VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING JUNE 12, 2012 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:
		Resolution	
		Ordinance	
	\checkmark	Motion	
Fire Department Fit for Duty Exam		Discussion Only	James Jackson, Fire Chief

SYNOPSIS

A motion is requested to authorize award of a contract for the annual Fire Department Fit for Duty Medical Exams to Advocate Health and Hospitals Corporation, an Illinois non-for-profit corporation, d/b/a Advocate Occupational Health (hereinafter referred to as "Advocate Good Samaritan Hospital"), Downers Grove, Illinois.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include Exceptional Municipal Services.

FISCAL IMPACT

The FY12 General Fund budget provides \$35,000.00 for annual Fire Department Fit for Duty Medical Exams.

RECOMMENDATION

Approval on the June 12, 2012 consent agenda.

BACKGROUND

Since 1996, the Village has conducted annual Fit for Duty Medical Exams for all fire suppression personnel through a contracted service. These exams are conducted in accordance with the National Fire Protection Association Standard 1582:-Medical Requirements for Firefighters. The annual Fit for Duty Exams serve two purposes: (1) to determine if a firefighter is medically able to perform the duties of a firefighter without medical restriction; and (2) to determine if a firefighter is medically cleared to wear a respirator.

In accordance with the Village purchasing policy, an RFP was published seeking qualified vendors to provide the Fire Department Fit for Duty Exams. Three proposals were received; one was considered non-responsive because it did not offer all of the required services. Advocate Good Samaritan Hospital was the lowest responding proposer, offering all components of the required Fit for Duty Examinations. The contract with Advocate Good Samaritan Hospital also offers a continuity of services as they currently conduct the annual Fit for Duty Medical Exams.

ATTACHMENTS

Contract documents Campaign Disclosure Form



April 13, 2012

COMMUNITY RESPONSE CENTER 630.434.CALL (2255)

CIVIC CENTER

801 Burlington Avenue Downers Grove lllinois 60515-4782 630.434.5500 TDD 630.434.5511 FAX 630.434.5571

FIRE DEPARTMENT

ADMINISTRATION 5420 Main Street Downers Grove Illinois 60515-4834 630.434.5980 FAX 630.434.5998

POLICE DEPARTMENT 825 Burlington Avenue Downers Grove

Illinois 60515-4783 630.434.5600 FAX 630.434.5690

PUBLIC WORKS DEPARTMENT

5101 Walnut Avenue Downers Grave Illinois 60515-4046 630.434.5460 FAX 630.434.5495

ADDENDUM-01

RFP-0-23-2012/TT

ANNUAL OCCUPATIONALMEDICAL EVALUATION-FITNESS FOR DUTY EXAMINATION

An addendum has been posted to change the proposal due date to April 27, 2012 at 4:00 p.m.

DATE 4/21/2012 COMPANY ADUOCATE CCUPATION AND HOSPITALS

Sincerely

VILLAGE OF DOWNERS GROVE Thereso H. Tark

Theresa H. Tarka Purchasing



REQUEST FOR PROPOSAL

(Professional Services)

ADVOCATE HEALTH AND HOSPITAL CORPORATION, AN ILLINDIS NOTFOR-PROPIT CORPORATION, DIBIA

Name of Proposing Company:

ADUDCATE OCCUPATIONAN HEANTH

 Project Name:
 Annual Occupational Medical Evaluation – Fitness for Duty Examination

 Proposal No.
 RFP-023-2012/TT

 Proposal Due:
 April 18, 2012, 4:00 p.m.

 Pre-Proposal Conference:
 NA

Required of Awarded Contractor: Certificate of Insurance: Yes

Legal Advertisement Published: <u>March 28, 2012</u> Date Issued: <u>March 28, 2012</u> This document consists of <u>26</u> pages.

Return original and two duplicate copies of proposal in a sealed envelope marked with the Proposal Number as noted above to:

THERESA H. TARKA PURCHASING ASSISTANT VILLAGE OF DOWNERS GROVE 801 BURLINGTON AVENUE DOWNERS GROVE, IL 60515 PHONE: 630/434-5530 FAX: 630/434-5571

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive scaled Proposals up to April 18, 2011, 4:00 p.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: , in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment. superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. **RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210 et. seq.

9. SEXUAL HARASSMENT POLICY

- 9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
 - 9.1.1 Notes the illegality of sexual harassment;
 - 9.1.2 Sets forth the State law definition of sexual harassment; --
 - 9.1.3 Describes sexual harassment utilizing examples;
 - 9.1.4 Describes the Proposer's internal complaint process including penalties;
 - 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole

Village of Downers Grove

or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every

subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable. is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom:
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have

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been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager Village of Downers Grove 801 Burlington Ave. Downers Grove, IL 60515

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

Annual Occupational Medical Evaluation – Fitness for Duty Examination

INTRODUCTION

The Village of Downers Grove is seeking proposals for Annual Occupational Medical Evaluation – Fitness for Duty Examination for up to a two-year term (June 2012-2014), with a one-year renewable option for approximately 80 employees.

The Village of Downers Grove invites proposals from qualified organizations that are familiar with and have demonstrated the ability to meet the requirements of administering Annual Occupational Medical Evaluations in compliance with NFPA Standard 1582, and IDOL/OSHA Standards 1910.134 and 1910.120. Applicants are required to have a minimum of five years of experience in administering this type of service.

SCOPE OF SERVICE

Please submit a detailed proposal describing how you will provide services and the associated pricing to the Village of Downers Grove.

The Annual Occupational Medical Evaluation - Fitness for Duty Examination will consist of a thorough physical examination and medical history evaluation by an individual qualified to provide professional expertise in the area of occupational safety and health as they relate to public safety services, and NFPA Standard 1582 as well as IDOL/OSHA Standard 1910.134 and 1910.120. It is required that a licensed physician, board certified in occupational medicine, internal medicine, or family practice perform these examinations. A board certified physician must also possess experience in administering physical exams in compliance with NFPA Standard 1582 and IDOL/OSHA Standard 1910.120 and 1910.134. The physical must meet the intent of the National Fire Protection Association Standard 1582 and IDOL/OSHA Standard 1910.120 and 1910.134: Medical Requirement for Firefighters. Additionally, a complete health risk analysis and fitness evaluation designed to provide the individual with useful information regarding lifestyle, nutritional habits, and physical conditioning as it is related to overall health and fitness will be conducted. This information shall be reviewed by the Physician with each Department member receiving the Annual Occupational Medical Evaluation - Fitness for Duty Examination. All testing shall be conducted in a manner that preserves the privacy of the employee (patient). Prospective vendors shall submit a listing of physicians and their qualifications that will be used in administering this program.

If warranted, provider will provide such follow-up procedures as are necessary to monitor referred employees' adherence to a recommended course of treatment. Such reports will respect each employee's (patients') right to confidentiality.

The Fire Department utilizes Peer Fitness Trainers who can work with the designated vendor Physician in establishing a fitness prescription for Department members.

The Annual Occupational Medical Evaluation – Fitness for Duty Examination for the positions of Firefighter, Firefighter/Paramedic, Lieutenant, and Chief Officers consist of the following:

Physical Examination. The annual physical examination shall include each of the following components:

- 1. Vital Signs
- 2. Head, eyes, ears, nose and throat
- 3. Neck
- 4. Cardiovascular
- 5. Pulmonary
- 6. Breast
- 7. Gastrointestinal (includes rectal exam for mass, occult blood)
- 8. Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
- 9. Hernia
- 10. Lymph nodes
- 11. Neurological
- 12. Musculoskeletal
- 13. Skin (includes screen for cancers)
- 14. Vision

Blood Tests. Blood tests shall be performed annually and shall include the following:

- 1. CBC with differentials, RBC indices and morphology, and platelet count
- 2. Electrolytes (Na, K, Cl, HCO3, or CO2)
- 3. Renal Function (BUN, creatinine)
- 4. Glucose
- 5. Liver function tests, (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
- 6. Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g. percent LDL) and triglycerides
- 7. Prostate specific antigen (PSA) after age 40 for positive family history, if African American, or if otherwise clinically indicated; after age 50 for all other male members

Urine Laboratory Tests. The urine laboratory tests required shall include the following:

- 1. Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood and bilirubin
- 2. Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
- 3. Analysis for occupational chemical exposure if indicated.

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Audiology. Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

- 1. 500 Hz
- 2. 1000Hz
- 3. 2000 Hz
- 4. 3000 Hz
- 5. 4000 Hz
- 6. 6000 Hz
- 7. 8000 Hz

The fire department physician or other qualified medical evaluator shall compare audiogram results obtained during yearly evaluations with baseline and subsequent test results.

Standard threshold shifts shall be corrected for age as permitted by OSHA.

Spirometry.

Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in one second (FEV1) and the FEV1/FVC ratio.

The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results.

Results shall eb corrected according to American Thoracic Society (ATS) guidelines and normative equations found in Knudson et al. (1983) and the American College of OPccupational and Environmental Medicine (2000).

Chest Radiographs.

Chest x-rays shall include an initial baseline and shall be repeated every five years or as medically indicated.

The fire department physician or other qualified medical evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

Electrocardiograms (EKG).

A resting EKG shall be performed as part of the baseline medical evaluation and shall be obtained annually thereafter.

The fire department physician or other qualified medical evaluator shall compare EKG's obtained during yearly evaluations with baseline and subsequent EKG's.

Stress EKG with or without echocardiography or radionuclide scanning shall be performed as clinically indicated by history or symptoms.

Mammography.

Mammography shall be performed annually on each female member over the age of 40.

A qualified radiologist shall compare mammograms to prior mammograms.

The fire department physician shall compare mammography reports to prior reports.

Immunizations and Infectious Disease Screening.

- 1. Tuberculosis screen (PPD) annually
- 2. Hepatitis C virus screen
- 3. Hepatitis B virus vaccinations and titers
- 4. Tetanus/diphtheria vaccine booster every ten years
- 5. Measles, mumps, rubella vaccine (MMR) as indicated
- 6. Polio vaccine as indicated
- 7. Hepatitis A vaccine as indicated
- 8. Varicella vaccine as indicated
- 9. Influenza vaccine annually as indicated

STORAGE OF RECORDS

Please describe how you will accomplish storage of patient records per HIPPA Compliancy.

CUSTOMER SERVICE

Please describe how you will resolve customer service related issues.

FEES

Please provide fees associated with each of the preceding services

REPORTS

The vendor shall supply the following Reports:

- I. Employer
 - A. Employee is/ is not medically cleared to perform the duties of a firefighter without physical-medical restrictions.
 - B. Employee is/is not medically cleared to wear a respirator.

The above reports will be sent to the Fire Chief or his designee. If a member is found "not fit for duty" or "not cleared to wear a respirator", the detailed report will be sent to the Director of Human Resources for the Village of Downers Grove.

II. Employee

- A. Summary of medical report.
- B. Lab analysis of blood work.

The employee reports will be mailed from the vendor directly to the member via United States Postal Service.

The vendor and representative shall review and approve the style and format of all reports submitted.

If for any reason, a member is found "Not Fit for Duty" by the examining Physician, the Physician shall meet with the member to explain the portion of the exam with which the member is not in compliance. The Physician shall also forward a letter confirming his/her findings to the Director of Human Resources for the Village of Downers Grove.

All reports shall be filed within 30 days of the examination.

Stress Test and EKG results shall be reviewed by a Board Certified Cardiologist.

1V. FROPOSAL/CONTRACT FORM ***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award PROPOSER: ADVICATE HEALTH AND HISPITALS CORPORATION, AN TULINO'S NOT-PRO-PRONT CORPORTION, DIBLA Advocate Occupational Health. Date: 4/21/2012 Company Name KAY, CLELIANS @ ADUDCATEHERATH. COLL Email Address 3551 HIGHLAND ALE STE 200 Street Address of Company KAY CHERIANS Downer's Grove, IL Contact Name (Print) City, State, Zip 24-Hour Telephone 630-215-2900 Business Phone for Malwage Signature of Officer, Partner or 630 969-1060 Sole Proprietor Fax KAREN MOORE NALIWATTED Print Name & Title VICE PRESIDENT; AMBULATORY OP ATTEST: If a Corporation Signature of Corporation Secretary VILLAGE OF DOWNERS GROVE: ATTEST: Authorized Signature

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)

V. PROPOSAL/CONTRACT FORM

***THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Block Must Be Completed When A Submit	
PROPOSER: ADVOLATE HEALTH AND HUSATALS COLPORATION AN ILLI NOIS NOT PREPRIET CORPORATION, DIBLA	n,
Advocate Occupational Health	Date: 14/27/2012
Company Name	•
	KAU. CHEMANS (CATUOCATE HEALTH. CONC
3EASI HIGHLAND AVE. STE. 200 Street Address of Company	Email Address
	KAN CLEMANS
DOLONARS GROVE IL.	KAY (LEMANS Contact Name (Print)
City, State, Zip	NIA
6-30-246-2400	13-Hour Telephone
Business Phone	
	Marin Mon Malwage
<u> </u>	Signature of Officer, Partner or Sole Proprietor
rax	•
	MAREN MOORE NALIWATICO
ATTENT IS CONTRACTOR	<u>KAREN MOORE NALIWAJICO</u> Print Name & Title VICE PRESIDENT, AMELILATORYOB
ATTEST: If a Corporation	VICE MESTERNI, MUL
Signature of Corporation Secretary	
WILL OF OF DOWNEDS ODOVE.	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	
	Signature of Village Clerk
Title	Signature of Things Cloth
Date	Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE): ADVOLATE HEALTH AND HOSPITHIS CORPORTION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DIBIA
NAME: ADVOCATE CCCUPATIONAL HEALTH
ADDRESS: 2026 WINDSOR De.
CITY: QAR BROOK
STATE: <u>I</u> L
ZIP: 60523
PHONE: 630-275-2900 FAX: 630-969-1060
TAX 10 #(TIN): 36-2169147
(If you are supplying a social security number, please give your full name.)
REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE): ADVOLATE HEALTH, AND HUSPITALS LORPORATION, AN I WIND IS NOT FOR PROPIT CURPILITION, OFBA NAME: <u>ADUCCATE COULPATIONING HEALTH</u> ADDRESS: <u>P.O. DOX 70003</u>
CITY: $\underline{C} Hi CACiC$
STATE: THUNDIS ZIP: 60673-0003
TYPE OF ENTITY (CIRCLE ONE):
Individual Limited Liability Company –Individual/Sole Proprietor
Sole Proprietor Limited Liability Company-Partnership
Partnership Limited Liability Company-Corporation
Medical Corporation
Charitable/Nonprofit Government Agency
SIGNATURE: MARIN MANDALD ALD ALD DATE: 4/2-1/2012

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-D23-2012/11 Name of Project)

ADVXXATE HEALTH AND HOSPITALS CORPORATION, AN ILLINDIS NOT-FOR-PROFIT CORPORATION, DIBLA , Proposer ADVOCATE OCCUPATIONAL HEALTH hereby certifies

(Name of Proposer)

the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);

3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Haren Ma

Proposer's Authorized Agent

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or

Social Security Number

Subscribed and sworn to before me

this day of June Notary Public

OFFICIAL SEAL MARY E SCHMITZ NOTARY PUBLIC - STATE OF ILLINOIS COMMISSION EXPIRES:02/22/15

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of <u>JUIND15</u>, which operates under the Legal name of <u>ADVCATE HEALTH AND HEALTH AND HEALTHS (CRIVERATION, ANJUNO15</u>, and the full names of its Officers are as follows: *Not-FRE-PROFIT CORPORATION, JOBA ADVCATE COLUMNICATION HEALTH*

President: James H. Skogsberg	
Secretary: GAIL D. HASDrouck	
Treasurer: <u>DOMINIC MAK15</u> and it does have a corporate seal. (In the event that this Proposal is executed by other th President, attach hereto a certified copy of that section of Corporate By-Laws or other authori by the Corporation which permits the person to execute the offer for the corporation.)	
(b) <u>Partnership</u> Signatures and Addresses of All Members of Partnership:	
The partnership does business under the legal name of:	
which name is registered with the office of in the Stat	te of
(c) <u>Sole Proprietor</u> The Proposer is a Sole Proprietor whose full name is:	
and if operating under a trade name, said trade name is:	
 Are you willing to comply with the Village's preceding insurance requirements with days of the award of the contract? 	hin 13
Insurer's Name See a Hachment	
Agent	

Street Address

Auto Liability Insurance:

5.

Insurer's Name:	Westfield Insurance Company
Agent:	Mr. Thomas Hayes, Esser Hayes Insurance Group
Agent's Address:	1811 High Grove Lane, Suite 139
	Naperville, IL 60540
Agent's Phone #:	630-544-3760

General Liability & Hospital Professional Liability Insurance:

.

Advocate Self-Insured Trust
Advocate Health Care, Attn: Lauren Widder
2025 Windsor Drive
Oak Brook, IL 60523
630-990-5668

Workers' Compensation Liability Insurance:

Insurer's Name:	Crum & Froster Commercial Insurance Company
Agent:	Chris Breck, Alper Services, Inc.
Agent's Address:	60 W. Superior Street
	Chicago, IL 60610
Agent's Phone #:	312-876-7359
•	

PROPOSER'S CERTIFICATION (page 3 of 3)

City, State, Zip Code
Telephone Number
I/We affirm that the above certifications are true and accurate and that I/we have read and understand them. AN IULINDIS NOT-FOR-PROFIT CORPORATION, DIBLA Print Name of Company: ADVOCATE OCCUPATIONAL HEARTH
Print Name of Company: ADVOCATE OCCUPATIONAL HEANTH
Print Name and Title of Authorizing Signature: <u>MAREN MOORE NALIWAJKO</u> Signature: <u>Manmwe</u> Malwage VICE PRESIDENT, AMBULATA
Signature: Marmine Maludage VICE President, Ambulaty
Date: $\frac{14/2.1/2012}{2012}$

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;

2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an
explanation to this certification. ADVOCHTE HEALTH AND HOSPITALS CORPORATION,
AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DIBLA

Company Name: ADUCATE L'ICUPATIONAL	HEALTH
Address: 3551 HIGH MAND AVE. STE	. 200
City: DOWNERS GROVE	Zip Code: <u>しのちに</u>
Telephone: (630) <u>215 - 2900</u> Fax Number	: (120) 969-1060
E-mail Address: KALJ. CLELLANS @ ADVOCATEH	
Authorized Company Signature: Maren Moor	Malwage
(Print)Name: HALLEN MODEL NALTIE of Official:	VICE PRESIDENT, AMBULATORY OPS
Date:	

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has <u>not</u> contributed to any elected Village position within the last five (5) years. <u>Haller Moore Malwaylo</u> <u>HAREN MOORE NALIWA JTC</u> Signature Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information: Name of Contributor:

(company or individual)

To whom contribution was made:

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Request for Taxpayer Identification Number and Certification

	Name (as shown on your income tax return)			
	Advocate Health & Hospital Corp.			
പ	Business name/disregarded entity name, if different from above			
page	Advocate Occupational Health			
	Check appropriate box for federal tax classification:			
s on	Individual/sole proprietor 🗹 C Corporation 🔲 S Corporation 🗌 Partnership 🗍 T	rust/estate		
Print or type Specific Instructions	Umited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)		Exempt payee	
Print c inst	□ Other (see instructions) ►			
- Ei	Address (number, street, and apt. or suite no.)	Requester's name and address (optic	nal)	
Ē	2025 Windsor Drive			
	City, state, and ZIP code			
Sea	Oak Brook, IL 60523			
	List account number(s) here (optional)	· ·		
Par	t I Taxpayer Identification Number (TIN)	· · · · · · · · · · · · · · · · · · ·		
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name	line Social security number		
to ave	id backup withbolding. For individuals, this is your social security number (SSN). However, for			

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a
resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a
11N on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. Jam not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. 1 am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

instruction	s on page 4.		1	
Sign Here	Signature of U.S. person ►	Think	\mathcal{A}_{-}	Date 1/1/2012

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or
- organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 12-2011)

A TYPE OF INSURANCE POLICY NUMBER DATE (MM/DDAYY) DATE (MM/DDAYY) GENERAL LIABILITY SELF-INSURED TRUST 01/01/12 01/01/13 GENERAL AGGREGATE \$ 1,000,00 X COMMERCIAL GENERAL LIABILITY SELF-INSURED TRUST 01/01/12 01/01/13 GENERAL AGGREGATE \$ 1,000,00 X CLAIMS MADE OCCUR OCCUR 01/01/12 01/01/13 FRSONAL & ADV INJURY \$ OWNER'S & CONTRACTOR'S PROT OWNER'S & CONTRACTOR'S PROT MED EXP (Any one person) \$ \$ AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY ONE EXP (Any one person) \$ \$		wasayan marking the second	FICATE OF LIABI	and the second		and the second	4/26/2012	
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Alper Services LLC			PHONE (A/C, No.	312.6	42.1000	FAX (A/C, No); 312.944.7000
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Village of Downers Gr 801 Burlington Avenue Downers Grove, IL 60			AUTHOR	IZED REPRESE		

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COMMENTS/REMARKS

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OFREMARK

Fees, Page 1

This is the proposed fee structure for Annual Fire Department physical examinations for the positions of Firefighter, Firefighter/Paramedic, Lieutenant, and Chief Officers.

This is a confidential document applying only to the Village of Downers Grove. Advocate Occupational Health requests that this information remain confidential between AOH and the Village of Downers Grove and not shared with any other entities.

<u>Service</u>

<u>Fee</u>

Exam, Physical – Comprehensive	\$	50
Includes a complete hands-on physical by a Medical Docto	r with	h
all of the components requested by the Village of Downers	Grov	e.
Requested components with individual prices are listed		
immediately below and indented.		
Hemoccult (Gastrointestinal)	\$	17
Pap Smear/Pelvic Exam (Genitourinary)	\$	51
Vision	\$	18
CBC with differentials	\$	25
RBC indices and morphology, and platelet count		
Chem Screen	\$	35
Includes Electrolytes, Renal Function, Glucose, Liver funct	ion	
tests, Total cholesterol, HDL/LDL, clinically useful lipid ra	tios,	
and triglycerides		
Prostate Specific Antigen (PSA)	\$	59
After age 40 for positive family history, if African American	ı, or i	if
otherwise clinically indicated; after age 50 for all other ma	les	
Urine Dipstick	\$	12
Analysis for glucose, ketones, leukocyte esterase, protein, b and bilirubin	lood	
Urinalysis	\$	17
If indicated by results of Dipstick, analysis for RBC, WBC, and crystals (other analysis as requested)	casts	5
Audiology	\$	20
Spirometry	\$	39

Fees, Page 2

This is the proposed fee structure for the Interim Physical Examination for the positions of Firefighter/Paramedic, Lieutenant, or Chief Officers.

This is a confidential document applying only to the Village of Downers Grove. Advocate Occupational Health requests that this information remain confidential between AOH and the Village of Downers Grove and not shared with any other entities.

Service

<u>Fee</u>

Chest X-Ray	\$	110
Initial baseline and repeated every five years or as medically indicated		
EKG	\$	65
Reviewed by a board certified cardiologist		
Mammography	\$	210
Provided to each female over the age of 40		
Stress Test	\$	300
Reviewed by a board certified cardiologist		
Tuberculosis screen (PPD) annually	\$	15
Hepatitis C virus screen	\$	119
Hepatitis B virus vaccination	\$	60
Series of three vaccinations	E	Each
Hepatitis B Antibody Titer	\$	50
Tetanus vaccine with Pertussis booster every ten years	\$	75
Measles, Mumps, Rubella (MMR) vaccine as indicated	\$	70
Polio vaccine as indicated	\$	44
Hepatitis A vaccine as indicated	\$	90
Varicella vaccine as indicated	\$	85
Influenza vaccine annually as indicated	\$	15
Health Risk Assessment (HRA)	\$	15

Introduction and Background

Advocate Occupational Health is a division of Advocate Health and Hospitals Corporation (also known as Advocate Health Care) headquartered at 2025 Windsor Drive, Oak Brook, IL 60521.

This faith-based organization was formed in 1995 by the merger of EHS Health Care and Lutheran General Health System. Dreyer Medical Clinic joined the Advocate Health Care group in 1996. With more than 200 sites for care, Advocate Health Care is the largest provider of health services and the largest integrated healthcare network in metropolitan Chicago. This healthcare network includes nine respected acute care hospitals, two children's hospitals, a home health care company, Chicago's largest medical group, and nearly 5,000 affiliated physicians. Advocate Health Care is consistently ranked among the nation's top 10 health care systems.

Advocate Occupational Health (AOH) is the division of Advocate Health Care that specializes in physical testing and work injury treatment, providing services to the Chicago metropolitan area with 12 locations. We provide a high quality, cost-effective approach to annual and for hire screenings, as well as the treatment of occupational injuries. AOH has been performing physicals since 1991 and currently services approximately 2,000 clients. Our team is experienced in occupational medicine and focused on customer service. We offer board certified physicians along with specially trained nurses and technicians.

We focus specifically on your needs and the patient's health -providing top-notch medical care and continuous communication

Description of Services

Advocate Occupational Health (AOH) provides physical testing, drug screening, and breath alcohol testing with a scheduled appointment or on a walk-in basis; as well as initial injury/illness treatment for work related mishaps. Because AOH understands the time constraints often associated with physicals and the often immediate need for result information, AOH strives to accommodate appointments and walk-in visits as promptly as possible. Physical examination results can be called to the appropriate party and/or faxed to a confidential fax number. As a matter of course, the results are always mailed to the appropriate party(ies) according to the Village of Downers Grove requested protocol. If a hand delivery or authorized personnel pick up system works better, we can accommodate that method of delivery as well.

Our integrated computer systems allows customized reporting, including services such as: result of physical exam, respirator clearance, result of controlled substance tests, injury management reports, missed/canceled appointments, and worker's compensation referrals.

Specifically, AOH offers the following services:

- Fire and Police Department Physical Fitness for Duty Examinations (possessing experience with and adhering to all NFPA Standard 1582 and IDOL/OSHA Standard 1910.120 and 1910.134). Provided by a physician on Monday, Wednesday, and Thursday of each week unless otherwise notified.
- Specialized testing: audiometrics, pulmonary function/spirometry, vision screening
- On-site services
- Comprehensive physical examinations including pre-placement/post-offer, DOT and OSHA regulatory compliance, ADA compliant and medical surveillance
- DOT, Non-DOT and Rapid Drug Screenings, and Breath Alcohol Testing
- Comprehensive Consortium Services
- Return-to-work physicals
- Workers' Compensation Injury Care and Management
- Executive Wellness Examinations
- Ergonomic Assessments by our occupational health professionals
- Comprehensive rehabilitation programs: physical therapy, occupational therapy, functional capacity evaluations, fitness testing and back screenings
- Medical Review Officer Services
- Travel Medicine
- Wellness services

Method of Providing Services Medical Provider and Staff Information

The Advocate Occupational Health (AOH) staff prides themselves on clear communication and superior customer service. The AOH Downers Grove management team includes: Dr. Michael Piotrowski, Board Certified in Family Practice; Susan McWherter, Registered Nurse and Clinical Supervisor; and Kay Clemans, Ambulatory Account Executive. This team was created to work with our clients to design a service and communication program that meets both the technological and cultural needs of an organization.

Our clients can expect the following:

- High quality, cost-effective approach for your occupational needs
- Staff devoted entirely to occupational medicine
- Knowledge of the industry and job functions of our clients
- Compliance with regulatory requirements
- Customized programs to meet your needs and requirements
- An open line of communication with our occupational physicians
- Complete, timely, accurate, quality services

Communication methods may include, but not be limited to, the following:

- Physician contacting the Village of Downers Grove representatives as needed
- Results and medical updates via telephone and/or fax within 24 hours of the visit
- Letters and/or information mailed to employees' homes or distributed at work

Handout communications may include the following:

- Maps to the clinic
- Information page with hours of operation, main contact numbers, etc.
- Scheduling instructions
- Forms as requested

AOH utilizes an automated reporting system for customer service issue resolution in which the appropriate members of our organization are alerted pending the category and level of service issue. The system also contains a calendar component so that issues are resolved in a timely fashion. This process is used for all customer service issues and, in addition to quick resolution, it allows Advocate as an organization to identify any repetitive issues and address them as necessary to prohibit their continuance.

Storage of Records

Advocate Occupational Health (AOH) is the premier provider of comprehensive medical and physical examination services in the city of Chicago and its suburbs. As such our expertise lies in our ability to provide our services in a highly professional and confidential manner. All reports, information, or date prepared will be confidential in nature and will not be made available to anyone other than village contacts.

AOH adheres to all HIPAA guidelines and all Advocate associates have been HIPAA trained. Patient electronic records and information are secure and confidential due to our password protected computer system. Hard copies and patient files are locked in secure location when our office is closed. Notes and results pertaining to personal health records will not be released without the signed authorization of the patient.



Reports

As requested, Advocate Occupational Health (AOH) has submitted sample reports for the following scenarios:

- Employer report when employee is /is not medically cleared to perform the duties of a firefighter without physical /medical restriction(s)
- Employer report when employee is/is not medically cleared to wear a respirator
- Employee summary medical report
- Employee lab analysis of blood work

These reports follow this page. The respirator clearance is included on the "Result of Physical Exam" form. If the Village of Downers Grove would prefer a separate form for respirator clearance, AOH will supply a separate form specifically addressing this factor.

A sample summary of blood work is included. The physician will discuss these results with the patient during the second visit. If for some reason the patient is not able to attend the second visit, a letter (sample also included) will be provided to the patient along with the blood test results.

Please feel free to review the sample reports and if customization is required or if the Village of Downers Grove has their own reports they would like to use, AOH is able to comply with these requirements.

As requested by the Village of Downer Grove, the AOH physician will meet with any member found "Not Fit for Duty" to review examination findings. The AOH physician will also forward a letter confirming the findings to the Director of Human Resources for the Village of Downers Grove. The reports will be completed and filed within 30 days of the examination.

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Result of Physical Exam

The above employee was seen for:						
Post Offer Examination	Dot Recertification	Annual Physical	HazMat Clearance			
DOT Basic	Respirator Physical	Exit/Termination	Disability Evaluation			
Fitness for Duty	Return to Work Evaluation					
	Additional Servi	ces Performed:				
Blood Work	TB Skin Test	NIDA/DOT Drug Screen	Non NIDA Drug Screen			
Spirometry (PFT)	Breath Alcohol Test	Titmus Vision	Chest X-ray			
Audiometry	EKG	Lifting Screen	Hepatitis B			
Other:						

EXAM CONCLUSION:

	Medically acceptable for work of this type.					
	Medically acceptable for work of this type with accommodations. SEE COMMENTS					
	Decision is deferred. Patient to provide additional information within business days.					
	Is is not approved for use of respirator. See comments for additional information.					
	Medially UNACCEPTABLE for work of this type.					
Comments / Recomme	endations:					
PENDING TESTS:						
Drug Screen	X-Ray TB Skin Test Blood Work					
Provider Signature	Printed Name:					

20-Apr-2012 01in CLIA #17D0667123,			
ADVOCATE OCCUP/EMP HLTH DR MIROSLAW PIOTROWSKI OCCUPATIONAL HEALTH 3551 HIGHLAND AVE, STE200 DOWNERS GROVE, IL 60515 PH: (630) 275-2900 COLL. SITE ID: AOHDOWN	NAME: DOB: SSN/ID: GENDER: MALE SLIP ID: 201 REF ID: NRC	(AGE: 56 YRS) 3020539	SAMPLE ID: 11769258 COLLECTED: 04/19/12 RECEIVED: 04/20/12 REPORTED: 04/20/12 FAX: (630) 969-1060
COLL. SITE ID: AOHDOWN	REFERENCE 1: REFERENCE 2:	CHEMISTRY TESTING NONDOT DEFAULT	3
SITE ADDR: ADVOCATE OCCUP/EMP 3551 HIGHLAND AVE SUITE 200 DOWNERS GROVE, IL) LTH	SITE BRANCH: DOWN SITE PHONE: (630 SITE FAX: (630	NERS GROVE CENTER D) 275-2900 D) 969-1060
	SAMPLE TYPE	: NOT SPECIFIED : CHEMISTRIES	
HEMATOLOGY	RESULT /	STATUS (CUTOFF/EXPECTED VALUES
HEMATOLOGY WHITE BLOOD COUNT RED BLOOD COUNT HEMOGLOBIN HEMATOCRIT MEAN CORPUSCULAR VOLUME MEAN CORPUSCULAR HEMOGLOBIN MEAN CORP HEMOGLOBIN CONC NEUTROPHILS % LYMPHOCYTE % MONOCYTES % EOSINOPHILS % BASOPHILS % PLATELETS	3.6 5.08 14.3 45.4 89.3 28.1 31.5 55.2 33.8 6.2 3.6 1.2 215	LOW 2	3.0-11.0 k/mm3 1.40-5.80 m/mm3 14.0-17.5 g/dL 32.0-54.0 % 31.0-101.0 fL 26.0-34.0 pg 29.0-35.0 g/dL 11.0-80.0 % 4.0-50.0 % 3.7-10.4 % 0.2-5.4 % 0.2-1.6 % 40-370 k/mm3

* HCT AND MCV ARE ARTIFACTUALLY ELEVATED AND MCHC IS ARTIFACTUALLY DECREASED AFTER 24 HOURS IF SPECIMEN NOT RECEIVED REFRIGERATED

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FCB: CLS, AOH, DOWN, CHEM, DEFNON

20-Apr-2012 Clinical Reference Laboratory CLIA #17D0667123, #17D2005163, SAMHSA #0007, CAP #30211-03

15:31

	NAME: DOB: (AGE	: 56 YRS)	SAMPLE ID: 11709256 COLLECTED: 04/19/12
CHEMISTRIES	RESULT / STATU	3	CUTOFF/EXPECTED VALUES
GLUCOSE BLOOD UREA NITROGEN (BUN) CREATININE URIC ACID TOTAL BILIRUBIN SGOT (AST) SGPT (ALT) GAMMA GLUTAMYLTRANSFERASE ALKALINE PHOSPHATASE LACTATE DEHYDROGENASE (LDH) TOTAL PROTEIN ALBUMIN GLOBULIN ALBUMIN/GLOBULIN	105 20 1.09 7.3 0.54 35 19 15 74	2	70-125 mg/dL 6-25 mg/dL 0.60-1.50 mg/dL 4.0-8.5 mg/dL 0.10-1.20 mg/dL 0.41 U/L 0-45 U/L 2-65 U/L 30-115 U/L 100-242 U/L 6.0-8.5 g/dL 3.2-5.6 g/dL 1.1-2.3
IRON CALCIUM PHOSPHORUS SODIUM POTASSIUM CHLORIDE	91 9.3 3.2 140 4.6 101		59-158 ug/dL 8.3-10.2 mg/dL 2.7-4.5 mg/dL 135-148 mEg/L 3.5-5.3 mEg/L 98-110 mEg/L

CHEMISTRY RESULTS MAY BE INACCURATE DUE TO DELAYED CENTRIFUGATION

*

CARDIAC RISK	RESULT / STATUS	CUTOFF/EXPECTED VALUES
HIGH DENSITY LIPOPROTEIN(HDL TRIGLYCEAIDES CHOLESTEROL	54 73 245 HIGH	41-75 mg/dL 0-149 mg/dL 120-200 mg/dL
VERYLOW DENSITY LIPO. (VLDL) LOW DENSITY LIPOPROTEIN (LDL CHOLESTEROL/HDL RATIO LDL/HDL RATIO	14 176 HIGH 4.53 HIGH 3.26	5-40 mg/dL 80-130 mg/dL 1.50-4.00 0.00-3.60
THYROID PANEL	RESULT / STATUS	CUTOFF/EXPECTED VALUES
HS - TSH	1.21	0.35-5.50 uIU/mL

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20-Apr-2012

Clinical Reference Laboratory CLIA #17D0667123, #17D2005163, SAMHSA #0007, CAP #30211-03

15:3i

ADVOCATE OCCUP/EMP HLTH Dr MIROSLAW PIOTROWSKI	NAME: Dor:	(ÁGE:	56 YRS)	SAMPLE ID: 11709250 COLLECTED: 04/19/12
SERUM ANTIGENS PANEL	RESULT /	STATUS		CUTOFF/EXPECTED VALUES
	k no o co a c d A A			
PROSTATE SPECIFIC ANTIGEN	1.4			0.0-4.0 ng/mL

SERUM ANTIGEN ASSAYS ARE NOT SPECIFIC FOR MALIGNANCY AND THUS CANNOT BE INTERPRETED AS ABSOLUTE EVIDENCE OF THE PRESENCE OR ABSENCE OF MALIGNANT DISEASE. SYMPTOMS OR ELEVATED TEST RESULTS SHOULD BE REFERRED TO A PHYSICIAN FOR REPEAT TESTING AND CLINICAL EVALUATION. VALUES DETERMINED BY DIFFERENT TESTING METHODS ARE NOT INTERCHANGEABLE. -THE PROSTATE SPECIFIC ANTIGEN METHOD IS A CHEMILUMINESCENCE IMMUNOASSAY

MANUFACTURED BY SIEMENS.

URINALYSIS	RESULT	/ STATUS	CUTOFF/EXPECTED VALUES
URN SPECIFIC GRAVITY URN COLOR URN APPEARANCE LEUKOCYTE ESTERASE NITRITE URN PH URN TOTAL PROTEIN URN GLUCOSE URN KETONES URN TOTAL BILIRUBIN URN BLOOD URN WHITE BLOOD COUNT URN MHITE BLOOD COUNT URN HYALINE CASTS URN GRANULAR CASTS BACTERIA EPITHELIAL CELLS CRYSTALS YEASTS	1.015 5.0 0.00 0.00	YELLOW HAZY NEGATIVE NEGATIVE NEGATIVE NEGATIVE NEGATIVE NEGATIVE NEGATIVE	1.003-1.030 NEGATIVE NEGATIVE 5.0-8.0 0.0-14.9 mg/dL 0.00 g/dL NEGATIVE NEGATIVE NEGATIVE 0-9 HPF 0-4 HPF 0 LPF 0 LPF NEGATIVE 0-5 HPF NEGATIVE NEGATIVE NEGATIVE

Lab Director: Lisa Menninger, M.D.

ELECTRONICALLY REVIEWED BY COMPUTER

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[end of report]

3551 Highland Avenue, Suite 200 Downers Grove, IL 60515 Telephone 630.275.2900 Facsimile 630.969.1060

ZE Advocate Occupational Health

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Downers Grove Center

Dear____:

Recently you had some tests performed at our clinic, and I would like to disclose your

results to you.

Test(s) performed:

____ The results are essentially normal.

I have noted some abnormalities in your testing. Had the results indicated a dangerous condition, we would have contacted you personally. Find enclosed a copy of the results so that you may review them with your personal physician.

Your cholesterol level was elevated. I recommend the following:

I suggest you follow up with your personal physician

_____ As soon as possible

_____ In the next few weeks

.

Comments:

Please let us know if you have further questions, or would like a referral to a physician. Sincerely,
