REQUEST FOR PROPOSAL NO. 202223-01

CITY OF MADERA

MEDICAL SERVICES

Date Released: Saturday, June 18, 2022

Proposals are due prior to 5:00 PM, Monday, July 18, 2022

TABLE OF CONTENTS

REQUEST FOR PROPOSAL
202223-01
FOR
MEDICAL SERVICES

The City of Madera is soliciting proposals from qualified physicians or medical groups for medical services in accordance with this Request for Proposal (RFP). The purpose of this RFP is to ask firms to submit statements of their qualifications, capabilities, and experience in providing employment-related medical services and proposals for performing the services described, along with the fees which would be charged for those services. This RFP is expected to result in a five-year firm fixed price contract. The intent of this RFP is to identify one or more providers to meet the City's ongoing medical service needs. Providers may submit proposals for all or only a portion of the requested services.

I. BACKGROUND

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

The City routinely requires medical services including, but not limited to:

- Pre-employment physicals and drug screening
- Pre-employment physicals for Peace Officers and Public Safety Dispatcher compliant with the California Commission on Peace Officer Standards and Training (POST)
- Industrial injury care
- Department of Transportation (DOT) safety sensitive diver drug and alcohol testing
- Department of Motor Vehicles (DMV) commercial driver physicals
- General medical needs for existing employees such as annual audiograms in support of the City's hearing conservation program.

Providers may submit proposals for all or only a portion of the requested services. To provide context for the volume of requested services, the City is providing the following data points for consideration. Some of these numbers were influenced by the COVID pandemic and related economic shutdown, however the City desires to help proposing agencies with an understanding of the anticipated volume of services to be provided.

Table 1. Historical Volume of Medical Services

Service	*Total Count for Calendar Year*		
	2019	*2020*	*2021*
Industrial Injuries Requiring Medical Care	28	27	21
DOT Physicals	12	17	8
Drivers in Safety Sensitive Pool	26	22	22
Random DOT Drug and Alcohol Tests	9	15	15
New Hires - Non-POST employees	41	32	47
New Hires - POST Peace Officer	5	3	2
New Hires - POST Dispatcher	1	1	2

The City's annual audiogram program is newer so historical data is not available, however it is estimated that providers can anticipate approximately 75 audiogram screenings.

II. GENERAL INFORMATION

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in the RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at www.madera.gov/departments/purchasing/ Bids and Announcements. Addenda will also be provided to all prospective hearing officers who have submitted a Letter of Intent to Respond via email. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

RFP Schedule	
RFP Release	Saturday, June 18, 2022
Deadline for Written Questions	5:00 PM, Friday, July 1, 2022
Response to Questions Posted on Website	Wednesday, July 6, 2022
Proposals Due Date and Time	5:00 PM, Monday, July 18, 2022
Council Consideration of Award of Contract	Wednesday, August 3, 2022; or Wednesday, August 17, 2022

A. Inquiries

Any questions related to this RFP shall be submitted in writing to the attention of Wendy Silva, Director of Human Resources via email at wsilva@madera.gov no later than 5:00 PM, Friday, July 1, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

B. Submittals

1. To ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager at jstickman@madera.gov by 5:00 PM, Monday, July 18, 2022. No hard copies will be accepted.
2. Proposals shall be sent with the subject line: "RFP No. 202223-01 Medical Services" by the time and date specified above.
3. Proposals must be sent as an email attachment in pdf file format in one single file.
4. Proposals received after the time and date specified above will be considered nonresponsive and will not be opened.

III. GENERAL INSTRUCTIONS AND PROVISIONS

A. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the Proposer, or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening.

B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Firm will be considered nonresponsive and rejected.

C. Attention of Proposers is especially directed to the requirements which, in addition to the proposal and these instructions, are basis for evaluation and will be part of any agreement with the successful Proposer.

D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.

E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.

F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.

G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at www.madera.gov/purchasing under Bid Announcement and Results and provided to all Proposers who have submitted a Letter of Intent to Respond via email. However, it is the Proposer's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.

H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

I. Proposals will be evaluated by the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be considered for evaluation. During the evaluation process, the City may find it beneficial to request additional information.

J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should the proposer already have their license, please indicate the license number and expiration date in your proposal packet.

K. All Federal or State of California License/Certification required to provide the requested services will be required. A Certificate of Insurance in accordance with the Insurance Requirements for Service Providers document included in the RFP in Section V will also be required after award of a contract and before work begins.

L. An award will be made as soon as reasonably practical after the submission deadline. Proposals shall be valid for a minimum of 180 days following submission.

M. The successful Firm(s) shall enter into a formal agreement with City which will be very similar in content to the Attachment D "Sample" Professional Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.

N. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

O. The prospective Firm is advised that should this RFP result in recommendation for award of a contract, the contract is subject to formal approval by the City Council.

P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

O. By submitting a proposal, the prospective Firm certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Firm's capability of rendering the services to be provided.

Q. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective firm should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective firm submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective firm in their proposal, the City will provide the prospective firm who submitted such information with reasonable notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

IV. SCOPE OF SERVICES

Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the proposed agreement.

Firms responding to the RFP shall be prepared to deliver services within one month of the issuance of a contract.

The City is seeking to enter into an agreement for medical services with a physician or medical group to provide various necessary medical services to the City of Madera. Proposals may be submitted for the full scope of work or for only portions of the scope of work. All reports provided by the physician or medical group in correlation with the scope of services described below must be legible and easy to read, preferably electronically generated. Reports must clearly and concisely provide necessary information. The requested services include, but are not limited to, the following:

A. Pre-Employment Physicals (post job offer)
    1. Provide a general basic physical by a licensed physician or physician's assistant for job candidates based on the proposed job description. Job descriptions will be provided by the City of Madera. For all candidates, this will include collection of a urine specimen for 5-panel drug testing with Medical Review Officer (MRO) services in compliance with the City's Drug Free Workplace Policy. For some candidates, this may also include audiogram and back x-ray with radiological interpretation, depending on the proposed job description.
    2. Provide pre-employment physicals by a licensed physician for law enforcement personnel compliant with California Commission on Peace Officer Standards Training (POST) regulations. This applies to the positions of Police Officer and Public Safety Dispatcher. For more information on POST standards and regulations relating to pre-employment medical exams, please visit https://www.post.ca.gov/medical-screening-manual.aspx. The Peace Officer pre-employment physical form is provided in Attachment A. The Public Safety Dispatcher pre-employment physical form is provided in Attachment B.
    3. Provide reports on pre-employment physicals and ancillary testing to the City via facsimile, electronic mail, or through a secure portal within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
    4. Provide sufficient staffing availability to schedule appointments within one (1) week of a request for appointment. The City understands that services may vary by applicant and subsequent examinations may occur after the initial exam in order to meet the medical screening guidelines as published by POST. These subsequent appointments/services should be scheduled as soon as practicable.

B. Safety Sensitive Driver Drug and Alcohol Testing

1. Provide drug and alcohol testing services for employees of the City of Madera subject to drug and alcohol testing because of safety sensitive duties.
    a) Alcohol testing procedures must be compliant with 49CFR Part 40 and must be conducted by a certified Breath Alcohol Technician using an evidential breath testing device approved by the National Motor Carrier Safety Administration.
    b) Drug testing procedures must be compliant with 49 CFR Part 40. Drug testing must be conducted using a split sample urine specimen.
2. Provide results of alcohol testing immediately after completion of testing to the City of Madera via facsimile, electronic mail, or through a secure portal.
3. Provide results of drug testing within three (3) business days of the test to the City of Madera via facsimile, electronic mail, or through a secure portal. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
4. Services to provide Safety Sensitive driver drug and alcohol testing as described must be available Monday through Friday, 8:00 am – 5:00 pm. Individuals reporting for testing must be seen within 30 minutes of initial patient check-in.

C. Commercial Driver Physical Examinations
    1. Provide DOT compliant physical exams and drug testing (urine specimen).
    2. Provide results of exam and drug testing within three (3) business days of the exam via facsimile, electronic mail, or through a secure portal. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
    3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment. If physicals are offered on a walk-in basis, candidates should be seen by the physician within 45 minutes of initial patient check-in.

D. Industrial Injury Exam, Treatment and Reporting
    1. Provide initial injury exam for industrial injuries.
    2. Act as primary treating physician for all injuries, except where employee has designated a differing primary treating physician prior to the injury.
    3. Provide referral to specialists as needed.
    4. Provide supplemental examinations.
    5. Provide permanent and stationary examinations and provide all information necessary on the Form PR-4 to successfully resolve claims. This requires the ability to interpret the AMA Guides, determine permanent work restrictions, and determine apportionment in addition to other required information.
    6. For all exams, provide work restrictions when appropriate pursuant to the employee's assigned job description and in accordance with the City of Madera Modified Duty/Return to Work Policy (Attachment C).
    7. Provide Physician's First Report of Injury, supplemental reports, and final reports to the City of Madera and its third party administrator within one (1) business day of the

appointment via facsimile, electronic mail, or through a secure portal with a preference for receipt on the same business day as the appointment. Provide Form PR-4 within ten (10) business days of the date permanent and stationary status has been determined. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.

8. Sufficient staffing must be available to treat new injuries Monday-Friday, 8 am – 5 pm. The office itself need not be open, but staff must be available to respond in a timely manner should an injury occur. Patients should be seen by the treater within 45 minutes of initial patient check-in.
9. A Physician's Assistant or Certified Nurse Practitioner may treat industrial injuries, but must be overseen by a Physician and may only treat as provided in the California Labor Code governing the Workers' Compensation Program.

E. Fitness for Duty Examinations
   1. Provide physical examinations to determine fitness for duty pursuant to the employee's applicable job description as needed.
   2. Provide results of the exam to the City of Madera within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment.

V. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance
Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- $1,000,000 **Medical Malpractice** per claim and in the aggregate. Service Provider shall maintain medical malpractice insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

Maintenance of Coverage
Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance
Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation
Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

VI. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all firms. The intent of these guidelines is to assist firms in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals must include the following in the following order. It is preferred that proposals include bookmarks in the pdf document for ease of navigation, but not required.

1. **Cover Letter.** The letter should:
    a. Introduce the proposing firm
    b. Provide the address of the office where the relationship will be domiciled
    c. Provide the address of the closest local branch, if different
    d. Identify which services within the Scope of Work will be proposed in the submittal
    e. Acknowledge review of any published Addenda as of the date of submission
    f. Be signed by an authorized agency officer.

    No pricing information should be included in the section. The cover letter shall be addressed to:

    Jennifer Stickman, Procurement Services Manager
    Finance Department
    City of Madera
    205 W. 4th Street
    Madera, CA 93637

2. **Table of Contents.**

3. **Physician/Medical Group Profile.** Please respond to the following sections:

    a. **Physician/Medical Group Overview.** – General overview of agency, customer service philosophy, and identification of the primary office or branch that the City will be assigned to and where the City will send its business. What sets your agency apart from others?

    b. **Experience.** – Describe the agency' s direct experience in providing employment-related medical services. Please include a discussion of physician training, to include training related to medical treatment, evaluation and documentation of industrial injuries if the firm is proposing to provide these services. Please also include a discussion of how your treatment philosophy correlates to the City of Madera Modified Duty/Return to Work Policy (Attachment C).

    c. **Key Personnel.** – List key personnel to be assigned to the City, including name, title, telephone number(s), email address, a brief description of their professional experience, and describe their role in providing the proposed services.

4. **References.** Provide at least three references that are of similar size and scope of service utilization as the City, preferably cities or counties. References must include contact name and email address.

5. **Implementation Plan.**
    a. Please describe in detail, the agency's plan to implement the proposed services, including specifically identifying which services within the Scope of Work are being proposed by the agency.
    b. Describe in detail how the agency handles problem resolution, customer service, day-to-day contact, and ongoing maintenance of government clients.

6. **Service Enhancements.** Based on the information provided in the RFP and your firm's knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that should be considered for further improving the City's experience with a medical service provider.

7. **Cost Proposal.** The agency shall provide all costs and fees associated with implementing and providing services as specified. Please provide a table of proposed services to meet the Scope of Work, along with the applicable cost for each item for the duration of the agreement. The Cost Proposal may also include proposed fees for medical services provided to similar government clients not specifically requested in the Scope of Work but which proposal desires to identify as potential services for the City of Madera.

8. **Proposed Agreement for Services.** The agency shall identify any requested modifications to the proposed agreement for services provided as Attachment D to this RFP.

VII. PROPOSAL EVALUATION

Evaluation Process & Criteria

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals for completeness as well as how the proposals meets the City's needs. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

ATTACHMENT A

POST Medical Peace Officer

State of California – Department of Justice
MEDICAL HISTORY STATEMENT – Peace Officer
POST 2-252 (Rev 02/2013)

Commission on
Peace Officer Standards and Training (**POST**)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Instructions:

- Fill out the questionnaire completely and accurately. Keep in mind that all statements are subject to verification; deliberate inaccuracies or incomplete statements may bar or remove you from employment. A "yes" answer does not necessarily mean that you will be disqualified.
- This form must be completed and presented when reporting for your medical examination.
- This medical history statement is confidential. If hired, the information you provide will be part of your medical record, separate from your personnel file.
- Type or legibly print (in ink), or complete this form online at www.post.ca.gov/forms.aspx .

SECTION 1. CANDIDATE IDENTIFICATION

1. CANDIDATE'S NAME (Last, First, Middle)	2. SOCIAL SECURITY NUMBER	3. BIRTHDATE (MM/DD/YYYY)
	Last 4 digits:	

4. ADDRESS WHERE YOU CAN BE CONTACTED (Street / P.O. Box)	5. CITY	6. STATE / ZIP

7. PHONE NUMBERS WHERE YOU CAN BE REACHED	8. EMAIL
Day: ( ) – Evening: ( ) –	

SECTION 2: JOB HISTORY AND PHYSICAL ACTIVITY

9. List current and all previous jobs held in the last 5 years, including military service.

	JOB TITLE	PRIMARY DUTIES	EMPLOYER	APPROXIMATE DATES
A)				From: To:
B)				From: To:
C)				From: To:
D)				From: To:
E)				From: To:
F)				From: To:
G)				From: To:
H)				From: To:
I)				From: To:

10. Describe your typical physical activity, including that at work. Indicate how often and how long you've been doing it.

	EXERCISE / ACTIVITY	HRS PER WK	HOW LONG?
A)			yrs mos
B)			yrs mos
C)			yrs mos

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

SECTION 3: MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	11. Have you ever worked as a peace officer before?
☐	☐	☐	12. Have you ever failed to complete a peace officer academy training program?
☐	☐	☐	13. Have you ever failed a pre-placement medical or psychological examination?
☐	☐	☐	14. Have you ever been refused employment or been unable to hold a job because of any physical, psychological, or other medically-related reason?
☐	☐	☐	15. Have you ever been terminated or resigned from employment, or had to change job positions due to a physical, psychological, or medically-related reason?
☐	☐	☐	16. Are you currently under a health care provider's care for any medical condition?
☐	☐	☐	17. Has your driver's license ever been suspended or revoked due to medical reasons?
☐	☐	☐	18. Do you have any physical limitations?
☐	☐	☐	19. Do you need any reasonable accommodation to assist you in performing required job tasks?
☐	☐	☐	20. Have you ever been absent from work due to job stress?
☐	☐	☐	21. Have you missed more than five days from work in the past 12 months due to medically-related reasons?
☐	☐	☐	22. Have you ever been absent from work because of back/neck pain or problems?
☐	☐	☐	23. Have you ever seen a doctor for back/neck pain or problems?
☐	☐	☐	24. Do you currently have a cold or cough, or have you had either in the past two weeks?
☐	☐	☐	25. In the past year, have you had a change in the size and color of a mole or a sore that would not heal?
☐	☐	☐	26. Have you ever coughed, or wheezed, or had chest discomfort during or after exercise?
☐	☐	☐	27. Have you ever taken medication to prevent wheezing or shortness of breath during exercise?
☐	☐	☐	28. Do you ever wake up short of breath?
☐	☐	☐	29. Have you ever had any breathing problems using a gas mask? (Check "No" if you have never used a gas mask.)
☐	☐	☐	30. Do you currently smoke cigarettes? IF YES: How many packs per day? ____ For how long (in years)? ____
☐	☐	☐	31. Are you an ex-smoker? IF YES: How many years did you smoke? ____ Packs per day? ____ Approx date quit: _____ (MM/YYYY)
☐	☐	☐	32. Have you used chewing tobacco or smoked cigars/pipes in the last 15 years?
☐	☐	☐	33. Have you ever had a positive drug or alcohol test?
☐	☐	☐	34. Are you now or have you ever been enrolled in a drug or alcohol rehabilitation program?
			35. Per week, I drink: ____ bottles/cans of beer ____ glasses of wine ____ glasses of hard liquor
☐	☐	☐	36. Has anyone ever been concerned about your drinking or suggested that you cut down?
☐	☐	☐	37. Have you ever been convicted of driving under the influence (DUI)?
☐	☐	☐	38. Have you ever felt bad about your drinking?
☐	☐	☐	39. Have you ever had a drink first thing in the morning to steady your nerves or get rid of a hangover?
			40. I am: ☐ Right-handed ☐ Left-handed
☐	☐	☐	41. Have you ever been hospitalized overnight (except for pregnancy)?
☐	☐	☐	42. Have you had any surgical operations?
☐	☐	☐	43. Have you sustained any disabling illnesses or medical conditions within the past 5 years?
☐	☐	☐	44. Have you been exposed to loud noise today? IF YES: Were you wearing hearing protection? ☐ Yes ☐ No

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

SECTION 3: MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	45. Do you occasionally use, or are you currently taking, any prescription or over-the-counter medications?
☐	☐	☐	46. Have you taken any medication within the past 12 months for any reason?
☐	☐	☐	47. Are you now receiving or have you ever received Workers Compensation?
☐	☐	☐	48. Have you been rejected for, or discharged from the military because of, physical, mental, or other medically-related reasons?
☐	☐	☐	49. If you served in the military and were discharged, did you ever apply to the Veteran's Administration (VA) for service-connected disability for medical injuries?

If YES, what percent disability classification do/did you have? _____%

For what kind of medical injury was the award granted? *Provide details:*

50. Briefly explain any items you marked "yes" or "?." In addition, describe anything else which you feel may be important in evaluating your medical suitability for the position, including any condition(s) not specifically referred to in the preceding questions.

ITEM #	EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

SECTION 4: MEDICAL CONDITIONS Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
51. EYE, EAR, NOSE, THROAT											
A) Eye surgery	☐	☐	☐	H) Glaucoma	☐	☐	☐	O) Ringing or buzzing in ears	☐	☐	☐
B) Refractive surgery (e.g., Lasik, PRK)	☐	☐	☐	I) Blurred or double vision	☐	☐	☐	P) Hearing trouble	☐	☐	☐
C) Orthokeratology / Retainer lenses	☐	☐	☐	J) Abnormal color vision test	☐	☐	☐	Q) Ear surgery	☐	☐	☐
D) Vision therapy	☐	☐	☐	K) Sinus trouble	☐	☐	☐	R) Earache	☐	☐	☐
E) Vision impairment	☐	☐	☐	L) Loss of smell	☐	☐	☐	S) Abnormal hearing test	☐	☐	☐
F) Need to wear corrective lenses	☐	☐	☐	M) Allergy / Hay fever	☐	☐	☐				
G) Cataracts	☐	☐	☐	N) Ruptured ear drum	☐	☐	☐				
52. RESPIRATORY											
A) Asthma (age at last episode: _____)	☐	☐	☐	D) Positive TB skin test	☐	☐	☐	G) Chest tightness	☐	☐	☐
B) Shortness of breath	☐	☐	☐	E) Coughed up blood	☐	☐	☐	H) Wheezing	☐	☐	☐
C) Chronic or frequent cough	☐	☐	☐	F) Pneumothorax (collapsed lung)	☐	☐	☐	I) Blood clot in lung	☐	☐	☐
53. GASTROINTESTINAL											
A) Ulcer / Stomach trouble	☐	☐	☐	F) Gall bladder trouble	☐	☐	☐	K) Abnormal liver test / Liver disease	☐	☐	☐
B) Vomited blood	☐	☐	☐	G) Hepatitis	☐	☐	☐	L) Hernia	☐	☐	☐
C) Persistent diarrhea	☐	☐	☐	H) Mucous in stool	☐	☐	☐	M) Irritable Bowel Syndrome	☐	☐	☐
D) Colitis	☐	☐	☐	I) Black/bloody bowel movement	☐	☐	☐	N) Crohn's disease	☐	☐	☐
E) Recurrent hemorrhoids	☐	☐	☐	J) Pancreatitis	☐	☐	☐				
54. GENITOURINARY											
A) Kidney disease or stone	☐	☐	☐	D) Blood in urine	☐	☐	☐	G) Menstrual discomfort that kept you from work	☐	☐	☐
B) Bladder trouble	☐	☐	☐	E) Prostatitis	☐	☐	☐	H) Currently pregnant	☐	☐	☐
C) Difficulty urinating	☐	☐	☐	F) Irregular vaginal bleeding	☐	☐	☐				
55. CARDIOVASCULAR											
A) Heart attack	☐	☐	☐	E) Enlarged heart	☐	☐	☐	I) Rheumatic fever	☐	☐	☐
B) Heart murmur	☐	☐	☐	F) Palpitation (irregular heartbeat)	☐	☐	☐	J) Swelling of foot or leg	☐	☐	☐
C) Heart failure	☐	☐	☐	G) High blood pressure	☐	☐	☐	K) Painful varicose veins	☐	☐	☐
D) Heart valve abnormality	☐	☐	☐	H) Pain or discomfort in chest	☐	☐	☐				
56. MUSCULOSKELETAL											
A) Fractured/broken bone	☐	☐	☐	C) Neck trouble/pain	☐	☐	☐	E) Arthroscopy	☐	☐	☐
B) Back trouble/pain	☐	☐	☐	D) Leg/shin pain	☐	☐	☐	F) Arthritis / Rheumatism	☐	☐	☐
57. JOINT INJURY / SURGERY / DISLOCATION / PAIN / SWELLING											
A) Shoulder	☐	☐	☐	D) Fingers/toes	☐	☐	☐	G) Ankle/foot	☐	☐	☐
B) Elbow	☐	☐	☐	E) Hip	☐	☐	☐	H) Other joint pain or swelling	☐	☐	☐
C) Wrist	☐	☐	☐	F) Knee	☐	☐	☐				

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

SECTION 4: MEDICAL CONDITIONS *continued*

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
58. **NEUROLOGICAL**											
A) Epilepsy	☐	☐	☐	F) Head injury	☐	☐	☐	K) Skull defect	☐	☐	☐
B) Convulsion / Seizure	☐	☐	☐	G) Loss of consciousness	☐	☐	☐	L) Tremors	☐	☐	☐
C) Fainting spells / Blackouts	☐	☐	☐	H) Frequent/recurrent headaches	☐	☐	☐	M) Meningitis / Encephalitis	☐	☐	☐
D) Recurrent dizziness	☐	☐	☐	I) Migraine/sinus headaches	☐	☐	☐	N) Numbness of extremities	☐	☐	☐
E) Carpal Tunnel Syndrome	☐	☐	☐	J) Multiple Sclerosis	☐	☐	☐	O) Other	☐	☐	☐
59. **MISCELLANEOUS**											
A) Diabetes	☐	☐	☐	I) Cancer / Leukemia	☐	☐	☐	Q) Recurrent fever in the last year	☐	☐	☐
B) Low blood sugar	☐	☐	☐	J) Wool allergy	☐	☐	☐	R) Eczema	☐	☐	☐
C) Thyroid trouble	☐	☐	☐	K) Non-healing sores	☐	☐	☐	S) Claustrophobia	☐	☐	☐
D) Bleeding tendencies	☐	☐	☐	L) Chronic fatigue	☐	☐	☐	T) Sleep apnea	☐	☐	☐
E) Anemia	☐	☐	☐	M) Night sweats	☐	☐	☐	U) Snoring	☐	☐	☐
F) Enlarged glands	☐	☐	☐	N) Undesired weight loss or gain	☐	☐	☐	V) Sleep problems/disorders	☐	☐	☐
G) Cyst / Tumor	☐	☐	☐	O) Heat stress	☐	☐	☐	W) Any other problem or illness not listed that may affect job performance	☐	☐	☐
H) Skin problems / Rashes	☐	☐	☐	P) Multiple chemical sensitivity	☐	☐	☐				

60. Explain any medical conditions you marked "yes" or "?." Reference the corresponding item number and letter in your response (52B, 57F, etc.).

ITEM #	EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

SECTION 5: CANDIDATE CONSENT

I hereby authorize the performance of a complete medical examination, x-rays, blood testing, and urine testing. I am aware that laboratory testing may be used to detect illegal substances and therapeutic medications, and to verify my answers to the questions contained in this medical questionnaire. I also authorize the medical examiner to obtain current or past medical records and to discuss my medical status and history with my treating physician or other medical consultants as necessary. I declare that my answers are true to the best of my knowledge and belief. I am aware that any willful inaccuracy may be regarded as cause for disqualification for employment.

SIGNATURE IN FULL ▶	DATE

SECTION 6: EXAMINING PHYSICIAN'S COMMENTS / NOTES

ITEM #	COMMENTS / NOTES

State of California – Department of Justice

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 04/2018)

Commission on
Peace Officer Standards and Training (**POST**)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

SECTION 1. EXAMINATION FINDINGS

1. CANDIDATE'S NAME (LAST, FIRST, MI)	2. BIRTH DATE (MM/DD/YYYY)

3. SOCIAL SECURITY NUMBER	4. SEX	5. HEIGHT	6. WEIGHT
Last 4 digits:	☐ M ☐ F	Without shoes: FT INCHES	Without shoes and coat: LBS

7. VISION

	UNCORRECTED		CORRECTED	
	Far	Near	Far	Near
Right				
Left				
Both				

☐ GLASSES ☐ CONTACTS

COLOR VISION:

OTHER VISION TESTS:

PERIPHERAL VISION:

Right °

Left °

8. BLOOD PRESSURE

Initial test
BP after 3–5 min in chair: ___/___ Pulse: ___

Repeat if BP>120/80:
___/___ Pulse: ___

Third test if 1st & 2nd reads differ by >5 mm Hg:
___/___ Pulse: ___

9. HEARING TEST

	Left	Right
500		
1000		
2000		
3000		
4000		
6000		
8000		

10. RETEST

	Left	Right
500		
1000		
2000		
3000		
4000		
6000		
8000		

11. For each of the following conditions, indicate **Normal**, **Abnormal**, or **Not Examined** and include additional findings as needed.

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
A) SKIN				
Color / Texture – *Lesions, scars, etc.*	☐	☐	☐	
Tattoos – *Racist, gang-related, removal*	☐	☐	☐	
Other	☐	☐	☐	
B) HEAD / EYES				
Corneas (RK scars)	☐	☐	☐	
Pupils / Light reaction	☐	☐	☐	
Fundi	☐	☐	☐	
EOM	☐	☐	☐	
Other	☐	☐	☐	
C) EARS / NOSE / THROAT / MOUTH				
Pinna / Canals / TM	☐	☐	☐	
Nasal septum / Mucosa	☐	☐	☐	
Teeth / Gums	☐	☐	☐	
Tongue / Palate	☐	☐	☐	
Other	☐	☐	☐	
D) NECK				
Bruit	☐	☐	☐	
ROM	☐	☐	☐	
Thyroid	☐	☐	☐	
Cervical nodes	☐	☐	☐	
C5-C7 sensory	☐	☐	☐	
Palpation	☐	☐	☐	
Other	☐	☐	☐	

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 04/2018)

SECTION 1. EXAMINATION FINDINGS *continued*

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
E) ABDOMEN				
Hernia	☐	☐	☐	
Bowel sounds (Bruits)	☐	☐	☐	
Liver / Kidney / Spleen	☐	☐	☐	
Masses	☐	☐	☐	
Other	☐	☐	☐	
F) CARDIOVASCULAR				
Pulses: Radial / Femoral	☐	☐	☐	
Pulses: D. Pedis / P. Tibial	☐	☐	☐	
Apex impulse	☐	☐	☐	
Heart sounds (murmurs)	☐	☐	☐	
Heart rate and rhythm	☐	☐	☐	
Other	☐	☐	☐	
G) CHEST / LUNGS				
Auscultation	☐	☐	☐	
Breasts *– Females age 50 and over*	☐	☐	☐	
Axillary nodes	☐	☐	☐	
Chest wall expansion	☐	☐	☐	
Other	☐	☐	☐	
H) MUSCULOSKELETAL				
UPPER EXTREMITY:				
· Shoulder ROM	☐	☐	☐	
· Shoulder strength	☐	☐	☐	
· Wrists / Fingers	☐	☐	☐	
· Shoulder Apprehension Test	☐	☐	☐	
· Grip strength	☐	☐	☐	
· Other	☐	☐	☐	
BACK:				
· Inspection	☐	☐	☐	
· Palpation	☐	☐	☐	
· Heel / Toe walk	☐	☐	☐	
· Flexion / Extension	☐	☐	☐	
· Passive SLR	☐	☐	☐	
· L3-S1 sensory	☐	☐	☐	
· Other	☐	☐	☐	

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 04/2018)

SECTION 1. EXAMINATION FINDINGS *continued*

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
H) MUSCULOSKELETAL *continued*				
KNEES:				
· Inspection	☐	☐	☐	
· Patellar apprehension	☐	☐	☐	
· Squat	☐	☐	☐	
· Duck-walk	☐	☐	☐	
· Thigh circumference	☐	☐	☐	
· Lachman Test	☐	☐	☐	
· Collateral stability	☐	☐	☐	
· One-leg hop for distance	☐	☐	☐	
· Anterior / Posterior drawer	☐	☐	☐	
· Other	☐	☐	☐	
I) NERVOUS SYSTEM				
Tremor	☐	☐	☐	
Reflexes	☐	☐	☐	
Gait	☐	☐	☐	
Other	☐	☐	☐	
J) GENITALIA / RECTAL – NOTE: Recent exam and test results from candidate's private physician are permissible.				
Rectal – *Age 50 and over*	☐	☐	☐	
Inguinal Hernia	☐	☐	☐	
Male: Genitalia	☐	☐	☐	
Female: Pap smear	☐	☐	☐	
Other	☐	☐	☐	
K) LABORATORY FINDINGS				
CBC	☐	☐	☐	
Chem. Panel	☐	☐	☐	
Urinalysis	☐	☐	☐	
ECG	☐	☐	☐	
Spirometry	☐	☐	☐	
Mammogram – *Age 50 and over*	☐	☐	☐	
Sigmoidoscopy – *Age 50 and over*	☐	☐	☐	
PPD Mantoux – *If assigned to prisons*	☐	☐	☐	
CXR – *Smokers age 40 and over*	☐	☐	☐	
Other	☐	☐	☐	

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 04/2018)

SECTION 1. EXAMINATION FINDINGS *continued*

NOTES:

SIGNATURE OF LICENSED EXAMINING PHYSICIAN ▶	PRINT PHYSICIAN'S NAME	DATE
ADDRESS OF PRACTICE (Street, City, State, Zip)		PHONE: ( ) –

MEDICAL EXAMINATION REPORT – Peace Officer
POST 2-253 (Rev 04/2018)

SECTION 2. SUITABILITY DECLARATION – to be maintained in the background investigation file

Instructions to the Physician:

- This section is to be completed and submitted to the hiring department.
- The hiring department will maintain this Medical Suitability Declaration page in the individual's background investigation file. **Do not include medical information on this page.**

Medical Suitability Declaration

Candidate's Name _____

Birth Date _____ Last 4 digits of Social Security Number _____

On _____, I completed a pre-employment medical screening evaluation
[DATE OF EVALUATION]
on the above-named peace officer candidate, in accordance with POST Commission Regulation 1954. Based on the results and findings of that evaluation:

☐ **I certify** that the candidate is medically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department either without any accommodations, or provided that the specified work restrictions, limitations, or reasonable accommodations can be implemented. (*Describe any work restrictions, limitations, or reasonable accommodation requirements on the supplemental medical information page.)*

☐ **I cannot certify** that the candidate is medically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department.

Physician's Signature ▶ _____

Physician's Printed Name, Medical License Number, and Contact Information:

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 04/2018)

SECTION 3. SUPPLEMENTAL MEDICAL INFORMATION - to be maintained in a separate *confidential* medical file

Instructions to the Physician:

Provide any additional information to the hiring department regarding the candidate's job-relevant **functional limitations**, **reasonable accommodation requirements, work restrictions**, and/or a description of the **nature and degree of potential risks** posed by the detected medical conditions. Include that information which is necessary and appropriate for the hiring department in making a hiring decision.

To the Hiring Department:

This page should be maintained in a *confidential medical file*, separate from the candidate's background investigation file. Access to the information on this page should be limited to those who have a need to know (e.g., hiring authorities, supervisors).

Candidate's Name	Birth Date	Last 4 Digits of SSN

Examining Physician's Name (*please print*)	Report Date

ATTACHMENT B

POST Medical Dispatcher

State of California – Department of Justice

MEDICAL HISTORY STATEMENT – Public Safety Dispatcher

POST 2-264 (Rev 02/2013)

Commission on
Peace Officer Standards and Training (**POST**)
860 Stillwater, Suite 100
West Sacramento, CA 95605-1630

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Instructions:

- Fill out the questionnaire completely and accurately. Keep in mind that all statements are subject to verification; deliberate inaccuracies or incomplete statements may bar or remove you from employment. A "yes" answer does not necessarily mean that you will be disqualified.
- This form must be completed and presented when reporting for your medical examination.
- This medical history statement is confidential. If hired, the information you provide will be part of your medical record, separate from your personnel file.
- Type or legibly print (in ink), or complete this form online at www.post.ca.gov/forms.aspx.

SECTION 1. CANDIDATE IDENTIFICATION

1. CANDIDATE'S NAME (Last, First, Middle)	2. SOCIAL SECURITY NUMBER	3. BIRTHDATE (MM/DD/YYYY)
	Last 4 digits:	

4. ADDRESS WHERE YOU CAN BE CONTACTED (Street / P.O. Box)	5. CITY	6. STATE / ZIP

7. PHONE NUMBERS WHERE YOU CAN BE REACHED	8. EMAIL
Day: ( ) – Evening: ( ) –	

SECTION 2. JOB HISTORY

9. List current and all previous jobs held in the last 5 years, including military service.

	JOB TITLE	PRIMARY DUTIES	EMPLOYER	APPROXIMATE DATES
A)				From: To:
B)				From: To:
C)				From: To:
D)				From: To:
E)				From: To:
F)				From: To:
G)				From: To:

SECTION 3. MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	10. Have you ever worked as a public safety dispatcher before?
☐	☐	☐	11. Have you ever failed to complete a public safety dispatcher training program?
☐	☐	☐	12. Have you ever failed a pre-placement medical examination?
☐	☐	☐	13. Have you ever been refused employment or been unable to hold a job because of any physical, psychological, or other medically-related reason?
☐	☐	☐	14. Are you currently under a health care provider's care for any medical condition?
☐	☐	☐	15. Do you have any physical limitations?

MEDICAL HISTORY STATEMENT – Public Safety Dispatcher

POST 2-264 (Rev 02/2013)

SECTION 3. MEDICAL HISTORY *continued*

Y	N	?	Answer each of the following questions.
☐	☐	☐	16. Do you need any reasonable accommodation to assist you in performing required job tasks?
☐	☐	☐	17. Have you ever been absent from work due to job stress?
☐	☐	☐	18. Have you missed more than five days from work in the past 12 months due to medically-related reasons?
☐	☐	☐	19. Have you ever been absent from work because of back/neck pain or problems?
☐	☐	☐	20. Have you ever seen a doctor for back/neck pain or problems?
☐	☐	☐	21. In the past year, have you had a change in the size and color of a mole or a sore that would not heal?
☐	☐	☐	22. Do you occasionally use, or are you currently taking, any prescription or over-the-counter medications?
☐	☐	☐	23. Have you taken any medications within the past 12 months for any reason?
☐	☐	☐	24. Have you sustained any disabling illnesses or medical conditions with the past 5 years?
☐	☐	☐	25. Have you ever had a positive drug or alcohol test?
☐	☐	☐	26. Are you now or have you ever been enrolled in a drug or alcohol rehabilitation program?
☐	☐	☐	27. Per week, I drink: ____ bottles/cans of beer ____ glasses of wine ____ glasses of hard liquor
☐	☐	☐	28. Has anyone ever been concerned about your drinking or suggested that you cut down?
☐	☐	☐	29. Have you ever been convicted of driving under the influence (DUI)?
☐	☐	☐	30. Have you ever felt bad about your drinking?
☐	☐	☐	31. Have you ever had a drink first thing in the morning to steady your nerves or get rid of a hangover?
☐	☐	☐	32. Have you been exposed to loud noise today? If "yes," were you wearing hearing protection? ☐ Yes ☐ No
☐	☐	☐	33. Are you now receiving or have you ever received Workers Compensation?
☐	☐	☐	34. If you served in the military and were discharged, did you ever apply to the Veteran's Administration (VA) for service-connected disability for medical injuries?
			If YES, what percent disability classification do/did you have? _____% For what kind of medical injury was the award granted? *Provide details:*

35. Briefly explain any items you marked "yes" or "?." In addition, describe anything else which you feel may be important in evaluating your medical suitability for the position, including any condition(s) not specifically referred to in the preceding questions.

ITEM #	EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

MEDICAL HISTORY STATEMENT – Public Safety Dispatcher

POST 2-264 (Rev 02/2013)

SECTION 4. MEDICAL CONDITIONS

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
36. EYE, EAR, NOSE, THROAT											
A) Eye surgery	☐	☐	☐	E) Abnormal color vision test	☐	☐	☐	I) Ear surgery	☐	☐	☐
B) Need to wear corrective lenses	☐	☐	☐	F) Refractive surgery (e.g., Lasik, PRK)	☐	☐	☐	J) Earache	☐	☐	☐
C) Blurred or double vision	☐	☐	☐	G) Ringing or buzzing in ears	☐	☐	☐	K) Abnormal hearing test	☐	☐	☐
D) Glaucoma	☐	☐	☐	H) Hearing trouble	☐	☐	☐				
37. GASTROINTESTINAL											
A) Ulcer / stomach trouble	☐	☐	☐	E) Mucous in stool	☐	☐	☐	I) Irritable bowel syndrome	☐	☐	☐
B) Persistent diarrhea	☐	☐	☐	F) Black / bloody bowel movement	☐	☐	☐	J) Crohn's disease	☐	☐	☐
C) Colitis	☐	☐	☐	G) Pancreatitis	☐	☐	☐				
D) Recurrent hemorrhoids	☐	☐	☐	H) Abnormal liver test / liver disease	☐	☐	☐				
38. GENITOURINARY											
A) Kidney disease or stone	☐	☐	☐	C) Blood in urine	☐	☐	☐	E) Menstrual discomfort that kept you from work	☐	☐	☐
B) Bladder trouble	☐	☐	☐	D) Prostatitis	☐	☐	☐	F) Currently pregnant	☐	☐	☐
39. CARDIOVASCULAR											
A) Heart attack	☐	☐	☐	C) Palpitation (irregular heartbeat)	☐	☐	☐	E) Pain or discomfort in chest	☐	☐	☐
B) Heart failure	☐	☐	☐	D) High blood pressure	☐	☐	☐	F) Swelling of foot or leg	☐	☐	☐
40. MUSCULOSKELETAL											
A) Back trouble/pain	☐	☐	☐	B) Neck trouble / Pain	☐	☐	☐	C) Arthritis / Rheumatism	☐	☐	☐
41. JOINT INJURY / SURGERY / DISLOCATION / PAIN / SWELLING											
A) Shoulder	☐	☐	☐	D) Fingers / Toes	☐	☐	☐	G) Ankle / Foot	☐	☐	☐
B) Elbow	☐	☐	☐	E) Hip	☐	☐	☐				
C) Wrist	☐	☐	☐	F) Knee	☐	☐	☐				
42. NEUROLOGICAL											
A) Epilepsy	☐	☐	☐	F) Head injury	☐	☐	☐	K) Tremors	☐	☐	☐
B) Convulsion / Seizure	☐	☐	☐	G) Loss of consciousness	☐	☐	☐	L) Meningitis / Encephalitis	☐	☐	☐
C) Fainting spells / Blackouts	☐	☐	☐	H) Frequent / recurrent headaches	☐	☐	☐	M) Numbness of extremities	☐	☐	☐
D) Multiple Sclerosis	☐	☐	☐	I) Migraine / Sinus headaches	☐	☐	☐	N) Other	☐	☐	☐
E) Recurrent dizziness	☐	☐	☐	J) Carpal Tunnel Syndrome	☐	☐	☐				
43. MISCELLANEOUS											
A) Diabetes (glucose in urine)	☐	☐	☐	G) Chronic fatigue	☐	☐	☐	M) Sleep apnea	☐	☐	☐
B) Low blood sugar	☐	☐	☐	H) Night sweats	☐	☐	☐	N) Snoring	☐	☐	☐
C) Thyroid trouble	☐	☐	☐	I) Undesired weight loss or gain	☐	☐	☐	O) Sleep problems / disorders	☐	☐	☐
D) Enlarged glands	☐	☐	☐	J) Multiple chemical sensitivity	☐	☐	☐	P) Chronic or frequent cough	☐	☐	☐
E) Cancer / Leukemia	☐	☐	☐	K) Recurrent fever in the last year	☐	☐	☐	Q) Any other problem or illness not listed that may affect job performance	☐	☐	☐
F) Non-healing sores	☐	☐	☐	L) Eczema	☐	☐	☐				

MEDICAL HISTORY STATEMENT – Public Safety Dispatcher

POST 2-264 (Rev 02/2013)

SECTION 4. MEDICAL CONDITIONS *continued*

44. Explain any medical conditions you marked "yes" or "?." Reference the corresponding item number and letter in your response (36B, 41F, etc.).

ITEM #	EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

SECTION 5. CANDIDATE CONSENT

I hereby authorize the performance of a complete medical examination, x-rays, blood testing, and urine testing. I am aware that laboratory testing may be used to detect illegal substances and therapeutic medications, and to verify my answers to the questions contained in this medical questionnaire. I also authorize the medical examiner to obtain current or past medical records and to discuss my medical status and history with my treating physician or other medical consultants as necessary. I declare that my answers are true to the best of my knowledge and belief. I am aware that any willful inaccuracy may be regarded as cause for disqualification for employment.

SIGNATURE IN FULL	DATE
▶	

SECTION 6. EXAMINING PHYSICIAN S COMMENTS / NOTES

ITEM #	COMMENTS / NOTES

State of California – Department of Justice

MEDICAL EXAMINATION REPORT – Public Safety Dispatcher

POST 2-265 (Rev 04/2018)

Commission on
Peace Officer Standards and Training (**POST**)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

SECTION 1. EXAMINATION FINDINGS

1. CANDIDATE'S NAME (LAST, FIRST, MI)	2. BIRTH DATE (MM/DD/YYYY)

3. SOCIAL SECURITY NUMBER	4. SEX	5. HEIGHT	6. WEIGHT
Last 4 digits:	☐ M ☐ F	Without shoes: FT INCHES	Without shoes and coat: LBS

7. VISION

	UNCORRECTED		CORRECTED	
	Far	Near	Far	Near
Right				
Left				
Both				

☐ GLASSES ☐ CONTACTS

COLOR VISION:

OTHER VISION TESTS:

PERIPHERAL VISION:

Right °

Left °

8. BLOOD PRESSURE

Initial test
BP after 3–5 min in chair: ___/___ Pulse: ___

Repeat if BP>120/80:
___/___ Pulse: ___

Third test if 1st & 2nd reads differ by >5 mm Hg:
___/___ Pulse: ___

9. HEARING TEST

	Left	Right
500		
1000		
2000		
3000		
4000		
6000		
8000		

10. RETEST

	Left	Right
500		
1000		
2000		
3000		
4000		
6000		
8000		

11. For each of the following conditions, indicate **Normal**, **Abnormal**, or **Not Examined** and include additional findings as needed.

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
A) SKIN	☐	☐	☐	
	☐	☐	☐	
B) HEAD / EYES	☐	☐	☐	
	☐	☐	☐	
C) EARS / NOSE / THROAT / MOUTH	☐	☐	☐	
	☐	☐	☐	
D) CHEST / LUNGS	☐	☐	☐	
	☐	☐	☐	
E) ABDOMEN	☐	☐	☐	
	☐	☐	☐	
F) MUSCULOSKELETAL				
Upper Extremity	☐	☐	☐	
	☐	☐	☐	
Back / Neck	☐	☐	☐	
	☐	☐	☐	
Lower Extremity	☐	☐	☐	
	☐	☐	☐	
G) NERVOUS SYSTEM	☐	☐	☐	
	☐	☐	☐	
H) OTHER	☐	☐	☐	
	☐	☐	☐	
I) LABORATORY FINDINGS				
	☐	☐	☐	
	☐	☐	☐	

MEDICAL EXAMINATION REPORT – Public Safety Dispatcher

POST 2-265 (Rev 04/2018)

SECTION 1. EXAMINATION FINDINGS *continued*

NOTES:

SIGNATURE OF LICENSED EXAMINING PHYSICIAN ▶	PRINT PHYSICIAN'S NAME	DATE
ADDRESS OF PRACTICE (Street, City, State, Zip)		PHONE: ( )

MEDICAL EXAMINATION REPORT – Public Safety Dispatcher

POST 2-265 (Rev 04/2018)

SECTION 2. SUITABILITY DECLARATION – to be maintained in the background investigation file

Instructions to the Physician:

- This section is to be completed and submitted to the hiring department.
- The hiring department will maintain this Medical Suitability Declaration page in the individual's background investigation file. **Do not include medical information on this page.**

Medical Suitability Declaration

Candidate's Name _____

Birth Date _____ Last 4 digits of Social Security Number _____

On _____, I completed a pre-employment medical screening evaluation on
[DATE OF EVALUATION]
the above-named public safety dispatcher candidate, in accordance with POST Commission Regulation 1960.

Based on the results and findings of that evaluation:

☐ **I certify** that the candidate is medically suitable to perform the public safety dispatcher duties and responsibilities as defined and provided by the hiring department either without any accommodations, or provided that the specified work restrictions, limitations, or reasonable accommodations can be implemented. (*Describe any work restrictions, limitations, or reasonable accommodation requirements on the supplemental medical information page.)*

☐ **I cannot certify** that the candidate is medically suitable to perform the public safety dispatcher duties and responsibilities as defined and provided by the hiring department.

Physician's Signature ▶ _____

Physician's Printed Name, Medical License Number, and Contact Information:

MEDICAL EXAMINATION REPORT – Public Safety Dispatcher

POST 2-265 (Rev 04/2018)

SECTION 3. SUPPLEMENTAL MEDICAL INFORMATION - to be maintained in a separate *confidential* medical file

Instructions to the Physician:

Provide any additional information to the hiring department regarding the candidate's job-relevant **functional limitations**, **reasonable accommodation requirements, work restrictions**, and/or a description of the **nature and degree of potential risks** posed by the detected medical conditions. Include that information which is necessary and appropriate for the hiring department in making a hiring decision.

To the Hiring Department:

This page should be maintained in a *confidential medical file*, separate from the candidate's background investigation file. Access to the information on this page should be limited to those who have a need to know (e.g., hiring authorities, supervisors).

Candidate's Name	Birth Date	Last 4 Digits of SSN

Examining Physician's Name (*please print*)	Report Date

ATTACHMENT C

AP-52 Modified Duty/Return to Work Policy

CITY OF MADERA Administrative Policy	POLICY NO. AP-52 Date: December 7, 2005 Revised Date: N/A

SUBJECT: MODIFIED DUTY/RETURN TO WORK POLICY

It is the desire of the City of Madera to contain workers' compensation costs. A modified duty/return to work program is an essential part of a cost containment effort. Modified duty/return to work assignments are temporary assignments to assist injured or ill employees to progressively escalate to full duty status.

The City has established this modified duty/return to work program with the following objectives:

1. To return all injured employees to work as soon as possible without danger of re-injury.
2. To reduce the number of employee days lost from work and the cost of workers' compensation temporary disability benefits.
3. To increase communication with injured employees and eliminate any perception of indifference on the part of the employer.
4. To reduce the number and expense of litigated cases.
5. To diminish the feelings of unproductiveness and depression which often accompany an employee's injury and reinstate self-confidence and dignity.
6. To meet the City's obligations under the Labor Code.
7. To perform tasks for the City which can be supplemental, enhance services, or that currently go undone or which would otherwise require extra help, while at the same time providing productive work for a temporarily injured employee.

Modified duty/return to work assignments are only temporary assignments designated for employees who were injured in the course of City employment and who can return to work within the physical restrictions set forth by their doctor. These assignments are established for a period not anticipated to exceed two or three months. Assignments created for modified duty/return to work participants are not permanent assignments and are not funded in the most recently approved budget. Participant's assignments under the modified duty/return to work policy are temporary and it is not the intent of the City to make these modified duty/return to work assignments permanent.

It shall be the policy of the City that all supervisors implement, maintain, and adhere to the modified duty/return to work program guidelines.

Program Guidelines:

a. Injured employees will be medically treated as deemed appropriate. The City's designated medical provider will be aware of the City's modified duty/return to work program so they can assist the City in placing the injured employee in an appropriate assignment.

(1) Upon return from the doctor's office, the employee and supervisor will meet to discuss the work restrictions as reported by the doctor on the Physicians First Report of Injury and/or Physicians Supplementary Report. If the work restrictions require modified/light duty work, then such assignment will be evaluated and made available in the work unit if possible.

(2) If any question should arise concerning the injured employee's ability to perform a specific modified/light duty assignment, the doctor who authorized the modified/light duty work must be contacted for clarification.

(3) If no modified duty/return to work assignment is available within the injured employee's regular department, the supervisor will contact the Human Resources division within one working day following the meeting with the employee. If modified/light duty work is not available within the employee's normal work area, oral notification shall be given by the Human Resources division as to the availability and location of modified duty/return to work assignments.

If no assignments can be found, the injured employee will be placed on temporary disability until such time as appropriate work, within the work restrictions, is available, or the restrictions are lifted pursuant to direction from the doctor. The City will make its best efforts to reasonably accommodate an injured employee within their current structure, but City has no duty to create a position specifically for the injured employee.

A letter or memorandum notifying the injured employee of the modified duty/return to work assignment shall follow the oral notification.

If the injured employee refuses the modified/light duty assignment, no temporary disability benefits will be payable.

b. If it appears that the injured employee will not return to their regular job within a reasonable period of time, the Human Resources department will contact the workers' compensation third party administrator to request that an appointment be made with a specialist for consultation and/or treatment and to make a determination on the issue of returning to regular work duties.

Types of Modified Duty/Return to Work Assignments:

The following modified duty/return to work assignments may be available to injured employees:

- Microfilm, document, and transfer files
- Prepare a City-wide inventory of property
- Catalog films and books
- Assemble employee packets
- Filing
- Photocopying
- Typing
- Computer data entry
- Police Department dispatching (police department employees only)
- Paperwork (reports, schedules, etc.)
- Light cleaning (windows, bathrooms, railings, dusting)
- Stamping or stuffing envelopes
- Read safety or policy manuals for updates to the data
- Review safety films for viewing by other City employees
- Paint (railings, fire extinguisher, etc.)
- Graffiti cleaning
- Check fire extinguisher
- Engrave property for identification in case of misplacement or theft
- Flag operator for road work
- Messenger
- Inspect Buildings (fire department employees only)
- Receptionist/take telephone messages/public contact
- Proofreading documents
- Code enforcement
- Other special assignments

Any modified duty/return to work assignments, in addition to those listed above, may be made as long as it conforms to the following:

(1) The assignment is not designed to be punitive.

(2) The assignment should benefit the employee by giving them an opportunity to return to work and benefit the City by providing supplemental tasks, enhancing services, or having tasks accomplished which may not have otherwise been completed without additional costs.

ATTACHMENT D

Sample Professional Services Agreement

CITY OF MADERA

MEDICAL SERVICES AGREEMENT

THIS Medical Services Agreement ("Agreement") is made and entered into by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" [SERVICE PROVIDER], hereinafter called "Service Provider."

RECITALS

A. The City desires to make available to its employees comprehensive medical services in an efficient and economical manner.

B. Service Provider is a Service Provider having the necessary experience and qualifications to provide physician services to those employees eligible for medical services required by the City and the California Workers' Compensation program.

C. City desires to retain Service Provider to provide said services, as detailed further herein.

.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Service Provider to provide medical services for employees herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City will authorize Service Provider to commence work upon written notice to Service Provider.

3. Obligations, duties, and responsibilities of Service Provider (Scope of Services). It shall be the duty, obligation, and responsibility of the Service Provider, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in **EXHIBIT A** which is attached and incorporated by reference.

4. Compensation.

4.1. For all services other than those provided for a workers' compensation claim, City shall compensate Service Provider for services based on the agreed upon Fee Schedule set forth in **EXHIBIT B**. Exhibit B is attached and incorporated by reference.

4.2. It is understood that Service Provider will receive payment for services rendered related to workers' compensation claims in accordance with The Official Medical Fee Schedule promulgated by the California Department of Industrial Relations, Division of Workers' Compensation.

4.3. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. Items should be billed as described on the Fee Schedule in Exhibit B and must be organized in such a way that the City can identify to whom the services were provided.

4.4. Any billing disputes brought forth by the City must be submitted within fourteen (14) days of the receipt of the billing statement. Such disputes will be submitted by electronic mail (email) to the billing contact provided by Service Provider. Billing contact for Service Provider is _____.

4.5. It is expressly understood that Service Provider shall coordinate the submission of billings to the City on behalf of all other medical services or service providers, for all health services rendered as listed in the Scope of Work identified in Exhibit A, except for services rendered related to workers' compensation claims that have been referred to other providers.

4.6. Payment shall be made directly by the City, or for workers' compensation claims, its Third Party Administrator, Acclamation Insurance Management Services (A.I.M.S.), to the Service Provider within thirty (30) days of receipt of billing.

Non-Workers' Compensation Claims - for all claims excluding Workers' Compensation claims. All claims will include patient name, date of service and type of services provided. Billings to be made directly to the following address:

City of Madera Human Resources Department
205 W. 4th Street
Madera, CA 93637

Workers Compensation Claims - all claims for Workers Compensation related services will be billed directly to the following address:

A. I. M.S.
PO Box 269120
Sacramento, CA 95826

5. Term and Termination.

5.1. This Agreement shall be effective beginning on **[DATE**] after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect for five (5) years unless otherwise terminated by the City.

5.2. City reserves the right to discharge Service Provider and terminate this Agreement at any time with thirty (30) days' notice. In the event of such discharge or termination, the City shall compensate Service Provider for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Service Provider a written notice specifying the extent to which services

and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be provided as follows:

[SERVICE PROVIDER CONTACT INFORMATION]

6. Independent contractor. Service Provider shall perform the Services under this Agreement as an independent contractor and not as an officer, employee, agent or volunteer of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Service Provider's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant or its agents or employees perform the services under this Agreement.

7. Indemnification and Waivers. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Service Provider, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Service Provider is otherwise required to maintain under this Agreement.

8. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, workers' compensation, medical malpractice and employer's liability insurance. The limits and coverages provided by such policies shall be as required in **EXHIBIT C** of this Agreement. Exhibit C is attached and incorporated by reference.

9. Compliance with Law. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

10. Confidentiality. All data, medical reports, medical information, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

11. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

12.

Miscellaneous.

12.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

12.2. Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

12.3. Required License and Professional Credentials. Service Provider and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Service Provider shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

12.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

12.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

12.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

12.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

12.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

12.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be

required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

12.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

12.11. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

12.12. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

12.13. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

12.14. Counterpart Signatures. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

13. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Service Provider and the City.

[SERVICE PROVIDER]

_____
[PRINTED NAME]
[TITLE]

Date: _____, 2022

CITY OF MADERA

_____
Santos Garcia
Mayor

Date: _____, 2022

ATTEST

_____
Alicia Gonzales, City Clerk

Date: _____, 2022

APPROVED AS TO FORM

_____
Hilda Cantú Montoy, City Attorney

Date: _____, 2022

EXHIBIT A

SCOPE OF WORK

A. Pre-Employment Physicals (post job offer)
   1. Provide a general basic physical by a licensed physician or physician's assistant for job candidates based on the proposed job description. Job descriptions will be provided by the City of Madera. For all candidates, this will include collection of a urine specimen for 5-panel drug testing with Medical Review Officer (MRO) services in compliance with the City's Drug Free Workplace Policy. For some candidates, this may also include audiogram and back x-ray with radiological interpretation, depending on the proposed job description.
   2. Provide pre-employment physicals by a licensed physician for law enforcement personnel compliant with California Commission on Peace Officer Standards Training (POST) regulations. This applies to the positions of Police Officer and Public Safety Dispatcher. For more information on POST standards and regulations relating to pre-employment medical exams, please visit https://www.post.ca.gov/medical-screening-manual.aspx. The Peace Officer pre-employment physical form is provided in Attachment A. The Public Safety Dispatcher pre-employment physical form is provided in Attachment B.
   3. Provide reports on pre-employment physicals and ancillary testing to the City via facsimile, electronic mail, or through a secure portal within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   4. Provide sufficient staffing availability to schedule appointments within one (1) week of a request for appointment. The City understands that services may vary by applicant and subsequent examinations may occur after the initial exam in order to meet the medical screening guidelines as published by POST. These subsequent appointments/services should be scheduled as soon as practicable.

B. Safety Sensitive Driver Drug and Alcohol Testing
   1. Provide drug and alcohol testing services for employees of the City of Madera subject to drug and alcohol testing because of safety sensitive duties.
      a) Alcohol testing procedures must be compliant with 49CFR Part 40 and must be conducted by a certified Breath Alcohol Technician using an evidential breath testing device approved by the National Motor Carrier Safety Administration.
      b) Drug testing procedures must be compliant with 49 CFR Part 40. Drug testing must be conducted using a split sample urine specimen.
   2. Provide results of alcohol testing immediately after completion of testing to the City of Madera via facsimile, electronic mail, or through a secure portal.
   3. Provide results of drug testing within three (3) business days of the test to the City of Madera via facsimile, electronic mail, or through a secure portal. If information is

delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.

4. Services to provide Safety Sensitive driver drug and alcohol testing as described must be available Monday through Friday, 8:00 am – 5:00 pm. Individuals reporting for testing must be seen within 30 minutes of initial patient check-in.

C. Commercial Driver Physical Examinations
   1. Provide DOT compliant physical exams and drug testing (urine specimen).
   2. Provide results of exam and drug testing within three (3) business days of the exam via facsimile, electronic mail, or through a secure portal. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment. If physicals are offered on a walk-in basis, candidates should be seen by the physician within 45 minutes of initial patient check-in.

D. Industrial Injury Exam, Treatment and Reporting
   1. Provide initial injury exam for industrial injuries.
   2. Act as primary treating physician for all injuries, except where employee has designated a differing primary treating physician prior to the injury.
   3. Provide referral to specialists as needed.
   4. Provide supplemental examinations.
   5. Provide permanent and stationary examinations and provide all information necessary on the Form PR-4 to successfully resolve claims. This requires the ability to interpret the AMA Guides, determine permanent work restrictions, and determine apportionment in addition to other required information.
   6. For all exams, provide work restrictions when appropriate pursuant to the employee's assigned job description and in accordance with the City of Madera Modified Duty/Return to Work Policy (Attachment C).
   7. Provide Physician's First Report of Injury, supplemental reports, and final reports to the City of Madera and its third party administrator within one (1) business day of the appointment via facsimile, electronic mail, or through a secure portal with a preference for receipt on the same business day as the appointment. Provide Form PR-4 within ten (10) business days of the date permanent and stationary status has been determined. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   8. Sufficient staffing must be available to treat new injuries Monday-Friday, 8 am – 5 pm. The office itself need not be open, but staff must be available to respond in a timely manner should an injury occur. Patients should be seen by the treater within 45 minutes of initial patient check-in.
   9. A Physician's Assistant or Certified Nurse Practitioner may treat industrial injuries, but must be overseen by a Physician and may only treat as provided in the California Labor Code governing the Workers' Compensation Program.

E. Fitness for Duty Examinations
   1. Provide physical examinations to determine fitness for duty pursuant to the employee's applicable job description as needed.
   2. Provide results of the exam to the City of Madera within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
   3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment.

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Sub-consultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance:

Service Provider shall maintain limits no less than:

- $2,000,000 **General Liability** (including operations, products, and completed operations) per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Workers' Compensation** as required by the State of California and $1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

- **$1,000,000 Medical Malpractice** per claim and in the aggregate. Service Provider shall maintain medical malpractice insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Service Provider agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Service Provider's bid.

Maintenance of Coverage
Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers
All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation
All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)
Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting
Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation
Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible.

Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims
Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance
Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.