

# RESOLUTION

21-263

No. \_\_\_\_\_

Date of Adoption July 8, 2021

Approved as to Form and Legality

Factual content certified by

CITY ATTORNEY, Scott JAM

ADAM E. CRUZ, BUSINESS ADMINISTRATOR

Councilman /woman

HARRISON

presents

the following Resolution:

**RESOLUTION AWARDING A CONTRACT THROUGH A COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL PROCESS WITH CAPITAL HEALTH OCCUPATIONAL HEALTH CENTER FOR OCCUPATIONAL HEALTH CLINIC SERVICES FOR THE CITY OF TRENTON FOR A PERIOD OF ONE (1) YEAR FROM JUNE 1, 2021 TO MAY 31, 2022 IN AN AMOUNT NOT TO EXCEED \$164,300.00 PER YEAR- CC2021-02**

**WHEREAS**, Resolution Number 07-232 authorized the utilization of competitive contracting in lieu of public bidding for Occupational Health Clinic Services as required pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1 et. seq.; and

**WHEREAS**, Pursuant to N.J.S.A.40A:11-4.5, et seq., a Request for Competitive Contracting Proposals was advertised and one (1) proposal was received on April 28, 2021 and was evaluated based on criteria that included experience and qualifications, quality of technical proposal, price proposal and responsiveness to the specifications; and

**WHEREAS**, the proposal of Capital Health Occupational Health Center, 4065 Quakerbridge Road, Suite #104, Princeton Junction, New Jersey 08550 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

**WHEREAS**, said proposal is for an amount not to exceed \$164,300.00 per year for a period of one (1) year, with an option to extend two (2) additional one (1) year extensions; for Occupational Health Clinic Services for the City of Trenton, Department of Administration, Division of Personnel. The City of Trenton shall award this contract from June 1, 2021 to May 31, 2022; and

**WHEREAS**, said proposal is for a total amount not to exceed \$164,300.00 per year have been certified in the following account number: 1-01- -80-8060-290 FY'2021, \$13,691.67 (6/1/2021 to 6/30/2021), FY'2022, \$150,608.33 (7/1/2021 to 5/31/2022); with an option to extend two (2) additional one (1) year extensions at the same total amount per year.

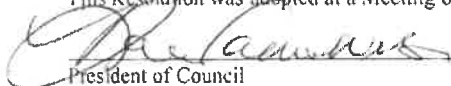
# RESOLUTION

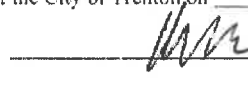
**NOW, THEREFORE, IT IS RESOLVED**, by the City Council of the City of Trenton as follows:

1. The Mayor is hereby authorized to execute a contract with Capital Health Occupational Health Center, 4065 Quakerbridge Road, Suite #104, Princeton Junction, New Jersey 08550 for Occupational Health Clinic Services for a period of one (1) year with an option to extend two (2) additional one (1) year extensions for the said purposes in the manner prescribed by law for the City of Trenton, Department of Administration, Division of Personnel.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
<i>Blackley</i> BUTLER	✓				MCBRIDE	✓				VAUGHN	✓			
CALDWELL	✓				MUSCHAL	✓								
WILSON														
HARRISON	✓				RODRIGUEZ	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on July 8, 2021

  
President of Council

  
City Clerk

**CONTRACT**  
**COMPETITIVE CONTRACTING REQUEST FOR PROPOSAL**  
**CC2021-02**  
**RESOLUTION 21-263**  
**OCCUPATIONAL HEALTH CLINIC SERVICES**  
**CAPITAL HEALTH OCCUPATIONAL HEALTH CENTER**

THIS CONTRACT, made this 9TH day of JULY 2021 by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **CAPITAL HEALTH SYSTEM, INC. ALSO REFERRED TO AS THE OCCUPATIONAL HEALTH CENTER, 4065 QUAKERBRIDGE ROAD, SUITE #104, PRINCETON JUNCTION, NEW JERSEY 08550**("CONTRACTOR")

WHEREAS, the City has a need for **PROFESSIONAL OCCUPATIONAL HEALTH CLINIC SERVICES FOR A PERIOD OF ONE (1) YEAR WITH AN OPTION TO EXTEND TWO (2) ADDITIONAL ONE (1) YEAR EXTENSIONS** for the City of Trenton, Department of Administration.

WHEREAS, Contractor agrees to provide **PROFESSIONAL OCCUPATIONAL HEALTH CLINIC SERVICES** for a period of one (1) year with an option to extend two (2) additional one year extensions upon in the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

**1. PROFESSIONAL SERVICES:**

The City agrees to retain **CAPITAL HEALTH SYSTEM, INC. ALSO REFERRED TO AS THE OCCUPATIONAL HEALTH CENTER, 4065 QUAKERBRIDGE ROAD, SUITE #104, PRINCETON JUNCTION, NEW JERSEY 08550** hereinafter set forth at the request of and under the general supervision for the City of Trenton, Department of Administration.

**2. SCOPE OF SERVICES**

**SEE SCOPE OF SERVICES SECTION BELOW:**

**The Occupational Health Physician and Director of the Clinic are responsible for the treatment and diagnosis of City employees in the following manner:**

- A. Pre-Employment Examinations
  - 1. Pre-employment physical examinations shall be conducted in accordance with this Contract and instructions from the applicable City of Trenton Representative. Copies of results shall be forwarded to the applicable City of Trenton Personnel Representative(s).
  - 2. Contractor shall provide medical examinations and related services to persons who are referred by the City and who produce satisfactory photogenic identification.
  - 3. The Contractor shall:
    - a. Perform pre-employment medical examinations to include:
      - i. Review of a Health Questionnaire (Questionnaire forms to be provided by Contractor).
      - ii. Physical examination.
      - iii. Conduct medical evaluations and provide reports indicating problem areas and identifying job limitations.
      - iv. Laboratory work as agreed upon by the COT and the Contractor for the type of Pre-employment physical being

requested:

(a) Urinalysis (the City will notify the Contractor if the test will be a dip or microscopic)

(b) Blood

v. Objective spinal testing to include flexibility and lifting.

b. Assure that all facets of the pre-employment examination are performed by a duly licensed physician with the exception of routine details associated with the examination which may be performed by qualified support personnel under the supervision of a licensed physician.

c. Assure that the medical examination is performed in accordance with professional medical standards and includes all aspects delineated on the Report of Physical Examination provided by the Contractor.

Maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations within three (3) working days from date of request.

d. Based on the information obtained from the pre-employment examination, Contractor shall make a determination, in the following manner, as to the suitability of the applicant to perform the essential duties of his/her assigned position:

i. Employee can perform essential duties of assigned position without restriction,

ii. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,

iii. Employee cannot perform essential duties of assigned position.

e. Contractor shall provide the City of Trenton Personnel Department with a typed narrative report of examination within three (3) working days from the date of examination. The report must contain a statement that the individual, in the physician's professional opinion, can or cannot physically perform the required duties to be assigned in the manner described above.

f. Contractor shall maintain permanent files on each individual examined, which may include: Health History Questionnaire, Report of Medical Examination, Laboratory Records, X-Rays and other related documentation.

g. Any procedures other than routine pre-employment procedures require prior approval from the applicable City of Trenton Personnel Representative.

#### **B. Return to Work Examinations**

1. Employees who meet the criteria defined in the current City Administrative Directives and Policies may be required to have a return to work evaluation. Contractor will adhere to the standard of care and shall evaluate the ability of the employee's ability to return to work productively and without detriment to their health. The Contractor is responsible for obtaining any and all pertinent medical information from the employee and the employee's private physician to make the determination of work status. Diagnostic testing and medical treatment shall not be performed by the Contractor to determine the work status of the employee.

2. Contractor shall date and time stamp all employees in and out and provide the information on a Work Status Form acceptable to the City. Contractor shall provide the employee with the Work Status Form with the employee's name, work status and work restrictions on a form acceptable

to the City. A copy of the Work Status Form shall be furnished to the applicable City of Trenton Personnel Representative on the same day. Contractor shall not forward a report containing the employee's condition or diagnosis, but shall instead, keep that information in their permanent records.

3. The work status' provided to the City of Trenton shall be, either:
  - a. Employee can perform essential duties of assigned position without restriction,
  - b. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,
  - c. Employee cannot perform essential duties of assigned position.

#### **C. Fitness for Duty Examinations**

Contractor may be required to perform Fitness for Duty examinations. Fitness for Duty exams shall be limited to job related factors and shall be consistent with business necessity as directed by the City's Personnel Representative. The City will schedule Fitness for Duty exams with the Contractor.

#### **D. Drug and Alcohol Testing**

Drug or alcohol testing may be requested for:

1. Pre-employment testing
2. CDL Random Testing, to be conducted on a random basis spread throughout the calendar year (Respondent must be certified to conduct CDL drug testing)
3. Reasonable Suspicion Testing, to be scheduled by City of Trenton Personnel Representative
  - a. Alcohol and/or controlled substance testing will be required when the City has reasonable suspicion belief that can be described and is based on objective facts that an employee is under the influence of a controlled substance or alcohol.
4. Return to work testing - At the request of the City, an employee may require a return to work drug or alcohol test.
5. On-Notice Random Testing

City supervisors have been advised that an employee and attending supervisor or designee cannot leave the Contractor's facility until they are told by the Contractor that the test is complete. Therefore, the Contractor will be responsible for notifying the attending supervisor or designee the test is complete prior to dismissing the employee. In the event an employee leaves the facility prior to completion of the test, Contractor shall fax notice of the incomplete test to the City's Personnel Representative.

#### **E. Other Services**

1. At the City's request, the Contractor will contact a treating physician for Family Medical Leave clarification.
2. Perform surveillance physicals which could include respirator, audiometric exams, asbestos exams, HazMat exams, biological monitoring (for metals, pesticides, radiation and exposures), CDL/DOT exams.
3. Compare previous exams with current exams and notify the City of Trenton Personnel Representative of changes or shifts.
4. Perform TB Testing
5. Vaccinations (TB, Hepatitis, Influenza etc.), including on-site group vaccinations (TB, Hepatitis, Influenza etc.) as requested by one of the City's designated Contract Representatives.
6. Telephone evaluation and/or medical examination, (if necessary), of employees for clearance to work while under medication,

(prescribed or non-prescribed, over-the-counter medications). Contractor shall have a process in place to address the effect of a reported medication on an employee's ability to work safely on same day notification. The Contractor will develop a Physician Clearance Form, (for prescription and non-prescription drugs) to document the physician recommendation. The Contractor shall have a duly licensed physician call the employee. If possible to clear the employee over the phone, the Contractor shall fax a clearance form to the City of Trenton. If it is deemed medically necessary, the physician shall have the employee report to the medical facility for an examination. The physician shall make a determination on the employee's ability to work while under the reported medication in the following manner:

- i. Employee can perform essential duties of assigned position without restriction,
- ii. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,
- iii. Employee cannot perform essential duties of assigned position.

The Contractor shall provide the Physician Clearance form to Personnel Division on the same day the Contractor has completed the evaluation. The Contractor will assist the City in developing standardized informed consent forms allowing employees to release pertinent medical records to the City of Trenton.

7. Perform medical examinations for disability retirements upon request. The contractor shall provide the requesting party with a preliminary report within three (3) business days. If the report is preliminary only, and not a complete report, then the reason for the delay shall be provided on the preliminary report. The completed report shall be provided in a time frame not to exceed two (2) weeks of the evaluation.

8. Contractor may be required to perform the administration of an OSHA approved Respirator, including SCBA qualitative and quantitative fit test. The use of any proposed sub-consultants will be subject to prior approval by the City.

9. The Contractor shall provide both general and expert testimony upon the City's request.

10. Provide consultative services regarding establishing policies governing the City's health programs.

## **II. Group Two – Services for Trenton Fire Department (TFD)**

Contractor shall perform the following for TFD:

- A. Pre-Employment Examinations
  1. Results shall be sent as required in 11.B. 1. (Personnel Representative) and to the TFD Contract Representative.
  2. Pre-employment medical examinations for TFD personnel must also be in accordance with NFPA 1582.
  3. Any procedures other than routine pre-employment procedures require prior approval from the City of Trenton's Personnel Representative.
  4. Hepatitis Profile to include Hepatitis A, B and C Antibody testing.
  5. Exposure protocol information for commissioned TFD employees will need to comply with NFPA 1581.
- B. Return to Work Examination  
No additional requirements.
- C. Fitness for Duty  
No additional requirements
- D. Drug and Alcohol Testing

During the course of random drug testing for Fire Personnel, in the case of a disputed result, the affected employee may request a split sample test. The employee will be financially responsible for the cost of this procedure.

**E. Other Services**

Perform annual surveillance physicals, including, audiometric exams, asbestos exams, HazMat exams, biological monitoring (for metals, pesticides, radiation and exposures), CDL/DOT exams.

**F. Annual Fire Department Evaluations**

Contractor shall provide an annual medical examination and related services to uniformed members (approximately 220 in number) of the Trenton Fire Department (TFD). This examination shall be part of Preventive Medicine/Physical Fitness Program designed to reduce the firefighters risks for job related injuries and illnesses and to assure maintenance of physical capacity to meet job requirements.

**a. Services:**

i. Contractor shall provide telephone or in-person professional medical consultation to all members of the Trenton Fire Department and the Infection Control Officer as needed for industrial injury or exposure to communicable disease.

**G. Contractor shall complete annual screening evaluation of all uniformed members of Trenton Fire Department within a fiscal year (July 1 - June 30).**

Contractor shall provide telephone or in-person professional medical consultation to personnel requiring Critical Incident Stress Debriefing (CISD) to determine work status.

**III. GROUP THREE - Services for all Trenton Police Department (TPD)**

Contractor shall perform all the requirements of Group One for TPD in addition to the following:

**A. Pre-Employment Examinations**

1. Pre-employment physical examinations are conducted in accordance with New Jersey State Attorney General guidelines pursuant to law enforcement officers.

2. Contractor shall send results to the Personnel Officer and the TPD Department Director. Contractor shall notify both of the above-mentioned officials when there is a potential medical disqualification.

**3. The Contractor shall:**

**a. Perform pre-employment medical examinations to include:**

i. Health Questionnaire (Questionnaire forms to be provided by Contractor).

ii. Respirator Physical Questionnaire (Questionnaire forms to be provided by Contractor or the City of Trenton), audiogram, audiometry, x-ray - chest PA-view, exam, rectal optional hemocult if patient is over 40, and pulmonary function.

iii. Medical examination as required by the State Attorney General guidelines.

iv. Medical evaluations and reports indicating problem areas and identifying job limitations.

(a) Laboratory work required by the State Attorney General guidelines.

(b) Assure that all facets of the Pre-employment Medical Examinations are performed by a duly licensed physician certified by the State of New Jersey, with the exception of routine details

associated with the examination which may be performed by qualified support personnel under the supervision of a licensed physician.

(c) Hepatitis A and B Antibodies Titer.

4. Based on the information obtained from the pre-employment physical, Contractor shall make a determination, in the following manner, as to the suitability of the applicant to perform the essential duties of a peace officer.

- a. Determine whether employee can perform essential duties of assigned position without restriction.
- b. Determine whether employee can perform essential duties of assigned position with restriction(s) listed therein.
- c. Determine whether employee cannot perform essential duties of assigned position.

5. Contractor shall provide to City of Trenton's Personnel Division, one (1) copy of the pre-employment medical evaluation for all commissioned positions so that TPD will meet New Jersey Law Enforcement Officers Advisory Council regulations.

6. Any procedures other than routine pre-employment procedures require prior approval from the City of Trenton's Personnel officer or designee.

**B. Return to Work Examinations**

No additional requirements.

**C. Fitness for Duty**

No additional requirements.

**D. Other Services.**

1. Contractor shall provide 24-hour telephone or in-person professional medical consultation to all members of the Trenton Police Department and the Infection Control Officer, as needed for industrial injury or exposure to communicable disease.

**3. DURATION OF THE CONTRACT AND COMPENSATION:**

This contract shall remain in full force and effect for a period of for one (1) year from June 1, 2021 to May 31, 2022 in an amount not to exceed \$164,300.00 per year; with an option to extend two (2) additional one (1) year options in an amount not to exceed \$164,300.00 for FY'2023. If the City of Trenton exercises either one (1) year extension option, Capital Health may decline to continue to provide services with one hundred and twenty (120) days' notice.

- (a) All work performed by the must be continuous with no interruption in services to complete the project.
- (b) The Contractor shall submit monthly bills complete with appropriate support documentation to justify said billing.
- (c) From June 1, 2021 to May 31, 2022, the City of Trenton shall pay for capitated services in the amount of \$164, 300.00 to be paid at a monthly rate of \$13,691.67. "Capitated services" means those services delineated in Addendum A attached hereto and incorporated herein. Capitated Services requested in excess of the maximum volumes set out in Addendum A will be billed as incurred based upon the pricing set out in Addendum B, attached hereto and incorporated herein.
- (d) From June 1, 2021 to May 31, 2022, the City of Trenton shall pay for Ancillary Services in the amounts specified Addendum B for each service provided by Contractor. "Ancillary services" means those services set out in Addendum B to be billed based on pricing set out in Addendum B attached.



**4. STATUS OF CONTRACTOR:**

It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

**5. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

**6. INTEGRATION:** Resolution #21-263 and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

**7. ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

**8. GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

**9. MISCELLANEOUS PROVISIONS:**

- a. Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals

prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county.

employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code [N.J.A.C. 17:27].
- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
  - 1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
  - 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
  - 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

NAME: Dr. Magrazele, Ph.D. FACHE  
TITLE: President + CEO

12/14/2021  
DATE

CAPITAL HEALTH SYSTEM, INC.  
OCCUPATIONAL HEALTH CENTER  
4065 QUAKERBRIDGE ROAD  
SUITE #104  
PRINCETON JUNCTION, NEW JERSEY 08550

\_\_\_\_\_  
DATE

Seal: \_\_\_\_\_

Attest: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

Matthew H. Conlon  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

W. Reed Gusciora  
W. REED GUSCIORA  
MAYOR

February 8, 2022  
DATE

2-7-22  
DATE

II. **Scope of Services:**

The Occupational Health Physician and Director of the Clinic are responsible for the treatment and diagnosis of City employees in the following manner:

A. **Pre-Employment Examinations**

1. Pre-employment physical examinations shall be conducted in accordance with this Contract and instructions from the applicable City of Trenton Personnel Representative. Copies of results shall be forwarded to the applicable City of Trenton Personnel Representative(s).
2. Contractor shall provide medical examinations and related services to persons who are referred by the City and who produce satisfactory photographic identification.
3. The Contractor shall:
  - a. Perform pre-employment medical examinations to include:
    - i. Review of a Health Questionnaire (Questionnaire forms to be provided by Contractor).
    - ii. Physical examination.
    - ii. Conduct medical evaluations and provide reports indicating problem area and identifying job limitations.
    - iii. Laboratory work as agreed upon by the COT and the Contractor for the type of Pre-employment physical being requested:
      - (a) **Urinalysis** (the City will notify the Contractor if the test will be a dip or microscopic)
      - (b) **Blood**
    - iv. Objective spinal testing to include flexibility and lifting.
  - b. Assure that all facets of the pre-employment examination are performed by a duly licensed physician with the exception of routine details associated with the examination which may be performed by qualified support personnel under the supervision of a licensed physician.

- c. Assure that the medical examination is performed in accordance with professional medical standards and includes all aspects delineated on the Report of Physical Examination provided by the Contractor.

Maintain an operational capability that will, under normal circumstances, provide for the scheduling of examinations within three (3) working days from date of request.

- d. Based on the information obtained from the pre-employment examination, Contractor shall make a determination, in the following manner, as to the suitability of the applicant to perform the essential duties of his/her assigned position:
  - i. Employee can perform essential duties of assigned position without restriction,
  - ii. Employee can perform essential duties of assigned position with restriction(s) , restrictions must be specified,
  - iii. Employee cannot perform essential duties of assigned position.
- f. Contractor shall provide the City of Trenton Personnel Department with a typed narrative report of examination within three (3) working days from date of examination. The report must contain a statement that the individual, in the physician's professional opinion, can or cannot physically perform the required duties to be assigned in the manner described above.
- g. Contractor shall maintain permanent files on each individual examined, which may include: Health History Questionnaire, Report of Medical Examination, Laboratory Records, X-Rays and other related documentation.
- h. Any procedures other than routine pre-employment procedures require prior approval from the applicable City of Trenton Personnel Representative.

#### **C. Return to Work Examinations**

- 1. Employees who meet the criteria defined in the current City Administrative Directives and Policies may be required to have a return to work evaluation. Contractor will adhere to the highest professional standards and shall evaluate the ability of the employee's ability to return to work productively and without detriment to their health. The Contractor is responsible for obtaining any and all pertinent medical information from the employee and the employee's private physician to make the determination of work status. Diagnostic testing and medical treatment shall not be performed by the Contractor to determine the work status of the employee.
- 2. Contractor shall date and time stamp all employees in and out and provide the information on a Work Status Form acceptable to the City. Contractor shall provide the employee with the Work Status Form with the employee's name, work status and work restrictions on a form acceptable to the City. A copy of

the Work Status Form shall be furnished to the applicable City of Trenton Personnel Representative on the same day. Contractor shall not forward a report containing the employee's condition or diagnosis, but shall instead, keep that information in their permanent records.

3. The work status' provided to the City of Trenton shall be, either:
  - a. Employee can perform essential duties of assigned position without restriction,
  - b. Employee can perform essential duties of assigned position with restriction(s), restrictions must be specified,
  - c. Employee cannot perform essential duties of assigned position.

#### **D. Fitness for Duty Examinations**

Contractor may be required to perform Fitness for Duty examinations. Fitness for Duty exams shall be limited to job related factors and shall be consistent with business necessity as directed by the City's Personnel Representative. The City will schedule Fitness for Duty exams with the Contractor.

#### **E. Drug and Alcohol Testing**

Drug or alcohol testing may be requested for:

1. Pre-employment testing
2. CDL Random Testing, to be conducted on a random basis spread throughout the calendar year (Respondent must be certified to conduct CDL drug testing)
3. Reasonable Suspicion Testing, to be scheduled by City of Trenton Personnel Representative
  - a. Alcohol and/or controlled substance testing will be required when the City has reasonable suspicion belief that can be described and is based on objective facts that an employee is under the influence of a controlled substance or alcohol.
4. Return to work testing - At the request of the City, an employee may require a return to work drug or alcohol test.
5. On-Notice Random Testing

City supervisors have been advised that an employee and attending supervisor or designee cannot leave the Contractor's facility until they are told by the Contractor that the test is complete. Therefore, the Contractor will be responsible for notifying the attending supervisor or designee the test is complete prior to dismissing the employee. In the event an employee leaves the facility prior to

completion of the test, Contractor shall fax notice of the incomplete test to the City's Personnel Representative.

**F. Other Services**

1. At the City's request, the Contractor will contact a treating physician for Family Medical Leave clarification.
2. Perform surveillance physicals which could include respirator, audiometric exams, asbestos exams, HazMat exams, biological monitoring (for metals, pesticides, radiation and exposures), CDL/DOT exams.
3. Compare previous exams with current exams and notify the City of Trenton Personnel Representative of changes or shifts.
4. Perform TB Testing
5. Vaccinations (TB, Hepatitis, Influenza etc.), including on-site group vaccinations (TB, Hepatitis, Influenza etc.) as requested by one of the City's designated Contract Representatives.
6. Telephone evaluation and/or medical examination, (if necessary), of employees for clearance to work while under medication, (prescribed or non-prescribed, over-the-counter medications). Contractor shall have a process in place to address the effect of a reported medication on an employee's ability to work safely on same day notification. The Contractor will develop a Physician Clearance Form, (for prescription and non-prescription drugs) to document the physician recommendation. The Contractor shall have a duly licensed physician call the employee. If possible to clear the employee over the phone, the Contractor shall fax a clearance form to the City of Trenton. If it is deemed medically necessary, the physician shall have the employee report to the medical facility for an examination. The physician shall make a determination on the employee's ability to work while under the reported medication in the following manner:
  - i. Employee can perform essential duties of assigned position without restriction,
  - ii. Employee can perform essential duties of assigned position with restriction(s) , restrictions must be specified,
  - iii. Employee cannot perform essential duties of assigned position.

The Contractor shall provide the Physician Clearance form to Personnel Division on the same day the Contractor has completed the evaluation.

The Contractor will assist the City in developing standardized informed consent forms allowing employees to release pertinent medical records to the City of Trenton.

7. Perform medical examinations for disability retirements upon request. The contractor shall provide the requesting party with a preliminary report within 3 business days. If the report is preliminary only, and not a complete report, than the reason for the delay shall be provided on the preliminary report. The completed report shall be provided in a time frame not to exceed two weeks of the evaluation.



8. Contractor may be required to perform the administration of an OSHA approved Respirator, including SCBA qualitative and quantitative fit test. The use of any proposed sub-consultants will be subject to prior approval by the City.
9. The Contractor shall provide both general and expert testimony upon the City's request.
10. Provide consultative services regarding establishing policies governing the City's health programs.

## **II. GROUP TWO - Services for Trenton Fire Department (TFD)**

Contractor shall perform all the requirements of Group One for TFD in addition to the following:

### **A. Pre-Employment Examinations**

1. Results shall be sent as required in II.B.1. (Personnel Representative) and to the TFD Contract Representative.
2. Pre-employment medical examinations for TFD personnel must also be in accordance with NFPA 1582.
3. Any procedures other than routine pre-employment procedures require prior approval from the City of Trenton's Personnel Representative.
4. Hepatitis Profile to include Hepatitis A, B and C Antibody testing.
5. Exposure protocol information for commissioned TFD employees will need to comply with NFPA 1581.

### **C. Return to Work Examination**

No additional requirements.

### **D. Fitness for Duty**

No additional requirements

### **E. Drug and Alcohol Testing**

During the course of random drug testing for Fire Personnel, in the case of a disputed result, the affected employee may request a split sample test. The employee will be financially responsible for the cost of this procedure.

### **F. Other Services**

Perform annual surveillance physicals, including, audiometric exams, asbestos exams, HazMat exams, biological monitoring (for metals, pesticides, radiation and exposures), CDL/DOT exams.

**G. Annual Fire Department Evaluations**

Contractor shall provide an annual medical examination and related services to uniformed members (approximately 220 in number) of the Trenton Fire Department (TFD). This examination shall be part of a Preventive Medicine/Physical Fitness Program designed to reduce the firefighters risks for job related injuries and illnesses and to assure maintenance of physical capacity to meet job requirements.

a. Services:

- i. Contractor shall provide telephone or in-person professional medical consultation to all members of the Trenton Fire Department and the Infection Control Officer as needed for industrial injury or exposure to communicable disease.

- h. Contractor shall complete annual screening evaluation of all uniformed members of Trenton Fire Department within a fiscal year (July 1 – June 30).

Contractor shall provide telephone or in-person professional medical consultation to personnel requiring Critical Incident Stress Debriefing (CISD) to determine work status.