



### **CONTRACTOR SERVICES AGREEMENT**

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is entered into this 17 day of September, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Occupational Health Centers of Illinois, P.C., d/b/a Concentra Medical Centers, an Illinois professional corporation (hereinafter referred to as the "Contractor").

### **RECITAL**

WHEREAS, the Village intends to have professional services performed by the Contractor for occupational health services pursuant to the Contractor's Proposal dated March 20, 2019, attached hereto and incorporated herein by reference (hereinafter referred to as the "Contractor's Proposal"), and the Village's Request for Proposals dated March 6, 2019, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **RECITAL INCORPORATED.**

1.1. The above recital is incorporated herein as though fully set forth.

2. **SERVICES OF THE CONTRACTOR AND TERM OF AGREEMENT.**

2.1. The Contractor shall provide the services set forth in the Contractor's Proposal (hereinafter referred to as the "Services") after receiving written authorization by the Village. The Village shall approve the use of subcontractors by Contractor to perform any of the Services that are the subject of this Agreement.

2.2. The Contractor shall submit to the Village all reports, documents, data, and information set forth in Contractor's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Contractor's Proposal and the Village's RFP and/or this Agreement, this Agreement shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Human Resources Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates an Associate Director of Operations level colleague as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Contractor for the Services as set forth in the Contractor's Proposal and at the rates and locations set forth in Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, in writing, request changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to Contractor or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified by amendment to this Agreement accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the mutual written authorization of the parties.

#### **4. TERM AND TERMINATION.**

4.1. This Agreement shall be for a one (1) year term beginning on September 3, 2019. The Village shall have the option to renew this Agreement for two (2) additional one (1) year terms at its sole discretion at a not to exceed amount to be negotiated between the parties.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Either party may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days written notice.

4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses.

#### **5. INDEMNIFICATION.**

5.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, save harmless, and defend the Village and its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's negligent performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees. Nothing herein shall be construed to require Contractor to indemnify or hold harmless the Village against the Village's own negligent or intentional acts or omissions, or the acts or omissions of any third party.

#### **6. INSURANCE.**

6.1. The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 5. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be

written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 5 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 

|                   |                 |
|-------------------|-----------------|
| General Aggregate | \$ 3,000,000.00 |
| Each Occurrence   | \$ 1,000,000.00 |
| Personal Injury   | \$ 1,000,000.00 |
- iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

(B) **Professional Liability/Malpractice:**

- i. Per Claim \$2,000,000.00
- ii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under the indemnification provisions of this Agreement to the extent same are covered.

(C) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(D) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

|     |                       |                |
|-----|-----------------------|----------------|
| ii. | Limits:               |                |
|     | Combined Single Limit | \$1,000,000.00 |

(E) Umbrella:

|    |                           |                 |
|----|---------------------------|-----------------|
| i. | Limits:                   |                 |
|    | Each Occurrence/Aggregate | \$10,000,000.00 |

(F) The Village and its officers, officials, employees, agents, and volunteers shall be named as additional insureds on all insurance policies set forth herein except worker's compensation and professional liability/malpractice. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Contractor agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Contractor understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

## 7. SUCCESSORS AND ASSIGNS.

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**10. STANDARD OF CARE.**

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Contractor shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) week of completion of the Contractor's Services.

10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.

10.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital

status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or in connection with the Contractor's, or its subcontractors', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

**11. DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Contractor all amounts then due under this Agreement. As may be permitted by applicable law, at the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Contractor shall have the right to retain copies of the Documents for its files. The Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein or the Contractor's required retention period has occurred.

11.2. The Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. At the Village's sole expense, the Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. The Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Contractor's Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5

ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Contractor agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

## **12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **12. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Contractor from providing services to any other public or private entity or person. In the event that the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by the Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

## **14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Contractor has failed or refused to prosecute, or has delayed in the



prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Contractor and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from the Contractor, whether or not previously approved, or may recover from the Contractor any and all costs, including attorneys' fees and administrative expenses (which shall not exceed the annual value of this Agreement), incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Contractor's Event of Default.

## **15. NO COLLUSION.**

15.1. The Contractor hereby represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this

Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Contractor:

Occupational Health Centers of Illinois, P.C.  
5080 Spectrum Drive  
Addison, Texas 75001  
Attn: Legal-Contracts  
Email: [LegalContracts@concentra.com](mailto:LegalContracts@concentra.com)

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**19. HEADINGS AND TITLES.**

19.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**20. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.**

20.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

20.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**21. EFFECTIVE DATE.**

20.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village Manager for the Village of Oak Park executes this Agreement as set forth below.

**22. BINDING AUTHORITY.**

22.1. The individuals executing this Agreement on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**23. AUTHORIZATIONS.**

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**24. EQUAL OPPORTUNITY EMPLOYER.**

24.1. The Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth are incorporated herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-  
SIGNATURE PAGE FOLLOWS]**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

  
By: Cara Pavlicek  
Its: Village Manager

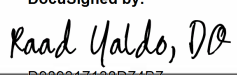
Date: 9/17, 2019

**ATTEST**

  
By: Vicki Scaman  
Its: Village Clerk


Date: 9/17, 2019

**OCCUPATIONAL HEALTH CENTERS OF  
ILLINOIS, P.C. D/B/A CONCENTRA HEALTH  
CENTERS**

DocuSigned by:  
  
By: Raad Yaldo, DO  
Its: President, Treasurer and Corporate Secretary

Date: 9/19/2019, 2019

**ATTEST**

DocuSigned by:  
  
By: Wendy A. Gibbons  
Its: Contracting Manager

Date: September 19, 2019

**REVIEWED AND APPROVED**  
**AS FIRM**  
  
**SEP 18 2019**  
**LAW DEPARTMENT**

**Exhibit A**  
**Services and Fees**

| <b>Service</b>                        | <b>Fee</b>        |
|---------------------------------------|-------------------|
| Metabolic Chem Panel                  | \$50.00           |
| CBC w/Differential                    | \$54.00           |
| HEP B Titer Surface Antibody          | \$58.00           |
| TB Skin Test 2 Step                   | \$50.00           |
| Lipid Profile Blood                   | \$50.00           |
| Chest X-ray (2 View)                  | \$100.00          |
| Physical Examination Fit for Duty     | \$65.00           |
| Physical Examination Respirator       | \$60.00           |
| Physical Examination Non DOT          | \$60.00           |
| Physical Examination DOT              | \$75.00           |
| Cardiac Stress Test – Treadmill       | \$316.00          |
| DS Urine Drug Screen 10 Panel Non DOT | \$50.00           |
| DS Urine Drug Screen 5 Panel DOT      | \$55.00           |
| Breath Alcohol Test                   | \$40.00           |
| Vision Test Ishihara                  | \$25.00           |
| Vision Test Titmus                    | \$30.00           |
| Questionnaire Respirator              | \$40.00           |
| HEP B Vaccine (3-shot series)         | \$110.00 per shot |
| Glucose (fasting)                     | \$35.00           |
| Pulmonary Function Test               | \$50.00           |
| Audiogram                             | \$35.00           |
| EKG with Interpretation               | \$65.00           |
| Onsite Drug Testing Hourly Fee        | \$185.00 per hour |

The above Services shall be available to be performed at any Concentra location in the Illinois market at the rates above.



## **II. BACKGROUND INFORMATION**

The Village is a full-service home rule municipal corporation located in Cook County, Illinois. Oak Park is a thriving, transit-oriented community of about 52,000 people located immediately west of the City of Chicago and known for its great neighborhoods, architectural heritage and innovative public policy initiatives. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes.

The Village provides a full range of municipal services including fire protection, ambulance, police, highway and street maintenance, building code enforcement, public improvements, economic development, planning, zoning, transportation, water and sewer services and general administrative services.

The Village operates under the village manager form of government. An elected legislative board consisting of a president and six trustees set policy and a professional manager oversees the day-to-day administration of government. Village services and programs are delivered by about 370 employees.

The Human Resources Department provides internal services to all Village departments via highly complex administrative support of the Village Manager, Department Directors and all employees by managing recruiting procedures, employee/retiree services, equal opportunity employment plan management, position classification and pay plan management, records maintenance for all Village employees reflecting tenure, qualifications and service, leaves of absence and related matters workers' compensation and work related injuries and administration of retirement and insurance plans via a third party contractor.

### **A. Current Providers**

The Village currently receives a full complement of services from Concentra Health Services. The Village has been satisfied with the level of service provided by Concentra.

## **III. AWARD OF CONTRACT**

### **A. Contract Term**

The Village anticipates awarding an initial minimum contract for two years, after which the Village will have the right to renew for an additional one year period of time. The annual contract period for the period commences on May 1, 2019 and ends on April 30, 2021.

### **B. Authorization**

Any agreement with a selected Service Provider must be reviewed and approved by the Village Attorney, approved and authorized by the Village of Oak Park Board of Trustees, and executed by the Village Manager. The Service Provider is advised that Village staff, other than the Village Manager, have no authority to sign agreements or modify existing agreements on behalf of the Village and that any such agreements are null and void. The agreement shall be in substantially the form of the Professional Services Agreement attached hereto.

### **C. Payments**

All invoices will be paid within 30 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

### **D. Termination for Non-appropriation of Funds**

The Village reserves the right to terminate any multiyear agreement if the Village's Board of Trustees fails to appropriate funds for this purpose in any subsequent fiscal year. All funds for payments after December 31st of the current fiscal year are subject to Village appropriation for this purpose.

**E. Service Provider Personnel Assigned to the Village of Oak Park Account(s)**

The Village reserves the right to accept or reject any staff designated by the service provider to manage the Village account(s). If no suitable replacement staff is provided, the Village reserves the right to terminate the contract.

**F. Ownership of Data**

The Village will remain the owner of its employee and claims data at all times. At the conclusion of the services, the vendor will be required to transfer all employee and claims data back to the Village in a format acceptable to the Village.

**G. Confidentiality**

The Service Provider shall keep the Village's employee and claims data confidential.

**H. Subcontracting**

The Service Provider shall not assign or subcontract any portion of the services to be provided without the written approval of the Village. The Service Provider assumes responsibility for performance of all Sub-Contractors, whether or not authorized. In the event of a merger of a service provider with another firm, this contract will be transferable to the successor firm only upon the approval of the Village President and Board of Trustees.

**I. Insurance Requirements**

The selected Service Provider must purchase and maintain for the length of the agreement and coverage shall be provided as set forth in the attached agreement.

**IV. DETAILED SPECIFICATIONS**

All firms interested in providing Occupational Health services to the Village of Oak Park must provide detailed responses for each of the questions listed below. Be sure to indicate next to your response the question that is being answered. If the answer is contained within any attached marketing material, please indicate precisely where the response to the particular question is located.

**A. Characteristics and Qualifications of the Firm**

1. Describe the history and organization of your firm. Include number of employees, number of offices, locations and financial information.
2. Describe the office that will be designated to serve the Village's program and the services available at that office. If your firm intends to utilize other offices or locations, describe the services they would provide for this account at each office or location.
3. Name the principal and other key personnel who will be fully responsible for the account. Provide a resume or statement of professional qualifications, related educational background and professional certifications of the personnel assigned to this account. Also, list each person's title as it is conveyed professionally within the firm and their particular area of expertise. Specifically identify personnel in the following areas:
  - i. Medical Doctor
  - ii. Clinical Staff
  - iii. Account Manager
  - iv. Main Service Support Contact.
4. Personnel assigned to the account shall have a minimum of five (5) years of related occupational health experience. Five (5) years of experience with public entities is preferred. Board certified in occupational medicine is required. Must be on the National Registry of Certified Medical Examiners as required by the United States Department of Transportation ("DOT").
5. Provide proof of any applicable certifications, licenses and credentials of staff committed to this contract including their names and documentation of their training successfully completed.
6. Provide a price proposal as set forth in this RFP.



7. Provide forms and reports as set forth in this RFP, including time frames for the provision of said forms and reports to the Village.

## **B. Scope of Services**

### **1. Exams:**

- i. Pre-employment medical evaluations for safety and non-safety sensitive employees.
- ii. Return to work (fitness for duty) examinations for safety and non-safety employees.
- iii. DOT physical exams (FMCSA and FTA) and Medical Examiner's Certification issuance.
- iv. Physical fitness examination program for firefighters and police officers as defined by professional standards.
- v. Post-exposure exams and follow-up screenings provided immediately with ongoing monitoring after report of exposure with appropriate treatment options as defined by current medical standards.
- vi. Audiometry and basic vision exams.
- vii. Tuberculosis screenings
- viii. Respiratory exams consistent with OSHA standards.

### **2. Testing:**

- i. Pre-employment, DOT (FMCSA & FTA); NIDA-5 Panel and/or NIDA-10 Panel Split Drug testing certified collection site performing; pre-employment, return-to-duty, reasonable suspicion, post-accident, and follow-up alcohol testing.
- ii. Breath alcohol testing (BAT) certified collection site performing; pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and follow-up alcohol testing.

### **3. Occupational Injury/Workers' Compensation Case Management**

- i. Provide preliminary examinations for injuries that are reported to be work related
- ii. Provide follow-up care and case management for work related injuries.
- iii. Provide professional opinion in reviewing employee's work restrictions and duty related leaves of absence.
- iv. Offer rehabilitation services including physical and occupational therapy, worksite, functional capacity and ergonomic evaluations.
- v. Conduct upon request medical and occupational health and safety surveillance examinations to address specific hazardous exposures or conditions in the workplace.
- vi. Conduct physical fitness testing for fire personnel as defined by the National Fire Protection Association (NFPA) 1582
- vii. Conduct executive physicals as required.

### **4. Other:**

- i. Medical consultation to Village Human Resources staff.
- ii. Provide on-site drug and alcohol testing for Village departments as required.
- iii. Partner with the Village in administering its return to work program.
- iv. All medical services and testing shall be performed at the Service Provider's facility or facilities. Testing facilities must be certified pursuant to applicable standards.
- v. Wellness programs, work hardening, and educational services preferred.
- vi. Services shall be provided on an as-needed basis.
- vii. Participate in wellness programs and screenings to establish and promote a safety and health-conscious culture among Village employees.

## **C. Program Administration**

1. Provide services Monday – Friday during normal business hours starting at 7:00 a.m. – 5:00 p.m. Evenings and weekend hours preferred.
2. Provide high level of customer service to current and prospective Village employees receiving services. Must be able to schedule employees within two (2) business days for return-to-work examinations. Clinic and walk-in scheduling preferred.
3. Provide urgent and after-hours care, weekend availability is also preferred.

4. Provide high level of support to Village Human Resources staff regarding occupational health trends, requirements and health issues impacting Village job classifications.
5. Maintain confidential records of all employees/applicants examined by the office.
6. Collection site to maintain supply of and ensure use of appropriate Chain of Custody (COC) forms in urgent manner following appropriate protocol.
7. Provide program monitoring for DOT and Non-CDL Driver Fitness exams, vaccination program follow-up, respirator testing record maintenance, etc.
8. Maintain records of medical tests, examinations, evaluations, etc. for the retention period required by State and Federal laws and regulations.
9. Provide accurate records and reports as required by State and Federal laws and regulations.
10. Provide a system that allows for efficient communication and close coordination between the Human Resources staff and the provider's clinical, administrative and billing staff for day-to-day operations needs and questions.
11. Meet with the Village staff and designated representatives as reasonably requested.
12. A minimum of two (2) physicians must be on the National Registry of Certified Medical Examiners as required by DOT regulations for medical certification issuance.
13. Staff shall be trained and experienced in urine specimen collection for drug testing and shall be breath alcohol technician certified. A minimum of two (2) BAT certified staff in practice is required.
14. Provide convenient online resources and support is preferred.

#### **D. Price Proposal**

Service Providers shall provide an itemized list of available procedures and associated prices to fulfill the Scope of Services outlined in this RFP. Under each service list each procedure that will be included and the associated price. If there are services offered at no cost, please indicate services in the list with \$0 indicated for cost.

1. Pre-employment medical exams for safety sensitive staff.
2. Pre-employment medical exams for non-safety sensitive staff.
3. Fitness-for-Duty (return to work) exams.
4. Treatment of work-related injuries and illnesses (office visits, physical therapy, etc.)
5. Non-DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident and follow-up.
6. DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident and follow-up.
7. BAT testing.
8. Vaccinations.
9. TB Screenings.
10. Respiratory/spirometry exams.
11. Vision exams.
12. Post-exposure screenings and treatment.
13. Preventive care and educational services.
14. Other available services.

#### **E. Forms and Reports**

Provide samples of all forms your facility uses to report exam/test results and specify how quickly results will be available for the Village. Indicate which results can be completed, submitted or retrieved online. Please provide samples of invoices, statements and any other accounting reports. Indicate which of these documents can be accessed online.

#### **E. Legal Compliance**

Comply with all state and federal laws and regulations pertaining to occupational health services licensed in the State of Illinois.

**F. Reference List**

1. Provide evidence of the firm's experience in providing service for other unionized municipalities.
2. List other accounts the firm has served and indicate whether the Village may independently contact such accounts for an appraisal of comparable services they have received from your firm.

**G. Evaluation Process**

1. A Selection Committee will evaluate the technical proposals submitted using the Evaluation Criteria detailed below.
2. The Selection Committee will select the proposal which is most responsive to the Village's requirements and based on the ability and fee, appears to be best able to serve the Village.
3. Award of the Contract must be approved by the Village's Board of Trustees.

**H. Evaluation Criteria**

1. Proposals shall provide a straight-forward, concise description of the Service Provider's capabilities to satisfy the requirements of this RFP. Award will be made to the vendor who represents the best overall quality and value to the Village and proposals will be evaluated with an emphasis on the following:
  - i. Qualifications and experience providing occupational health services for government agencies with similar job classifications to the Village.
  - ii. Performance (quality and efficiency) providing occupational health services to government agencies.
  - iii. Proximity to Village of Oak Park employee worksites
  - iv. Industry knowledge of occupational health services.
  - v. Service availability, ease of process, customer service and convenience.
  - vi. Proven systems in place for timely communication and follow-up.
  - vii. Price.
2. During the evaluation process, the Selection Committee may, at its discretion, request any one or all Contractors to make oral presentations. Such presentations will provide Contractors with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all Contractors may be asked to make such oral presentation.
3. During the evaluation process, the Selection Committee, may, at its discretion, request any one or all Service Providers to provide a site visit of the facility intended to be used for Village purposes.

**V. PROPOSAL FORM**

The undersigned proposes to furnish Occupational Health Services for the Village of Oak Park as follows:

**Fee for Specified Work:** – Defined in Price Proposal (Attach)

**Hourly Rate(s) for Specified Work** – Specify below

\_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**Other Pricing** - Specify below

\_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**Proposal Signature:** \_\_\_\_\_

State of \_\_\_\_\_), County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn on oath deposes and says that the Contractor on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Contract Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

\_\_\_\_\_  
 Organization Name  
 (Seal - If Corporation)

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 E-mail

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Notary Public

## VI. COMPLIANCE AFFIDAVIT

I, \_\_\_\_\_ being first duly sworn on oath depose and state as follows:

(Print Name)

1. I am the (title) \_\_\_\_\_ of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. The Proposing Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein;
3. I have examined and carefully prepared this proposal based on the request and verified the facts contained in the proposal in detail before submitting it;
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates<sup>1</sup> are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. Neither the Proposing Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the contract in civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
8. All statements made in this application are true and correct.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Name of Business: \_\_\_\_\_ Your Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

(Number, Street, Suite #)

(City, State & Zip)

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Address: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

<sup>1</sup> Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.

**VII. ORGANIZATION OF PROPOSING FIRM**  
(Complete Applicable Paragraph Below)

- (a) **Corporation:** The Service Provider is a corporation, operating under the legal name of \_\_\_\_\_  
\_\_\_\_\_, is organized and existing in good standing under the laws of the State of \_\_\_\_\_  
and is authorized to conduct business in the State of Illinois. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The Name and Address of its Registered Agent is: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Number, Street, Suite #) (City, State & Zip)

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

- (b) **Partnership:** The Service Provider is a Partnership operating under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

| Name<br>Signature | Address |
|-------------------|---------|
| _____             | _____   |
| _____             | _____   |

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_.

If the partnership does business under an assumed name, the assumed name is \_\_\_\_\_ which is registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01 et.seq.

- (c) **Sole Proprietor:** The Service Provider is a Sole Proprietor. If the Vendor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the Cook County Clerk. The Vendor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01 et.seq.

- (d) **Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

The name and address of any affiliated person of the business entity, including a description of the affiliation. \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner

**VIII. VILLAGE OF OAK PARK EQUAL EMPLOYMENT OPPORTUNITY REPORT**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. For assistance in completing this form, contact the Finance Department at 708-358-5470. An EEO-1 Report may be submitted in lieu of this report

1. Vendor Name: \_\_\_\_\_
2. Check here if your firm is:  
       \_\_\_\_\_ MBE       \_\_\_\_\_ WBE       \_\_\_\_\_ DBE       \_\_\_\_\_ None of the above
3. What is the size of the firm's current stable work force?  
       \_\_\_\_\_ Number of full-time employees       \_\_\_\_\_ Number of part-time employees
4. Similar information will be requested of all subcontractors working on this contract. Forms will be furnished to the lowest responsible bidder with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

**EEO REPORT (An EEO-1 Report may be submitted in lieu of this report)**

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Finance Department at 708-358-5471.

| Job Categories       | Total Employees | Total Males | Total Females | Males |          |                                  |                          | Females |          |                                  |                          | Total Minorities |
|----------------------|-----------------|-------------|---------------|-------|----------|----------------------------------|--------------------------|---------|----------|----------------------------------|--------------------------|------------------|
|                      |                 |             |               | Black | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander | Black   | Hispanic | American Indian & Alaskan Native | Asian & Pacific Islander |                  |
| Officials & Managers |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Professionals        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Technicians          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Sales Workers        |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Office & Clerical    |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Semi-Skilled         |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Laborers             |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Service Workers      |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| TOTAL                |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Management Trainees  |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |
| Apprentices          |                 |             |               |       |          |                                  |                          |         |          |                                  |                          |                  |

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
 \_\_\_\_\_ of \_\_\_\_\_ Person Making \_\_\_\_\_ Affidavit)  
 (Name of \_\_\_\_\_ and that the above EEO Report information is true and accurate and is submitted  
 (Title or Officer) with the intent  
 that it be relied upon.  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**END OF PROPOSAL**