CR033824

Contract Number: C026981

Vendor Number: V005372

## MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of January 2018, by and between **Occupational Health Centers of the Southwest P.A. dba Concentra Medical Centers** (“Contractor”) and Milwaukee Board of School Directors (“MPS”). This Contract is the result of an open competitive procurement, specifically Request for Proposal (RFP) 965.

### 1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

As requested by MPS and in accordance with Section 2 of RFP 965 (Services Requested), which is hereby incorporated by reference, Contractor shall provide the following occupational medical services to MPS:

- a. Pre-placement physical examinations and drug and alcohol testing (Milwaukee-area and out of state/area).

Contractor will perform all physicals and drug testing in accordance with the protocols identified in Exhibit 2 of RFP 965: Pre-Physical Examinations – Protocols.

- b. Random on-site Department of Transportation (DOT) alcohol and drug testing, including administration.

Contractor will administer a random testing program in accordance with USDOT/FMCSA Regulations, 49 C.F.R. Part 382 and 49 C.F.R. Part 40. Contractor will perform these services in accordance with Exhibit 3 of RFP 965: Service Requirements for Controlled Substance, Alcohol Testing and Related Services for the Milwaukee Board of School Directors, documented and in compliance with all current and future regulations.

- c. Medical Review Officer (MRO) services for review of positive or non-negative drug and alcohol test results.

Contractor will ensure the MRO services are performed in accordance with DHHS/SAMHSA, 49 C.F.R. Part 409 and USDOT/FMCSA 49 C.F.R. Part 382 (if applicable) regulations by a licensed physician with knowledge of substance abuse disorders and appropriate medical training to evaluate and interpret laboratory results. MRO services must be in accordance with Exhibit 3 of RFP 965: Service Requirements for Controlled Substance, Alcohol Testing and Related Services for the Milwaukee Board of School Directors.

- d. “Reasonable Suspicion” alcohol and drug testing, including off-hours, on-site testing.

All specimens must be collected in accordance with U.S. Department of Health and Human Services (DHHS)/ Substance Abuse and Mental Health Services Administration (SAMHSA) regulations, 49 C.F.R. Part 40. All testing must be performed by a DHHS/SAMHSA certified laboratory for drug and alcohol testing. These services must be performed in accordance with the standards set forth in Exhibit 3 to RFP 965: Service Requirements for Controlled Substance, Alcohol Testing and Related Services for the Milwaukee Board of School Directors.

- e. Testing, vaccination and related protocols, including administration of bloodborne pathogen procedures.

In the event a MPS employee seeks treatment from Contractor for a possible exposure to bloodborne pathogens, Contractor will follow the requirements set forth in Exhibit 5 of RFP 965: Bloodborne Pathogen Source Testing Protocol.

- f. Medical management of referred or self-referred Workers’ Compensation cases.

Contractor must be able to conduct referred or self-referred Workers’ Compensation cases. The medical services to be provided would be dictated by the scope of the individual Worker’s Compensation claim.

- g. Value-added services to comply with state and federal safety and hiring rules and regulations (*e.g.*, job descriptions, functional capacity evaluations, fitness for duty examinations, reasonable accommodations under the Americans with Disabilities Act (ADA)).

Contractor must be able to provide medical services that meet or exceed federal and state compliance requirements. Examples of such services are: annual asbestos evaluations; and respiratory evaluations to include the respiratory

questionnaire, respirator physical exam, pulmonary function test, and chest x-ray if needed. In addition, Contractor must be able to provide periodic blood lead testing.

The comprehensive list of service components and the unit cost for each is set forth in Exhibit 6-Revised to RFP 965, which has also been attached hereto. Unit costs set forth in Exhibit 6-Revised to RFP 965 shall be held firm through the Initial Term and Renewals, if any.

Utilization of subcontractors, as contemplated in RFP 965, requires the prior approval of MPS, which approval will not be unreasonably withheld.

RFP 965 (including all exhibits and addenda) and Contractor's Response to RFP 965 (exclusive of Tab E) are incorporated herein by reference. All minimum respondent qualifications of the RFP are material terms of this Contract with which Contractor must comply.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

## 2. TERM

This Contract shall be in effect from January 1, 2018 through December 31, 2020 ("Initial Term"), with the possibility of two, one-year extensions (each a "Renewal Term"). MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. Contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

<b>Performance Metrics</b>	<b>Maximum Points</b>
Efficiency and accuracy in the performance of services.	15
Responsiveness to customer service requests/problem solving.	20
Accuracy of invoicing and billing.	15
Transmitting accurate forms and medical paperwork to MPS in a timely manner.	20
Ability to meet tight deadlines and turn-around times regarding the scheduling and execution of pre-employment exams.	30
<b>TOTAL</b>	<b>100</b>

**No work** shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

## 3. COMPENSATION

Total compensation under this Contract shall not exceed \$509,001.00 in the Initial Term. Rates for the renewal terms, if awarded and authorized by the Board, shall be at the rates identified in the RFP.

MPS reserves the right to reasonably determine whether services have been adequately performed and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools  
ATTN: Pepper LaMothe  
5225 W. Vliet Street  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work unless it's a disputed matter, then this provision shall not apply to that invoice. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### **4. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

#### **5. NON-DISCRIMINATION**

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### **6. INDEMNITY**

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and reasonable expenses that may be claimed against MPS that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, reasonable attorneys' fees or other expenses resulting therefrom. Nothing herein shall be construed to require Contractor to indemnify or hold harmless MPS against MPS's own negligent or intentional acts or omissions.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

#### **7. BACKGROUND CHECKS**

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background

check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

**8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverages required by MPS for the duration of this Contract.

**9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors’ Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

**10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor’s part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor’s part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

**11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

**12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving fifteen (15) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with fifteen (15) days. In the event of termination, MPS will

only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

**13. TERMINATION BY MPS**

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Registered or Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

**14. INDEPENDENT CONTRACTOR**

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

**15. ASSIGNMENT LIMITATION**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

**16. PROHIBITED PRACTICES**

- A. Contractor during the period of this Contract shall not knowingly hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

**17. LIVING WAGE REQUIREMENT**

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

**18. NOTICES**

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

**19. WAIVER**

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

**20. INTEGRATION / SEVERABILITY**

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

**21. CHOICE OF LAW & FORUM**

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

**22. TIMING**

Time is of the essence in this Contract.

**23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

**24. FORCE MAJEURE**

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

**25. STUDENT DATA**

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

**26. NON-DISCLOSURE**

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

**27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

**28. ORDER OF PRIORITY**

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) RFP 965(including all exhibits and addenda); and 3) Contractor's Response to RFP 965 (exclusive of Tab E).

**29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

**30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 400 hours per 12-month period. The Career Education requirement for this Contract is 20 hours per twelve month period. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V005372)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
*Aaron A. Konkol, J.D.*  
*Director, Procurement and Risk Management*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OCCUPATIONAL HEALTH CENTERS  
OF THE SOUTHWEST P.A.  
P.O BOX 1297  
BROOKFIELD, WI 53008-1297  
(262) 814-2512

By: \_\_\_\_\_  
*Darienne B. Driver, Ed.D.,*  
*Superintendent of Schools*

Date: \_\_\_\_\_

SSN / FEIN:

Budget Code: DWC-0-0-EMB-DW-ECTS

By: \_\_\_\_\_  
*Mark A. Sain, President*  
*Milwaukee Board of School Directors*

Date: \_\_\_\_\_

Reviewed by Risk Management:

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 6-Revised to RFP 965**

RFP 965  
 Exhibit 6- Revised

**Exhibit 6-Revised- to RFP 965 Occupational Medical Services  
 Cost Proposal Worksheet**

Vendor: Occupational Health Centers of Ohio, P. A., Co. dba Concentra Medical Centers

Use the same Annual Estimated Quantities for all five years when calculating the Extended Line Totals for each year.  
 Quantities listed are estimates. MPS does not guarantee the quantity that will be required.

COMPONENT	Annual Estimated Quantity	Unit Cost YEAR 1	Extended Line Total YEAR 1	Unit Cost YEAR 2	Extended Line Total YEAR 2	Unit Cost YEAR 3	Extended Line Total YEAR 3	Unit Cost YEAR 4	Extended Line Total YEAR 4	Unit Cost YEAR 5	Extended Line Total YEAR 5
Medical History/Physical	650	33.00	21450.00	33.50	21775.00	34.00	22100.00	34.50	22425.00	35.00	22750.00
Complete Out of Area, Pre-Placement Physical	30	190.00	5700.00	192.00	5760.00	194.00	5820.00	196.00	5880.00	198.00	5940.00
Andrometric Testing, In Clinic	650	12.00	7800.00	12.50	8125.00	13.00	8450.00	14.00	9100.00	14.50	9425.00
Skin Test for Tuberculosis	650	10.00	6500.00	10.50	6825.00	11.00	7150.00	12.00	7800.00	12.50	8125.00
Pulmonary Function Test, Computerized with flow loop	350	15.50	5425.00	16.00	5600.00	16.50	5775.00	17.50	6125.00	18.00	6300.00
Musculoskeletal Exam w/ Pile Lift	400	26.00	10400.00	27.00	10800.00	28.00	11200.00	29.00	11600.00	30.00	12000.00
B Reader / X-Ray Interpretation, if needed	100	40.50	4050.00	41.00	4100.00	41.50	4150.00	42.50	4250.00	43.00	4300.00
Chest X-ray if required (1 view)	100	28.50	2850.00	29.00	2900.00	29.50	2950.00	30.50	3050.00	31.00	3100.00
12 lead EKG w/interpretation	1	26.00	26.00	27.00	27.00	28.00	28.00	29.00	29.00	30.00	30.00
Respiratory Physical Exam with Questionnaire	50	34.50	1725.00	35.00	1750.00	35.50	1775.00	36.50	1825.00	37.00	1850.00
Vision Exam, Snelling Eye Chart, if needed	400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vision Exam, Full, if needed	150	10.00	1500.00	11.00	1650.00	12.00	1800.00	13.00	1950.00	14.00	2100.00
Urine Drug Screening ("UDS") Pre-Placement includes: collection fees laboratory fees; DHHS DOT Drug Screen with GC/MS confirmation; Split specimen handling; adulterating tests; Specimen collection supplies/ COC forms; retest of split sample (if requested)	650	41.00	26650.00	41.50	26975.00	42.00	27300.00	42.50	27625.00	43.00	27950.00
Regulated UDS (Collect, Lab & MRO)	30	41.00	1230.00	42.00	1260.00	43.00	1290.00	44.00	1320.00	45.00	1350.00
Non-regulated UDS (Collect, Lab & MRO)	30	41.00	1230.00	42.00	1260.00	43.00	1290.00	44.00	1320.00	45.00	1350.00
Non-regulated UDS (Collect & Lab only)	30	41.00	1230.00	42.00	1260.00	43.00	1290.00	44.00	1320.00	45.00	1350.00

RFP 965  
 Exhibit 6- Revised

COMPONENT	Annual Estimated Quantity	Unit Cost YEAR 1	Extended Line Total YEAR 1	Unit Cost YEAR 2	Extended Line Total YEAR 2	Unit Cost YEAR 3	Extended Line Total YEAR 3	Unit Cost YEAR 4	Extended Line Total YEAR 4	Unit Cost YEAR 5	Extended Line Total YEAR 5
On-site travel fee for Regulated or Non-regulated UDS site visit, per instance (Only per instance fees will be allowed. No per mile charges will be considered.)	30	76.00	2280.00	76.50	2295.00	77.00	2310.00	77.50	2325.00	78.00	2340.00
On-site travel fee, Holiday, for Regulated or Non-regulated UDS site visit, per instance (Only per instance fees will be allowed. No per mile charges will be considered.)		76.00	0.00	76.50	0.00	77.00	0.00	77.50	0.00	78.00	0.00
After-hours UDS Regulated and Non-Regulated collection. Include all related fees.	30	61.00	1830.00	62.00	1860.00	63.00	1890.00	64.00	1920.00	65.00	1950.00
Rapid Drug Screen (Non-negatives only to Lab; positives only to MRO)	30	45.00	1350.00	46.00	1380.00	47.00	1410.00	48.00	1440.00	49.00	1470.00
Breath Alcohol Testing & Confirmation	700	25.50	17850.00	26.50	18550.00	27.50	19250.00	28.00	19600.00	28.50	19950.00
Medical Review Officer Services For compliance with DHHS/SAMHSA and 49 CFR Part 409 and USDOT/FMCSA 49 CFR Part 382	100	30.00	3000.00	30.00	3000.00	30.00	3000.00	30.00	3000.00	30.00	3000.00
Expert Witness Fees, Written Report, Lab Toxicologist (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Written Report, Medical Review Officer (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Written Report, Health Services Physician (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Written Report, Health Services RN (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Direct Testimony, Lab Toxicologist (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Direct Testimony, Medical Review Officer (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Direct Testimony, Health Services Physician (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Expert Witness Fees, Direct Testimony, Health Services RN (per hour)	5 hours	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00	\$250/hour	1250.00
Asbestos Evaluation including exam & questionnaire	50	33.00	1650.00	34.00	1700.00	35.00	1750.00	36.00	1800.00	37.00	1850.00

COMPONENT	Annual Estimated Quantity	Unit Cost YEAR 1	Extended Line Total YEAR 1	Unit Cost YEAR 2	Extended Line Total YEAR 2	Unit Cost YEAR 3	Extended Line Total YEAR 3	Unit Cost YEAR 4	Extended Line Total YEAR 4	Unit Cost YEAR 5	Extended Line Total YEAR 5
Respirator Evaluation, periodic	50	34.50	1725.00	35.50	1775.00	36.50	1825.00	37.50	1875.00	38.50	1925.00
Lead Level Testing, periodic (Blood Lead ZPP)	50	97.00	4850.00	98.00	4900.00	99.00	4950.00	100.00	5000.00	101.00	5050.00
Audiometric Testing, On-site Mobile Van	100										
Additional Services- Fitness for Duty (per 15 minutes)	10	55.00	550.00	57.00	570.00	59.00	590.00	61.00	610.00	63.00	630.00
Additional Services- Hepatitis B (Adult) Vaccine	400	56.00	22400.00	57.00	22800.00	58.00	23200.00	59.00	23600.00	60.00	24000.00
Additional Services- Injection Fee (Venipuncture)	35	21.00	735.00	22.00	770.00	23.00	805.00	24.00	840.00	25.00	875.00
<b>Grand Total</b>	n/a	n/a	165986.00	n/a	169667.00	n/a	173348.00	n/a	177629.00	n/a	180960.00

Indicate a Cumulative Total for three years = **509,001.00**

Indicate a Cumulative Total for five years = **867,590.00**

Cost points will be assigned based on the Grand Total of the Extended Line Total of all items listed. Extended Line Totals are arrived at by multiplying the Quantity Estimates by the Unit Cost for each line item for each year. Use the same Annual Estimated Quantities for all five years when calculating the Extended Line Totals for each year. Cumulative totals for three or five years are arrived at by adding the Grand Totals for the respective number of years.

Note: Costs submitted shall be all-inclusive. The Contractor shall absorb within the quoted rates any costs including, but not limited to, those associated with software development, specimen handling, any cost increase associated with testing protocols, and travel costs.

Any modification to this form will be considered non-compliance with the format and content parameters. Any supplemental pricing information attached or referenced will not be considered