

SHAWNEE COUNTY REQUEST FOR PROPOSALS

SUBMIT RESPONSE TO:
Shawnee County Electronic Bid System (see instructions below)

QUOTATION NO: 023-23

VENDOR _____

DATE ISSUED: 04/18/2023

ADDRESS _____

CLOSING: 2:00 P.M. 06/22/2023

PHONE _____

THIS IS NOT AN ORDER

SHAWNEE COUNTY HAS A NEW ELECTRONIC BID SYSTEM

- All vendors are required to create an online portal account (www.snco.us/purchasing) in order to receive or submit bid requests.
- All questions regarding this bid should be posted on the online Electronic Bid System.
- For problems with the online Electronic Bid System, please contact: Shawnee County Audit Finance Department. E-mail: AuditFinance@snco.us; Phone: (785) 251-4039.

1. PURPOSE OF RFP

Shawnee County, Kansas (the County) is seeking proposals to provide occupational health services to County employees. These services include, but are not limited to, pre and post offer physicals, employee drug testing, and authorized medical care for employees suffering from a work related injury. The County will award a contract to the qualified Vendor whose proposal is evaluated to be the "best proposal" to the County according to the evaluation criteria published in this RFP.

2. BACKGROUND INFORMATION

Shawnee County is located in northeast Kansas, with a population of 178,187 (2017). Its largest city, Topeka, population 126,587 (2017) is also the capital of the State of Kansas.

Shawnee County is governed by a three member, elected Board of County Commissioners. Departments are operated under the management of Elected Officials and appointed, unclassified Department Heads. Shawnee County employs approximately 1,000 permanent employees. These employees are divided into the following Departments:

Appraiser
Audit Finance / Purchasing
Board of County Commissioners
Community Corrections
County Clerk

County Counselor
Court Administration
Department of Corrections
Elections Office
Emergency Management
Facilities / Maintenance
Health Department
Human Resources
Information Technology
Parks & Recreation
Planning Department
Public Works / Noxious Weeds
Register of Deeds
Sheriff
Solid Waste / Recycling
Treasurer / Motor Vehicle

3. DEFINITIONS

- a. **Request for Proposals** - means a solicitation of proposals. The acronym "RFP" means Request for Proposals.
- b. **Vendor** - means the person or organization responding to the Request for Proposals.
- c. **Contractor** - means a person or organization who is the successful vendor and who enters into a contract with the County.
- d. **County** - means Shawnee County, Kansas.
- e. **Board** - means the Board of County Commissioners of the County of Shawnee, Kansas, the governing body of Shawnee County.
- f. **Electronic Bid System** – means the Shawnee County Electronic Bid System (“EBS”) accessed via the online portal link found at www.snco.us/purchasing.

4. SCOPE OF SERVICES

- a. **Exams:**
 - i. Pre-employment medical evaluations for safety and non-safety sensitive employees.
 - ii. Return to work (fitness for duty) examinations for safety and non-safety employees.
 - iii. DOT physical exams.
 - iv. Physical fitness examination program for law enforcement/corrections officers as defined by professional standards.
 - v. Post-exposure exams and follow-up screenings provided immediately with ongoing monitoring after report of exposure with appropriate treatment options as defined by current medical standards.
 - vi. Audiometry and basic vision exams.

vii. Tuberculosis screenings.

viii. HAZWOPER.

b. Testing:

i. Pre-employment, DOT, NIDA-5 Panel and/or NIDA-10 Panel Split Drug testing certified collection site performing; pre-employment, return-to-duty, reasonable suspicion, post-accident, and follow-up alcohol/drug testing.

ii. Breath alcohol testing (BAT) certified collection site performing: pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and follow-up alcohol testing for both safety and non-safety sensitive positions.

iii. See Attachment A for current list of physical exams and associated testing.

c. Occupational Injury/Workers' Compensation Case Management:

i. Provide preliminary examinations for injuries that are reported to be work related

ii. Provide follow-up care and case management for work related injuries.

iii. Provide professional opinion in reviewing employee's work restrictions and duty related leaves of absence.

iv. Offer rehabilitation services including physical and occupational therapy, worksite, functional capacity and ergonomic evaluations.

v. Conduct upon request medical and occupational health and safety surveillance examinations to address specific hazardous exposures or conditions in the workplace.

vi. Law enforcement physicals.

d. Other Required/Preferred Services:

i. Medical consultation to Shawnee County Human Resources staff.

ii. Provide on-site drug and alcohol testing for County departments as required.

iii. Partner with the County in administering its return to work program.

iv. All medical services and testing shall be performed at the Service Provider's facility or facilities. Testing facilities must be certified pursuant to applicable standards.

v. Wellness programs, work hardening, and educational services preferred.

vi. Services shall be provided on an as-needed basis.

vii. Participate in wellness programs and screenings to establish and promote a safety and health-conscious culture among County employees.

viii. Provide services Monday – Friday during normal business hours starting at 7:00 a.m. – 5:00 p.m. Evenings and weekend hours preferred.

- ix. Provide high level of customer service to current and prospective County employees receiving services.
- x. Must be able to schedule employees within two (2) business days for return-to-work examinations.
- xi. Clinic and walk-in scheduling preferred.
- xii. Provide urgent and after-hours care, weekend availability is also preferred.
- xiii. Provide high level of support to Shawnee County Human Resources staff regarding occupational health trends, requirements and health issues impacting County job classifications.
- xiv. Maintain confidential records of all employees/applicants examined by the office.
- xv. Collection site to maintain supply of and ensure use of appropriate Chain of Custody (COC) forms in urgent manner following appropriate protocol.
- xvi. Provide program monitoring for DOT and Non-CDL Driver Fitness exams, vaccination program follow-up, respirator testing record maintenance, etc.
- xvii. Maintain records of medical tests, examinations, evaluations, etc. for the retention period required by State and Federal laws and regulations.
- xviii. Provide accurate records and reports as required by State and Federal laws and regulations.
- xix. Provide a system that allows for efficient communication and close coordination between the Human Resources staff and the provider's clinical, administrative and billing staff for day-to-day operations needs and questions. Ability to transmit and receive information electronically and in a secure format.
- xx. Meet with County staff and designated representatives as reasonably requested.
- xxi. Staff shall be trained and experienced in urine specimen collection for drug testing and shall be breath alcohol technician certified.
- xxii. Provide convenient online resources and support is preferred.
- xxiii. Reporting to DOT Clearing House
- xxiv. Availability for hair testing for substance usage.

5. PROPOSAL CONTENT Proposals must be in electronic format and uploaded to the County's Electronic Bid System (see above.) All proposals should contain the following:

- a. **Firm Detail** - A brief letter of introduction to your firm including any qualifications you consider relevant.
- b. **Relevant Experience / References** - Provide evidence of the firm's experience in providing services for other municipalities. List other accounts the firm has served and indicate whether the County may independently contact such accounts for an appraisal of comparable services they

have received from your firm.

- c. **Lead Personnel** - Identify the lead personnel responsible to lead the delivery of the services the vendor is prepared to offer and their expected involvement. Shawnee County expects that each of the identified lead personnel providing medical care will be licensed and in good standing to perform the services in Kansas. Describe the relevant experience of the lead personnel and include their resumes and professional designations.
- d. **Staffing** – Shawnee County expects that you will have sufficient resources available to meet the service requirements of Shawnee County in a timely and efficient manner. Please provide a detailed staffing plan including organizational chart and structure for operations. Provide the same information as provided for the above for any subcontractors that you propose to engage to provide the services.
- e. **Price Proposal** - Vendors are encouraged to submit innovative financial proposals. Service Providers shall provide an itemized list of available procedures and associated prices to fulfill the Scope of Services outlined in this RFP. Under each service list each procedure that will be included and the associated price. If there are services offered at no cost, please indicate services in the list with \$0 indicated for cost. It is expected and encouraged that some vendors will bid on providing specific services only. The RFP response should clearly identify each service requested and the associated bid related thereto and/or indicate that the responding vendor is not intending to provide such specific services. If the responding vendor intends to bid on all services listed, then that vendor should clearly state so. The requested services include, but are not necessarily limited to, the following:
 - i. Pre-employment medical exams for safety sensitive staff.
 - ii. Pre-employment medical exams for non-safety sensitive staff.
 - iii. Fitness-for-Duty (return to work) exams.
 - iv. Treatment of work-related injuries and illnesses (office visits, physical therapy, etc.) 5. Non-DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident and follow-up.
 - v. DOT drug testing collection fees for pre-employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident and follow-up.
 - vi. BAT testing.
 - vii. Vaccinations.
 - viii. TB Screenings.
 - ix. Respiratory/spirometry exams.
 - x. Vision exams.
 - xi. Post-exposure screenings and treatment.
 - xii. Preventive care and educational services.
 - xiii. HAZWOPER exams.
 - xiv. Other available services
- f. **Example Forms and Reports.** Provide samples of all forms your facility uses to report exam/test

results and specify how quickly results will be available for the County. Indicate which results can be completed, submitted or retrieved online. Please provide samples of invoices, statements and any other accounting reports. Indicate which of these documents can be accessed online.

6. PROPOSAL EVALUATION FACTORS – Proposals will be evaluated by the County in accordance with the following:

- a.** Proposals shall provide a straight-forward, concise description of the Vendor’s capabilities to satisfy the requirements of this RFP. Award will be made to the vendor who represents the best overall quality and value to the County and proposals will be evaluated with an emphasis on the following:
 - i.** Qualifications and experience providing occupational health services for government agencies with similar job classifications to the County.
 - ii.** Performance (quality and efficiency) providing occupational health services to government agencies.
 - iii.** Proximity to Shawnee County employee worksites
 - iv.** Industry knowledge of occupational health services.
 - v.** Service availability, ease of process, customer service and convenience.
 - vi.** Proven systems in place for timely communication and follow-up.
 - vii.** Price.

- b.** The Shawnee County Human Resources Department will evaluate the proposals and select a vendor to be recommended to the Board of County Commissioners. The County may request that Vendors participate in in-person interviews with the Human Resources Department and/or the Board of County Commissioners. The Board of County Commissioners will make the final selection.

- c.** Discussions may be conducted with responsible vendor(s) who submit proposals determined to be responsive to the terms, conditions and requirements of this RFP for the purpose of clarification to assure full understanding of their response to these solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. The purposes of such discussions shall be to:
 - i.** Determine in greater detail such vendor’s qualifications;
 - ii.** Explore the scope and nature of the project, the vendor’s proposed method of performance, and the relative utility of alternate methods of approach; and/or
 - iii.** Determine that the vendor will make available the necessary personnel and equipment to perform within the required time.

- d.** The County is aware of the complexity of the services to be provided and the fact that there is

more than one approach or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the County's functional requirements are met.

- e. All proposals are subject to the terms and conditions of this RFP. The County reserves the right to reject any or all proposals.

7. **CONTRACT TERMS** – The following general terms and conditions will apply to any contract negotiated with the successful vendor, and a final contract for the provision of services shall be adopted between the parties.

- a. **Initial and Renewal Terms** - The initial term of the Agreement with the Contractor will be until December 31, 2026. The initial term of the Agreement will commence on the day that the Contractor and County execute a Contract.

- b. **Alternate Terms** – Vendors must provide a proposal based upon the initial term, stated above, and the financial parameters listed in this RFP, but are allowed/encouraged to provide additional alternative terms and/or financial proposals that the vendor believes would be mutually beneficial to the County and the vendor. Vendors will not be penalized for providing proposals only for the initial term. Alternative proposals are purely optional.

- c. **Licenses, Permits and Inspections** - Contractor shall be responsible for acquiring and maintaining all required licenses and permits to provide the scope of services. Contractor shall ensure that all required medical standards, training and supervision are in place.

- d. **Key Personnel** - Contractor shall assign a qualified person or persons to be in charge of its operations within the County, and shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's key personnel to the County. Such records shall be updated as personnel or contact information changes.

- e. **Staff** - Contractor will be an independent contractor of the County. Contractor will provide all labor and will be responsible for recruitment, supervision, and training of its staff. All payroll, payroll deductions, employee benefits, payroll reporting and human resources will be the responsibility of the Contractor.

- f. **Insurance** - Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from performance of its duties. Contractor shall maintain the following types of coverage and minimum limits:

- i. **Commercial General Liability:** [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2,000,000.
- ii. **Business Auto Coverage:** (Owned and non-owned autos) \$1,000,000 per occurrence limit.
- iii. **Workers Compensation and Employers Liability:** Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.

- iv. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability and Automobile Liability.
 - v. Crime: Commercial crime policy, including employee theft. The minimum limit shall be \$1,000,000 per loss. The policy must include a “Clients’ Property” endorsement.
 - vi. Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
 - vii. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the COUNTY assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Contractor’s insurance shall be primary and any insurance or self-insurance maintained by the County shall be excess and not contribute with the coverage maintained by Contractor.
 - viii. Additional Insured: The County shall be listed by ISO endorsement or its equivalent as an additional insured. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
 - ix. Cancellation: Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days’ advance written notice has been given to the County.
 - x. Subcontractors: All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Indemnification** - The Contractor shall to the fullest extent permitted by law, indemnify, hold harmless and defend the Board of County Commissioners of the County of Shawnee, Kansas (COUNTY) and all of its agents and employees from and against all claims, damages, losses and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- h. Conflict of Interest** - The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of Shawnee County and who are providing services involving this contract or services similar in nature to the scope of this contract to Shawnee County. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Shawnee County employee who has participated in the making of this contract until at least one year after his/her termination of employment with Shawnee County.
- i. Contractual Provisions Attachment** - Along with executing a contract, Vendor will be required to sign a Shawnee County Contractual Provisions Attachment (CPA) in the form attached to this RFP.

8. GENERAL PROVISIONS

- a. **Point of Contact** - The single point of contact for all inquiries as to the Request for Proposals process shall be directed to:

Shawnee County Electronic Bid System

No communication is to be had with any other County employee regarding this Request for Proposals unless otherwise stated. **Violations of this provision may result in the rejection of vendor's proposal.**

- c. **Vendor Questions About this RFP** - All inquiries requesting clarification of this RFP must be submitted in writing to the Electronic Bid System prior to the close of business on Thursday, June 15, 2023. Vendors should clearly understand that the only official answer or position of Shawnee County will be in posted on the Electronic Bid System available to all vendors responding to the Request. Failure to properly notify Shawnee County via the Electronic Bid System of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Shawnee County. Any modification to this RFP as a result of answers to written questions shall be posted on the Electronic Bid System and available to all vendors. Only written communications are binding.
- d. **Negotiated Procurement** - The County reserves the right to negotiate any part of this proposal and any subsequent contract. The vendor's proposals are to demonstrate to the County the services of a reliable and experienced contractor.
- e. **Deadline for Submission of Proposals** - Proposals must be received via the Electronic Bid System prior to the specified time of closing as designated in the RFP. All references to time shall be Topeka, Kansas time. Mailed, facsimile or e-mail proposals will not be accepted. Late proposals will be rejected.
- f. **Open Records Notice** - All proposals will be held in confidence until a contract recommendation has been made or all proposals are rejected. However, Vendors are advised that as municipality under Kansas Law, Shawnee County is subject to the provisions of The Kansas Open Records Act (KORA), which provides a right of public access to information in records under the control of a municipality. Vendors are advised that Shawnee County may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to KORA.
- g. **Submission of Proposals:** The proposal shall be received not later than **2:00 PM**, Central Standard or Daylight Savings Time, whichever is in effect, Thursday, June 22, 2023, and submitted through the Electronic Bid System as follows:

Shawnee County Electronic Bid System

All inquiries requesting clarification of the Request must be submitted through the Electronic Bid System prior to the close of business on Thursday, June 15, 2023. Vendors should clearly understand that the only official answer or position of Shawnee County will be posted on the Electronic Bid System. Failure to properly notify Shawnee County via the Electronic Bid System of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Shawnee County. Any modification to this Request will be posted on the Electronic Bid System. Only communications posted on the Electronic Bid System will be binding.

Proposals received prior to the closing date shall be kept secured and not reviewed until closing. Shawnee County shall not be responsible for the rejection of a proposal that was not received prior to the closing date. Late proposals will not receive consideration.

It is recommended that submissions be made early if possible to avoid technical difficulties. If a vendor experiences technical difficulties during submission, please contact the Shawnee County Audit Finance Department, e-mail: AuditFinance@snco.us phone: (785) 251-4039.

Any contact of this nature must be made before the submission deadline.

- h. Corrections to Proposals** - Proposals requiring corrections must be uploaded to the Electronic Bid System before closing. A proposal that is in the possession of the County may not be altered after the time and date for closing. Mailed, E-mail, fax, telephone, or verbal alterations of a proposal will not be accepted. Vendors may submit an alternative proposal provided it is received prior to the time and date of closing.
- i. Mistakes in RFP Documents** - The Vendor shall not be allowed to modify or correct mistakes in the RFP document after the closing of the proposal. Failure to complete the entire proposal may result in declaring the proposal as non-responsive and the proposal may be rejected.
- j. Withdrawal of Proposals** - A proposal that is in the possession of the County may be withdrawn by the Vendor up to the time of the RFP closing.
- k. Right to Reject All Proposals** - The County reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in its sole judgment may be in the best interest of the County.
- l. Expenses** - The County shall not, in any event, be liable for any pre-contractual expenses incurred in the preparation of a vendor's proposal, prior to execution of the contract by both parties. Pre-contractual expenses are defined as expenses incurred by the vendor in:
 - i. preparing and submitting proposal(s) to the County;
 - ii. negotiations with the County on any matter related to the contract terms, professional fees, and schedule;
 - iii. any other expenses incurred by the respondent prior to reaching agreement of the contract with the County.
- m. Intellectual Property** – By submitting a proposal, Vendor warrants that there has been no violation of trademark, copyright or patent rights in the proposal and vendor agrees to hold the County harmless from any and all liability, loss or expense occasioned by any such violation.
- n. Taxes** - The County is exempt from any taxes imposed by the State and Federal Government. Exemption certificates will be provided upon request.
- o. Unlawful Discrimination** - Vendors must comply with K.S.A. 44-1030 et. seq., mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) require solicitations or advertisements for employees include the phrase "equal opportunity employer"; and (3) allows the County to terminate their contract for default if provisions of the act are

violated.

- p. Assignment** - Vendors are prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this proposal or any resultant agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, agent, broker, company or corporation without the expressed written consent of the County.
- q. Governing Law** - Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
- r. Due Diligence** - Each Vendor shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Vendor agrees that it has satisfied itself by Vendor's own investigation and research regarding all of such conditions, and that Vendor's conclusion to enter into an Agreement and execution of an Agreement is based upon such investigation and research, and that Vendor shall make no claim against the County because of any of the estimates, statements or interpretations made by any officer or agent of the County which may prove to be erroneous in any respect. The data contained in the RFP is for informational purposes only. The County makes no warranty as to the accuracy of this information. By submitting a proposal, Vendor agrees it is the sole responsibility of the Vendor to calculate and be responsible for the prices quoted in the applicable set of RFP forms.
- s. Signature of Proposals** - Each proposal shall give the complete mailing address of the business and be signed by an authorized representative by signature with his or her name and legal title typed below the signature line. Each proposal shall include the business's Federal Employer's Identification Number.
- t. Acknowledgment of Addenda** - All proposers shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the County in writing.

NOTICE - Failure to follow requirements contained in this RFP may be cause for rejection of proposal.

Vendor's Statement of Agreement

Shawnee County, Kansas requires that all contracts include specific provisions to ensure equal employment opportunity and that all Vendors provide evidence of the adoption of an equal employment opportunity program. To comply with these requirements, all persons wishing to enter into a contract with Shawnee County shall complete and sign this agreement.

The Vendor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
 - (A) The Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 - (B) In all solicitations or advertisements for employees, the Vendor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the County;
 - (C) If the Vendor fails to comply with the manner in which the employee reports to the County in accordance with the provisions of K.S.A. 44-1031, the Vendor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - (D) If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the County which has become final, the Vendor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (E) The Vendor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.
2. Guarantee that during the performance of any agreement the Vendor and its sub-contractors, vendors, and suppliers shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and any regulations or amendments thereto.

3. Submit to the County a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the County which is evidence of the adoption of an affirmative action program.

The Vendor agrees to maintain a current and accurate plan on file with the County and shall update the plan as needed.

Company Name

Company Address

Signature and Title

Date

Submit with your proposal:

CONTRACTUAL PROVISIONS ATTACHMENT

1. **TERMS HEREIN CONTROLLING PROVISIONS**

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If, in the judgment of the Financial Officer, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee County may terminate this agreement at the end of its current fiscal year. Shawnee County agrees to give written notice of termination to proposer at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Proposer shall have the right, at the end of such fiscal year, to take possession of any equipment provided Shawnee County under the contract. Shawnee County will pay to the proposer all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Shawnee County, title to any such equipment shall revert to proposer at the end of Shawnee County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the proposer.

4. **DISCLAIMER OF LIABILITY**

Neither Shawnee County nor any departments or divisions thereof shall hold harmless or indemnify any proposer.

5. **ANTI-DISCRIMINATION CLAUSE**

The proposer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The proposer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by Shawnee County.

6. **ACCEPTANCE OF CONTRACT**

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7. **ARBITRATION, DAMAGES, WARRANTIES**

Notwithstanding any language to the contrary, no interpretation shall be allowed to find Shawnee County or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Shawnee County shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this contract, the representative of the proposer thereby represents that such person is duly authorized by the proposer to execute this contract on behalf of the proposer and that the proposer agrees to be bound by the provisions thereof.

9. **RESPONSIBILITY FOR TAXES**

Shawnee County shall not be responsible for, nor indemnify a proposer for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **INSURANCE**

Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the proposer shall bear the risk of any loss or damage to any personal property in which the proposer holds title.

11. **AUTOMATED CLEARING HOUSE (ACH)**

Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____

Attachment A

BASIC (Pre-Employment, Periodic and Fitness for Duty) Fitness for Duty exam includes only the Health History Review.)	DOT (Pre-Employment & Periodic) Forms Completion Req'd.
SECTION 1: Health History Review=Physical Exam: Head, Eyes, Ears, Throat, Neck, Lungs, Heart, Abdomen/Viscera, Hernia, Genitalia, Extremities (Limb Impairment), Back, Neurological, Lymphatics, Rectal; Basic Vision Screening; Basic Hearing Screening; Height and Weight Measurement; Blood Pressure and Pulse Rate.	Health History Review=Physical Exam: General Appearance, Eyes, Ears, Mouth/Throat, Heart, Lungs/Chest (not incl. breast exam), Abdomen/Viscera, Vascular System, Genitourinary System, Extremities (Limb Impairment), Spine-Other Musculoskeletal, Neurological; Basic Vision Screening; Basic Hearing Screening; Height and Weight Measurement; Blood Pressure and Pulse Rate.
TB Skin Test (Only if TB Test box is marked above)	TB Skin Test
Urinalysis (Without Micro, Non-Automated)	Urinalysis (Without Micro, Non-Automated)
Lifting Evaluation (Optional)	Lifting Evaluation (Optional)
Audiogram (Optional)	Audiogram (Optional)
SHERIFF (Pre-Employment)	HAZWOPER (Pre-Employment, Periodic & Exit) Forms Completion Req'd.
Health History Review=Physical Exam w/Lifting Evaluation: Head, Nose, Throat, Chest (Heart/Lungs), Peripheral Vascular System, Abdomen/Rectum, (Incl. Hernia Exam), Spine and other Components of the Musculoskeletal System, Genitourinary System, Skin, Nervous System; Basic Vision Screening; Height and Weight Measurement; Blood Pressure and Pulse Rate.	Health History Review=Physical Exam w/Lifting Evaluation: Head, Nose, Throat, Chest (Heart/Lungs), Peripheral Vascular System, Abdomen/Rectum, (Incl. Hernia Exam), Spine and other components of the Musculoskeletal System, Genitourinary System, Skin, Nervous System; Basic Vision Screening; Height and Weight Measurement; Blood Pressure/Pulse Rate/Respiration/Temperature.
Color Vision Testing	Color Vision Testing
Audiogram	Audiogram
Urinalysis (Micro)	Urinalysis (Micro)
Blood Chemistry Profile (Albumin, Alkaline Phosphatase, ALT (SGPT), AST (SGOT), BUN, Calcium, Serum Chloride, C02, Creatinine, Total Bilirubin, Direct Bilirubin, Glucose Test, Potassium Test, Total Protein, Serum Sodium, Gamma-GT, LDH, Phosphorus, Uric Acid, Cholesterol) including CBC	Blood Chemistry Profile (Albumin, Alkaline Phosphatase, ALT (SGPT), AST (SGOT), BUN, Calcium, Serum Chloride, C02, Creatinine, Total Bilirubin, Direct Bilirubin, Glucose Test, Potassium Test, Total Protein, Serum Sodium, Gamma-GT, LDH, Phosphorus, Uric Acid, Cholesterol) including CBC
EKG	EKG
Chest X-ray (2 Views)	Chest X-ray (2 Views)
Spirometry (Pulmonary Lung Function)	Spirometry (Pulmonary Lung Function)
TB Skin Test	TB Skin Test
	Heavy Metal Blood Screen (Cadmium, Arsenic, Lead, Mercury, Benzene, Protoporphyrin) (RECYCLING EMPLOYEES ONLY.)
ADDITIONAL TESTING	
TB Test (If the first one is not read, applicant is responsible for charge.)	
Chest X-ray (2 Views) (If applicant/employee has positive TB history or positive TB results.)	
Blood Chemistry Profile incl. CBC (If provider deems medically necessary.) (Same as listed above for Sheriff and HHW exam.)	
Respirator Exam	