

**CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: EL PASO FIRE DEPARTMENT

AGENDA DATE: JANUARY 8, 2013

CONTACT PERSON/PHONE: CARLOS CARMONA, INTERIM FIRE CHIEF, 485-5610
BRUCE D. COLLINS, PURCHASING MANAGER, 541-4313

DISTRICT (S) AFFECTED: ALL

SUBJECT:

That the City Manager be authorized to sign an agreement for baseline physical exams services for firefighters (Solicitation No. 2012-183R) between the City and El Paso Healthcare Systems, Ltd, dba Las Palmas Del Sol Healthcare for a contract term of three (3) years beginning on January 8, 2013 with an option to extend for one (1) additional two-year period.

The total estimated amount is \$576,397.20 (3 years) for Part A, B, C and D of the required physicals and the rehabilitation follow up sessions if needed based on the amount of \$128.00 per session.

BACKGROUND / DISCUSSION:

The El Paso Fire Department provides annual baseline screening and physicals to all firefighters and is required by contractual collective bargaining agreement.

SELECTION SUMMARY:

Solicitation was advertised on 7/31/2012 and 8/7/2012. The solicitation was posted on City website on 7/31/2012. The email (Purmail) notification was sent out on 7/31/2012. Total of twenty-three (23) bidders with nineteen (19) local vendors were solicited and three (3) bids were received with two (2) being local vendors.

PRIOR COUNCIL ACTION:

Yes, City Council awarded Contract 2009-252R Baseline Physical Exams for FF on August 25, 2009.

AMOUNT AND SOURCE OF FUNDING:

Dept: Fire
Amount: \$576, 397.20 plus \$128.00 per session if needed (3 years)
Funds: Dept: 322 Div: 22120 Acct: 521120 Fund: 1000
Funds Source: General Fund – Healthcare Providers Service

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____
Name Signature Date

**COUNCIL PROJECT FORM
(RESOLUTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **JANUARY 8, 2013**.

That the City Manager be authorized to sign an agreement for baseline physical exams services for firefighters (Solicitation No. 2012-183R) between the City and El Paso Healthcare Systems, Ltd, dba Las Palmas Del Sol Healthcare for a contract term of three (3) years beginning on January 8, 2013 with an option to extend for one (1) additional two-year period.

Department: Fire
Districts(s): ALL

*******ADDITIONAL INFO BELOW*******

**2012-183R BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS
COMMITTEE SCORE SHEET - FINAL**

| | | EL PASO COUNTY HOSPITAL DISTRICT DBA UNIVERSITY MEDICAL CENTER OF EL PASO | EL PASO HEALTHCARE SYSTEM LTD, DBA LAS PALMAS DEL SOL HEALTHCARE | PROFESSIONAL HEALTH SERVICES, INC. |
|--|------------|--|---|---------------------------------------|
| | Points | EL PASO, TX | EL PASO, TX | HAVERTOWN, PA |
| EVALUATION FACTOR A | | | | |
| Qualification and number of physicians available to perform the examinations | 30 | 30.00 | 30.00 | 27.60 |
| The proposer must specify the names and qualifications of all physicians who will be performing the examinations and shall be familiar with fire service job requirements and fit-for-duty expectations | | | | |
| EVALUATION FACTOR B | | | | |
| Qualifications and Certification of laboratory performing lab work | 25 | 25.00 | 25.00 | 13.00 |
| The proposer shall specify names and qualifications of labs performing such work and the names of other Fire Departments or public safety entities for which such work has been performed. | | | | |
| EVALUATION FACTOR C | | | | |
| Educational background and certifications of staff | 20 | 20.00 | 20.00 | 20.00 |
| The proposer shall provide the educational achievements and certifications of each of their staff members along with related experience in the field of providing Baseline Physicals for Firefighters or public safety entities. | | | | |
| EVALUATION FACTOR D | | | | |
| Reputation & Quality of the Bidder's Service | 15 | 14.60 | 14.00 | 14.00 |
| Offeror shall identify its full client history for the last three (3) years, including any local Government Services. The bidder shall provide at least three (3) references for which they have provided continuous similar services for at least the past two (2) years. The agency shall provide the names and telephone numbers of the contract administrators for whom the work was performed. If you do not have three local Government contracts, then list Federal, State, or commercial contracts to complete this information. | | | | |
| EVALUATION FACTOR E | | | | |
| Location and availability of facilities | 5 | 2.80 | 3.60 | 1.00 |
| The proposer shall provide a list of facilities for conducting Baseline Physicals for Firefighters with points awarded based on the total number of options offered. | | | | |
| EVALUATION FACTOR F | | | | |
| Past Relationship/Performance with the City | 5 | 0.00 | 4.20 | 0.00 |
| Offeror shall identify previous contracts with the City of El Paso in the past ten (10) years for which it has provided services that are the same or similar to the ones at issue in this bid. Bidder shall also provide reasons for the break in service, if any, with the City of El Paso and shall provide current City Recommendation letters submitted with this bid. Bidders not meeting the City's standard of a continuous "high level of service" may be deemed non-responsible and may cause the offer to be rejected. | | | | |
| TOTAL Maximum Points | 100 | 92.40 | 96.80 | 75.60 |



**CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM**



Bid Opening Date: AUGUST 22, 2012

Project Name: BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS

Solicitation #: 2012-183R

Department: FIRE

| | |
|---|------------------|
| El Paso County Hospital District d/b/a University Medical Center of El Paso | El Paso, TX |
| El Paso Healthcare System, LTD, dba Las Palmas Del Sol Healthcare | El Paso, TX |
| Professional Health Services, Inc. | Havertown, PA |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| RFQs SOLICITED: 23 | RFQs RECEIVED: 3 |
| RFQs LOCAL: 19 | NO RFQs: 0 |

NOTE: The information contained in this rfp tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: *Senesi Bardi*

DATE: *8/27/12*

ACADEMY OF BEHAVIORAL MEDICINE
ATTN: ROBERT J. RANKIN, PH.D.
230 THUNDERBIRD DRIVE, #J
EL PASO, TX 79912-3913

ESTHER MONTY LPC
1600 N LEE TREVINO DRIVE C4
EL PASO, TX 79936-5164

FAMILY SERVICES OF EL PASO
6040 SURETY DRIVE A
EL PASO, TX 79905-2044

ABRAHAM J. KATZ, M.D.
1201 E SCHUSTER AVENUE SUITE 5B
EL PASO, TX 79902-4676

UNIVERSITY MEDICALCENTER OF EL PASO
ATTN: RANDY JACKSON, DIRECTOR OF
MATERIAL MGMT
4815 ALAMEDA, BASEMENT FLOOR
EL PASO, TX 79905

EL PASO PSYCHIATRIC CENTER
4615 ALAMEDA AVENUE
EL PASO, TX 79905-2702

INTEGRITY EMPLOYEE ASSISTANCE
1600 N LEE TREVINO DRIVE C7
EL PASO, TX 79936-5164

DEBORAH ONTIVEROS
1600 LEE TREVINO, SUITE C-7
EL PASO, TX 79936

CENTER FOR EMPLOYEE ASSISTANCE
2310 MONTANA AVENUE
EL PASO, TX 79903

EL PASO FIRST HEALTH PLANS, INC.
2501 N. MESA
EL PASO, TX 79902
MANGUIANO@EPFIRST.COM

ACCUSOURCE, INC.
ATTN: LISA HOLDER, CEO
1240 E. ONTARIO BLVD. SUITE 102-140
CORONA, CA 92881

LAS PALMAS LIFECARE CENTER
ATTN: DOUG PARK
3333 N. MESA STREET
EL PASO, TX 79902

CONCENTRA MEDICAL CENTERS
ATTN: RANDAL A. BECKER
6320 GATEWAY EAST BLVD.
EL PASO, TX 79905

CONCENTRA MEDICAL CENTERS
ATTN: GARY DEL PALACIO
6320 GATEWAY EAST BLVD.
EL PASO, TX 79905

INFOLINK SCREENING SERVICES, INC.
ATTN: DONNA ST. JACQUEZ
100 CENTERVIEW DR STE 300 100
NASHVILLE, TN 37214-3455

DEL SOL DIAGNOSTIC CENTER
10420 VISTA DEL SOL
EL PASO, TX 79925

MARCELLA VAN HOOVE
SIERRA PROVIDENCE HEALTH
NETWORK MANAGED CARE DEPT &
SIERRA TEEN HEALTH RESOURCE CTR
4150 PINNACLE STE. 200
EL PASO, TEXAS 79902

SECURINT
ATTN: MICHAEL HYATT
6601 PARK OF COMMERCE BLVD.
BOCA RATON, FL 33481

LES C. RANKIN, DIRECTOR BUSINESS
DEVELOPMENT
LRANKIN@UMCelpaso.org
2ND FLOOR ANNEX
UNIVERSITY MEDICAL CENTER OF EL PASO
4824 ALBERTA
EL PASO, TX. 79905

JESUS MEDRANO DIRECTOR CONTRACT
MANAGEMENT
JMEDRANO@UMCelpaso.org
2ND FLOOR ANNEX
UNIVERSITY MEDICAL CENTER OF EL PASO
4824 ALBERTA
EL PASO, TX. 79905

LAS PALMAS LIFECARE CENTER
ATTN: DAVID TURNER
3333 N. MESA
EL PASO, TX 79902

DEL SOL LIFECARE CENTER
ATTN: DORIS ARCHER
10712 SAM SNEAD
EL PASO, TX 79935

R. E. MEDICAL ASSOCIATES
ATTN: CARLOS M. RAMIREZ MD
6024 AZTECA
EL PASO, TX 79925

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign an agreement for baseline physical exams services for firefighters (Solicitation 2012-183R) between the City and El Paso Healthcare Systems, Ltd, dba Las Palmas Del Sol Healthcare for a contract term of three (3) years beginning on January 8, 2013 with an option to extend for one (1) additional two-year period.

ADOPTED this _____ day of _____, 2013

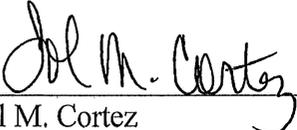
THE CITY OF EL PASO

ATTEST:

John F. Cook,
Mayor

Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Carlos Carmona
Interim Fire Chief

STATE OF TEXAS)
)
COUNTY OF EL PASO) **AGREEMENT FOR BASELINE PHYSICAL
EXAMS FOR FIREFIGHTERS FIRE DEPARTMENT
WITH EL PASO HEALTHCARE SYSTEMS, LTD**

This Agreement for Baseline Physical Exams for City of El Paso Firefighters (the “Agreement”) is entered into this _____ day of _____, 2013, by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the “City”) and EL PASO HEALTHCARE SYSTEMS, LTD, DBA LAS PALMAS DEL SOL HEALTHCARE, a Texas Corporation, (the “Service Provider”).

WHEREAS, pursuant to Article XXIV, Section 1b. of the Collective Bargaining Agreement dated December 13, 2011 between the City and Local 51, International Association of Fire Fighters, Inc. the City shall provide mandatory baseline physicals for employees annually; and

WHEREAS, National Fire Protection Association’s publication *NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments* recommends that the schedules for baseline physicals be organized by firefighters’ age groups; and

WHEREAS, the City solicited proposals for the services of baseline physical exams for the City’s Fire Department firefighters through a request for qualifications (“*RFQ*”) No. 2012-183R Baseline Physical Exams for Firefighters Fire Department; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said baseline physical exam services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide baseline physical exams for Fire Department firefighters according to the schedules provided by the City.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is _____, 2013 the date City Council’s approval and will remain in effect thereafter for three (3) years. The term of this Agreement may be extended for one (1) additional two-year period at the sole discretion of the City.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City’s Solicitation of Qualifications No. 2012-183R (“*Solicitation*”).
- B. Service Provider’s Proposal and Proposal Cost (Initial and Negotiated) (“*Proposal*”).

C. This Supplemental Agreement.

The Solicitation, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the Solicitation, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the Solicitation and Proposal, and the terms and conditions of the Solicitation shall control where they conflict with the Proposal.

SECTION III. SCOPE OF SERVICES. Unless such provisions are expressly revised by this Agreement, the Service Provider hereby agrees to perform the requested baseline physical services in accordance with the City's *Solicitation*, attached hereto as *Exhibit A* and incorporated herein by reference pursuant to the terms and conditions set forth in Contract Clauses of such Solicitation and the *Proposal* submitted by the Service Provider in response to the Solicitation, attached hereto as *Exhibit B* all which exhibits are incorporated herein by reference. The scope of services identified within the Solicitation and Proposal and clarified by this Agreement shall be referred to collectively as the "**Services.**" All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will devise, implement, and operate a program for performing Baseline Screenings and General Fitness Assessments for the City's Firefighters according to the schedule for examinations by age group, attached as *Exhibit C*. Based on the schedule for examinations the Service Provider will provide the following services for the Fire Department's firefighters: Level I. Baseline Screenings; Level II. Comprehensive Examinations; and Level III. General Fitness Assessments. The Service Provider shall also assist the Fire Department Peer Fitness Trainers for Fire Department personnel in the design, administration, and monitoring of fitness programs. In the case of an injury or long term illness the Service Provider shall prescribe and provide fitness or rehabilitation services.

Firefighters are scheduled for their annual physicals by their respective Battalion Chiefs in the Field Operations Division and by their Division Chiefs in the 40 hour sections of the Department. This ensures that supervisors can account for full compliance with the mandatory annual baseline physicals requirement as specified in the Collective Bargaining Agreement dated December 13, 2011. Fire Fighters will be referred to rehabilitation at the Fire Chief's discretion or by the recommendation made by the Service Provider after an annual physical assessment. Rehabilitation will be used for incumbent Fire Fighters needing physical fitness improvement or Incumbent Fire Fighters needing rehabilitation services as they recover from on-the-job injuries. Rehabilitation services for off the job injuries are not part of the services provided under this Agreement.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into baseline physical examination service agreements with other properly selected individuals or businesses that qualify to provide baseline physical examination services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a

prerequisite to entering into this Agreement. The Service Provider shall be certified by the College of American Pathology or equivalent industry-sponsored board or governmental agency.

SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A. It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. The Service Provider, including each individual physician and all other healthcare providers employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.
- C. All individual physicians who will perform the examination services and physiologist clinicians or healthcare providers who will administer the physical fitness program under this Agreement shall have knowledge of the fire service job requirements and fit-for-duty expectations according to Section 4.2 of the National Fire Protection Association's publication *NFPA 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments*. The Service Provider's Organizational Chart is attached hereto as **Exhibit D**. The City shall be informed of any changes to the Organizational Chart so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION VIII. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each test and rehabilitation session conducted at the rates set forth in the *Proposal Cost* attached hereto as *Exhibit E*. The Service Provider services shall be limited to those services delineated in the Section III. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Fire Department for each month in which a baseline physicals, general fitness assessments, and rehabilitation sessions are conducted according to this Agreement. Invoices shall not be submitted more frequently than once per month. The services are to be provided according to schedule in Exhibit C and Section III. All invoices shall be made in writing and shall specify the number of physicals, assessments, and rehabilitation sessions conducted. Invoices shall be delivered to the Chief of Fire.

SECTION IX. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS

The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All physicals and tests shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. Records shall be available to other physicians if the treated firefighter is involved in an emergency. Upon termination of this Agreement all records shall be transferred to the City within twenty-four (24) hours of termination.

SECTION X. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to

provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XI. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department – Purchasing Division
Attn: Purchasing Manager
2 Civic Center Plaza
El Paso, Texas 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XII. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIII. INDEMNIFICATION

Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Service Provider may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

SECTION XIV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

C. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

D. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

E. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

F. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso
City Manager
2 Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

With Copy to: Carlos Carmona, Interim Fire Chief
El Paso Fire Department
416 N. Stanton, Suite 200
El Paso, Texas 79901-1242

SERVICE PROVIDER: El Paso Healthcare System, LTD, DBA
Las Palmas Del Sol Healthcare
ATTN: _____
Title: _____
Address: 4100 Rio Bravo Suite 300
City: El Paso, TX 79902

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

G. FORCE MAJURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

H. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO

Joyce A. Wilson
City Manager

SERVICE PROVIDER
EL PASO HEALTHCARE SYSTEM, LTD,
DBA LAS PALMAS DEL SOL
HEALCARE

Printed Name: Don KARL
Title: COO

APPROVED AS TO FORM:

Sol M. Cortez
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Carlos Carmona
Carlos Carmona, Interim Fire Chief
El Paso Fire Chief

(Acknowledgements begin on following page)

EXHIBIT A

SOLICITATION NO. 2012-183R

BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS FIRE DEPARTMENT

REQUEST FOR QUALIFICATIONS
 ISSUED BY
THE CITY OF EL PASO
 FINANCIAL SERVICES / PURCHASING DIVISION

SOLICITATION NO: 2012-183R

DATE ISSUED: JULY 31, 2012

**TITLE: BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS
 FIRE DEPARTMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
 2:00 PM, local time, WEDNESDAY, AUGUST 22, 2012

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

ADDRESS OFFERS TO:
PURCHASING MANAGER
FINANCIAL SERVICES / PURCHASING DIVISION
CITY OF EL PASO

MAIL TO:

CITY OF EL PASO OR
FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TX 79901-1196

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:
 DENIESE BAISLEY, PROCUREMENT ANALYST
 Telephone: [915] 541-4263 FAX: [915] 541-4347 Email: BAISLEYDX@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

| <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> | <u>AMENDMENT</u> | <u>DATED</u> |
|------------------|--------------|------------------|--------------|------------------|--------------|------------------|--------------|
| A001 | _____ | A002 | _____ | A003 | _____ | A004 | _____ |
| A005 | _____ | A006 | _____ | A007 | _____ | A008 | _____ |

OFFER SUBMITTED BY

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED) _____

STREET ADDRESS _____

P.O. BOX NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-Mail address _____

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY _____

SIGNATURE AND DATE OF OFFER _____

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT

CITY OF EL PASO, TEXAS
RFQ: 2012-183R
REQUEST FOR QUALIFICATIONS
FOR
BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS
DUE DATE: AUGUST 22, 2012

TABLE OF CONTENTS

| | | PAGE |
|-----------------------|---|-------------|
| PART 1 – | GENERAL INFORMATION | |
| 1.1 | Background Information..... | 3 |
| 1.2 | Solicitation Purpose... .. | 3 |
| PART 2 - | NOTICES TO PROPOSERS..... | |
| 2.1 | Public Disclosure Proposal Information..... | 3 |
| 2.2 | Bid Net Notification..... | 3 |
| 2.3 | Communications..... | 4 |
| 2.4 | Schedule of Events..... | 5 |
| 2.5 | Contract Period (Initial and Option Terms)..... | 5 |
| 2.6 | Notices of Instruction to Offerors..... | 5 |
| PART 3 - | SCOPE OF WORK | |
| 3.1 | Scope of Work and Minimum Requirements | 8 |
| PART 4- | PROPOSAL FORMAT AND SUBMISSION..... | |
| 4.1 | Proposal Format and Structure | 14 |
| 4.2 | Copies Required..... | 15 |
| 4.3 | Proposal Cost..... | 16 |
| PART 5 - | PROPOSAL EVALUATION..... | |
| 5.1 | Evaluation Factors..... | 20 |
| 5.2 | Evaluation Factors Description..... | 21 |
| 5.3 | Evaluation and Award Process..... | 22 |
| PART 6 - | MANDATORY SUBMITTALS | |
| 6.1 | Acknowledgement by Offeror..... | 24 |
| 6.2 | Business Information Certification | 24 |
| 6.3 | Non-Collusion and Business Disclosure Affidavit | 24 |
| 6.4 | Indebtedness Affidavit..... | 24 |
| ATTACHMENT A - | CONTRACT CLAUSES | |

PART 1 – GENERAL INFORMATION

1.1 Background Information

The City of El Paso and International Association of Firefighters (IAFF), Local 51 agree it is in the best interest of its members to aspire to maintain the highest standards of safety and health in the FIRE DEPARTMENT in order to eliminate, as much as possible, accidents, injuries, illness, and death to fire fighters. The Collective Bargaining Agreement (CBA) entered into by the City of El Paso and the International Association of Firefighters, Local 51 provides for the establishment of mandatory annual baseline physicals for every uniformed employee of the FIRE DEPARTMENT.

1.2 Solicitation Purpose

The City of El Paso is soliciting proposals for Baseline Physical Exams for Firefighters, primarily for the Fire Department. It is the desire of the City of El Paso to solicit proposals for Baseline Physicals in accordance with guidelines established in the CBA, and the Fire Service Joint Labor Management Wellness-Fitness Initiative, and NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. The City shall order all of its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Only personnel from the Fire Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from the Fire Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

PART 2 - NOTICES TO PROPOSERS.....

2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the **PUBLIC** unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

2.2 Bid Net Notification

NOTE: ANY CHANGES IN DUE DATE OR MATERIAL CHANGES FOR ANY RFP'S/SOLICITATIONS WILL BE POSTED ON THE SOLICITATIONS PAGE OF THE CITY OF EL PASO PURCHASING DEPARTMENT'S WEBSITE: http://www.elpasotexas.gov/financial_services/invitations.asp

It is the bidder's responsibility to ensure that they have all pertinent information regarding solicitations, 2012-183R, BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS

including all amendments prior to submitting their offer. Please check the website, even after submitting a bid, to ensure that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

2.3 Communications

2.3.1 Cone of Silence

"Cone of Silence" is imposed upon each RFP, RFQ or Bid after advertising and terminates at the time the Purchasing Manager places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding RFPs, RFQs or Bids between, among others:

1. Potential vendors, service providers, Offerors, lobbyists or consultants and City's staff;
2. Potential vendors, service providers, Offerors, lobbyists or consultants, any member of the City's staff, the Mayor, Council Representatives or their respective staff and members of the respective selection committee; and

The provisions do not apply to, among other communications:

1. Oral communications with the Purchasing Manager or Contract Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document;
2. The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the Mayor and Council Representatives during a duly noticed public meeting; or
3. Communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Offeror shall render that Offeror's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the City Attorney.

2.3.2 Request for Clarification

In order to meet the City's schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than AUGUST 8, 2012. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

BY E-MAIL

DENIESE BAISLEY
PROCUREMENT ANALYST
Fax: (915) 541-4347
Email: BAISLEYDX@elpasotexas.gov

IN WRITING (MAIL OR HAND DELIVERY)

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: DENIESE BAISLEY

2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

| EVENTS | DATE AND/OR TIME |
|---|------------------|
| Release Request for Qualifications | 07/31/2012 |
| Last Day for Offerors to Submit Written Questions | 08/08/2012 |
| Answers provided | 08/15/2012 |
| Submission of proposals | 08/22/2012 |
| Evaluations | 09/03/2012 |
| Negotiations | 09/10/2012 |
| Contract Award Date | 09/25/2012 |

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFQ will only be issued and posted on the City's website at: http://www.elpasotexas.gov/financial_services/invitations.asp

2.5 Contract Period (Initial and Option Terms)

The initial term of the Contract will be for: **THIRTY SIX (36) MONTHS**. The contract will include options for the City to extend the contract, at the sole discretion of the City, for an additional two (2) year period, subject to City and the successful Respondent negotiating fees and other terms that are mutually acceptable to the parties.

2.6 Notices of Instruction to Offerors

1. Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a proposal non-responsive.

2. Effective Period of Proposals

Proposals should expressly state that the offer (including all rate, fee, or cost proposals submitted in response to this RFQ, as well as the scope and character of the services described in the proposal) will remain in effect until at least 120 consecutive days from the date set for the receipt of offers and may be accepted by the City of El Paso at any time on or before such date.

3. Required Number of Copies

Offer (bid or proposal) must be submitted in original form with five (5) additional copies, unless otherwise stated herein.

4. Offer Submission Instructions

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DIVISION. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, AUGUST 22, 2012.** Proposals will not be publicly opened and read aloud.

5. Addressing Instructions

The envelope containing the offer must be addressed as follows:

CITY OF EL PASO
FINANCIAL SERVICES DEPT/PURCHASING DIVISION
2 CIVIC CENTER PLAZA, 7TH FLOOR
EL PASO, TEXAS 79901-1196
ATTN: PURCHASING MANAGER

Also, write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope.

6. Labeling Of Proposals/Bids [Rev 6/15/05]

The Due Date and Solicitation Number must be written on the outside of the package containing the offer. The City Purchasing Division may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

7. Offeror Delivery Responsibility

Bids received at the Purchasing Office after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc. deliver packages addressed to the Purchasing Manager directly to the Purchasing Division. U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City Hall and may or may not be delivered by the Mail Room to the Purchasing Division by the time and place proposals are recorded. The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

8. Descriptive Literature

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each proposal, in DUPLICATE. If an Offeror wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.

9. Offer Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as an offer become the property of the City of El Paso.

10. Alternate Offers

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

11. Solicitation Changes or Clarifications

Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Division for its consideration, provided the requests are in writing and received by **AUGUST 8, 2012.** Requests received after that time may not elicit a response. Refer to REQUESTS FOR CLARIFICATION in Communication Section for more details.

12. Acknowledgement of Solicitation Amendments

All Amendments will be acknowledged on the *Solicitation of Offers* form (first page of this solicitation). Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFQ, including all amendments, is included in the offer. Amendments may be posted at any time up to and including the due date.

13. Proposal/Bid Preparation Cost

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

14. Additional Information

For further procedural information concerning this Request for Qualifications contact the point of contact for contract administration (refer to in the Communication Section for contact details).

15. Notification to Unsuccessful Offerors

All awards are made by the City Council of the City of El Paso. All City Council agenda are posted on the City of El Paso's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

16. Acceptance or Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal or proposal determined to be the most advantageous to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

17. Failure to Respond to Solicitations

Any offeror who fails to respond to three consecutive solicitations will be purged from the mailing list. It is the offeror's responsibility to remain on the mailing list under his requested commodity classes.

18. Time

[RESERVED]

19. Debriefing Requests

A written request for a debriefing should be directed to the Analyst identified in **Request for Clarification in Part 2, Item 2.3.2** within five (5) days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

Only an Offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5 p.m. the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Manager, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the Request for Proposal number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Offeror has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the protest period will be considered for response.

PART 3 - SCOPE OF WORK

3.1 SCOPE OF WORK AND MINIMUM REQUIREMENTS

SCOPE OF WORK

I. BASELINE SCREENING AND GENERAL ASSESSMENT FITNESS

SCOPE OF SERVICES

Contractor will devise, implement, and operate a program for performing Baseline Screenings and General Assessment for El Paso Firefighters.

VOLUME: The annual baseline screenings shall include a medical examination according to the following schedule:

- a) Ages 29 and under: Every three (3) years (estimated number of participants = 251)

b) Ages 30 – 39: Every two (2) years (estimated number of participants = 295)

c) Ages 40 and above: Every year (estimated number of participants = *352)

LEVELS: Participants in age a) and b) above, will be administered the Baseline Screening and General Fitness Assessment (Level I and III) annually. Participants in age group c) above, will be administered the Baseline Screening, Comprehensive Examinations and General Fitness Assessment (Level I, II and III) annually.

*Included in this age group will be members of the Hazardous Materials Entry Team (estimated number of participants – 40) and persons that a physician deems Level II Examinations.

A. BASELINE SCREENINGS (LEVEL I): The Contractor shall perform the following tasks in conducting Baseline Screening.

1. **HEALTH RISK ASSESSMENT (HRA)**

A computerized analysis of personal and family health history and life styles habits. Each firefighter will receive a personalized HRA report to indicate his/her risk for coronary heart disease, diabetes, and other lifestyle diseases. This report must include a personal profile on the following:

- Blood Pressure
- Cholesterol -- HDL= LDL= Total/HDL Ratio
- Triglycerides
- Glucose
- Cancer Risk
- Diabetes Risk
- Stress and Depression inventory/guidelines for improvement
- Cardiovascular assessment
- Strength profile and strength training tips
- Flexibility profile
- Body composition analysis
- Personal program goals for improving health and fitness
- Nutrition habits analysis/guidelines for improvement
- Meal planner – sample meals indicating number of calories and selecting suitable food groups and serving size. Includes breakfast, lunch and dinner, AM and PM snacks.
- Nutritional Counseling - Contractor shall provide a qualified nutritionist to conduct nutritional counseling at the designated fire stations or shall provide nutritional counseling education for the Fire Department's Peer Fitness Trainers in a train-the-trainer format. A minimum of 54 sessions per year shall be required covering such topics as weight loss management; analysis of individual dietary logs; discouragement of potentially harmful dietary practices; and development of specialized menus for post-incident replenishment.
- Exercise planner – (prescription)
 - To indicate recommended sessions per week and duration
 - Warm up and cool down
 - Cardiovascular – with target heart rate
 - Strength Training
 - Recreational activities

- A Management Summary Report: Aggregate report will be prepared on a quarterly basis and include an annual summary to be submitted to the Fire Chief within 10 days of the end of quarter and within 20 days of the end of the year, respectively.

1. ANALYSIS OF PERSONAL AND FAMILY HEALTH HISTORY AND LIFESTYLE RISK FACTORS

Each firefighter will receive a complete analysis of personal and family health history and lifestyle habits. This report called, "The Heart Test" will list each firefighter's risk for coronary heart diseases. A management summary report with a spreadsheet will be prepared on a quarterly and annual basis and submitted to the Fire Chief. The spreadsheet shall include the following:

- Data identifying the membership by gender and age categories (i.e. 29 and under, 30-39, 40 and over)
 - Body composition
 - VO2 max
 - Flexibility
 - Muscular endurance
- Phase I and Phase II status summaries shall be provided for each reporting period.

2. BLOOD TEST:

- SMAC-20
- Lipid Profile
- Complete Blood Count (CBC)
- A blood test will be performed for each firefighter utilizing SMA24 and such test shall include a Lipid Profile and a Complete Blood Count (CBC). PSA for male persons over the age of 40.
- CRP (C-reactive protein test)

3. URINALYSIS (Routine)

Urinalysis will be performed for each firefighter, which will include the following test attributes: Tests for specific gravity. PH, protein, glucose, blood, ketones, bilirubin, and urobilinogen.

4. SPIROMETRY/LUNG FUNCTION SCREENING

Spirometry/Lung Function Screening: A spirometry test will be performed for each firefighter to ascertain the measurement of lung volumes and capacities.

5. ELECTROCARDIOGRAM (EKG) (maximal)

Electrocardiogram (EKG): An EKG will be performed for each firefighter using 12 leads to measure heart experiences during times of rest and exercise. This test will be monitored by a physician or exercise physiologist.

6. HEARING TEST

A hearing test will be performed for each firefighter. Contractor is responsible for the adequacy of the hearing test performed. The hearing test performed for each firefighter shall consist of the ear conduction screening for each ear.

7. COLORECTAL SCREENING

A colorectal screening kit will be provided to each firefighter 40 and over at the time of their baseline screening.

9. EYE TEST

An eye test will be performed for each firefighter. The Contractor is responsible for the adequacy of the eye test performed. The eye test performed for each firefighter shall consist of visual Acuity screening for both far vision acuity and near vision acuity;

Eyes must be tested separately; color vision testing must be assessed using color plates, such as Ishihara plates; when peripheral vision evaluations are indicated, protocol specific to the test apparatus, not objects in the field, must be utilized.

B. COMPREHENSIVE EXAMINATION (LEVEL II): The Contractor shall provide a licensed physician to monitor and prescribe the following as necessary (to include all elements in Basic Screening (Level I) and must be familiar with fire service job requirements and fit-for-duty expectations:

1. Stress Test: A stress test will be performed and supervised by a physician as follows: A Maximal Graded Treadmill Exercise Stress Test will be performed for all HAZMAT and DECON team personnel and any firefighter who the physician deems necessary according to the physician's assessment of medical risk factors or the current physical condition of any firefighter.
2. Perform Blood Test: PSA (over age of 40)
3. Heavy metal blood work. Optional "for use only" item by Fire Department Administration referral only. Contractor shall provide for this test upon request by the Fire Chief or his designee. Contractor may be required to test for Lead, Mercury, Cadmium, Arsenic and Antimony as the top five heavy metals encountered by firefighters leading to cardiac and respiratory events. Contractor may however, be required to test for Bismuth, Beryllium, Platinum, Nickel, Thallium, Thorium, Tin, Tungsten, and Uranium as well.

C. GENERAL FITNESS ASSESSMENT:

1. Maximal Exercise Test, on exercise bike or treadmill, to evaluate cardiovascular endurance. For firefighters at low risk for cardiovascular-related concerns as determined by physician's assessment, a cardiovascular endurance test will be performed. This test must be polar heart rate monitored using the modified Bruce protocol.

The test shall determine:

- a) The estimated maximum oxygen uptake;
- b) The individual firefighter's response to exercise;
- c) Percentage ranking by age group of the firefighter's performance;
- d) The basis for a cardiovascular exercise prescription; and
- e) The basis for measuring improved aerobic capacity and the comparison to previous performance levels.

This test will be monitored by either an exercise physiologist or licensed physician.

2. Muscular Strength and Endurance Test: Each firefighter will be requested to perform a Bench Press Test, Sit-up Test and a Flexibility Test. These tests will provide an additional basis for the exercise prescription and compared to previous performance levels.
 - a) Push-Up Test: Each firefighter will perform their maximum number of push-ups, to fatigue, to determine upper body muscular strength and endurance. Each firefighter shall receive a percentage ranking by age of his or her test performance.
 - b) Sit-up Test: This test will be performed using YMCA protocol. Each firefighter will be requested to perform as many modified sit-ups as possible in a one-minute period. This test will provide an estimate of general muscular endurance. Each firefighter shall receive a percentage ranking by age of his or her test performance.
 - c) Flexibility Test: Each firefighter will be requested to complete a "sit and reach test". The test is intended to provide an objective measure of flexibility for lumbar, hip and hamstring motion. Each firefighter shall receive a percentage ranking by age of his or her test performance.
3. At the completion of aforementioned testing, each firefighter shall receive an individual exercise prescription. The exercise prescription will be based on information and tests completed by each firefighter. The exercise prescription will suggest various exercises for each firefighter and suggest frequency, intensity, duration, and mode of exercise for improving cardiovascular endurance, muscular strength, and flexibility.
4. Additional tests, to be performed in order to more fully ascertain an individual firefighter's physical fitness, are delineated as follows:

Body Composition Analysis (BCA): to measure total body water, the BCA will provide a measurement of percentage of body fat, percentage of lean body weight, the individual's estimated metabolic rate, the ideal body fat range according to age, sex, height, weight, frame size, and activity level, and an estimate of caloric requirements.
5. All test results will be returned to each individual firefighter within two weeks after each task/test has been completed.

II. GENERAL INFORMATION

- A. Contractor shall perform all duties as specified under this contract with such reasonable care, skill and diligence as would be practiced by the medical and scientific community, as applicable, within the county of El Paso, Texas.
- B. The City will be obligated to honor a demand for payment for services rendered by the Contractor under the terms of this contract only if such demand for payment is made by the Contractor, and only if such demand for payment conforms to the rates for compensation as per award.
- C. At the termination of the contract, all medical records produced or obtained as a product of the contract will be forwarded to the City or such other place as the City may designate. All records will be forwarded within twenty-four (24) hours of contract termination.

III. ADDITIONAL REQUIREMENTS

- A. The proposer must specify the names and qualifications of all physicians who will be performing the examinations and shall be familiar with fire service job requirements and fit-for-duty expectations. Any additional doctors must be submitted to the City for approval prior to performing the examinations. The City will not pay for any physicals performed by physicians who do not have City approval.
- B. The contractor must be certified by the College of American Pathology or equivalent industry-sponsored board or governmental agency. Medical technicians must be directly supervised by an individual with a Ph.D. in chemistry. All other physiologists clinicians or healthcare providers contracted for administering the department's physical fitness program shall be familiar with fire service job requirements and fit-for-duty expectations
- C. Based on results obtained by the physicians, the exercise physiologist shall help design, administer, and monitor appropriate fitness programs in conjunction with Fire Department Peer Fitness Trainers for Fire Department personnel.
- D. Based on the physician's evaluation or upon referral by the Fire Chief, the Contractor shall evaluate Firefighters for a recommendation on fitness for duty or re-entry into the workforce from a significant injury or long term illness. Physicians shall prescribe a fitness or rehabilitation program utilizing the contractor's facilities incorporating the established criteria in NFPA 1582 and 1583.
 - a. Medical and Fitness Alerts:
 - 1. Type A (Yellow Flag Alert) – requires further intervention and may be referred to the individual's Personal Care Physician (PCP). The firefighter may seek a fitness prescription from the Contractor's physician or the PCP. Yellow Flag indicates the Firefighter has a health issue but does not need to be taken off active duty. The Contractor under the direction of the licensed physician shall keep track of these Firefighters and make notification to the Fire Chief or his designee.
 - 2. Type B (Red Flag Alert) – Immediate health threat to the Firefighter. Requires recommendation by the licensed physician that the Firefighter be pulled from active duty immediately. The Fire Chief or his designee shall be notified immediately.
 - b. Firefighters receiving a Type A or B alert shall be provided a fitness prescription to be administered and monitored by the Contractor's physiologist or the Department's Peer Fitness Trainers.
- E. By the 10th day of each month, a roster of all firefighters who received physicals the month prior will be e-mailed to the FIRE DEPARTMENT Training Academy. This roster will be alphabetized in EXCEL format (or other acceptable format) and will include personnel evaluated at all facilities.

IV. CONFIDENTIALITY OF INFORMATION

- A. All conversations between the firefighter and the Contractor in connection with the program and records maintained by the program shall be considered privileged as to the employee. When however, the Contractor has concluded that the firefighter constitutes a clear danger to himself/herself or others, Contractor shall immediately notify the Fire Chief or designee of such danger.

- B. This program shall not be construed as preventing the Fire Chief from requiring independent evaluation of a firefighter by an appropriate expert of the Fire Chief's choice.
- C. Records regarding baseline physical shall be available to other physicians if the treated firefighter is involved in an emergency.
- D. The proposer shall keep the records for the life of the contract at which time they shall transfer all records back to the City. All physicals and tests are property of the City of El Paso and shall be treated as such throughout the life of the contract and during the transfer of such information upon termination of the contract.
- E. Proposers must follow regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Proposer must sign the City's HIPPA Business Associate Agreement.

4.1 Proposal Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – PROPOSAL EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

6. Title Page – Clearly label with the RFQ number, RFQ title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Offeror, including any experience with services/products similar in scope and/or size to those requested in this RFQ.
9. Offeror's Proposal – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Offeror. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last five years.
12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.
13. Appendices – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.
14. Identify by name and title the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)
15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel assigned to the project. Level of staff for work to be performed under this Contract. Proposals must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable data your firm has generated for a similar project.

References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the SOW. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Offeror may be contacted by the City with the information received used in the evaluation.

The Offeror shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity to Part 1 – BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS.

17. Additional Information. Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

4.2 Copies Required.....

Paper – One (1) complete, original copy (signed in blue ink where required) and **Five (5) copies**, both contained in a single sealed submission. All responses shall contain those pages on which prices, other information, or signatures are required.

Electronic – One (1) electronic copy on a CD-ROM or flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy will govern.

4.3 Proposal Cost

The term of this contract shall be for: **THIRTY SIX (36) MONTHS** with a two (2) year option to extend the contract if both parties agree in writing prior to the contract expiration date.

4.3.1 Proposal Cost

Offerors should include the total cost of the BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS. Assumptions made by the Offerors about the needs, functions and/or requirements of the City, outside of those contained in this solicitation or provided to Offerors subsequent to the issuance of this solicitation, and used to calculate costs should be clearly noted in the response.

Proposal Cost

Proposal Cost is not an evaluation factor however; the City requests that respondents **submit a proposal cost for the services requested in this solicitation in a separate envelope** and write the Request for Qualification Number, Request for Qualification Title, and Proposal Opening Date clearly on a visible section of the envelope and mail or hand deliver to the address specified in Section 2.6, #4 Offer Submission Instructions.

******SEE FOLLOWING PAGES FOR PROPOSAL COST SHEET******

Proposal Cost

A. BASELINE SCREENINGS – LEVEL 1: CONTRACTOR SHALL ASSESS A COST FOR EACH LABORATORY TEST PERFORMED ON EACH APPLICANT OR EMPLOYEE AS FOLLOWS:

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|---|--------------------------------------|---------------------|---|
| PERSONAL & FAMILY HEALTH HISTORY ANALYSIS | 898 | \$ _____ | \$ _____ |
| BLOOD TEST SMAC-20 SMAC-24 LIPID PROFILE COMPLETE BLOOD COUNT (CBC) | 898 | \$ _____ | \$ _____ |
| URINALYSIS (ROUTINE) | 898 | \$ _____ | \$ _____ |
| SPIROMETRY/LUNG/FUNCTION SCREENING (TO INCLUDE PHYSICAL INTERPRETATION/ RADIOLOGIST'S INTERPRETATION) | 898 | \$ _____ | \$ _____ |
| HEARING TEST | 898 | \$ _____ | \$ _____ |
| ANNUAL ESTIMATED TOTAL FOR PART A (LEVEL 1) | | | \$ _____ |

B. COMPREHENSIVE EXAMINATIONS – LEVEL II

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|--|--------------------------------------|---------------------|---|
| <p>MEDICAL EXAMINATIONS</p> <p>MEDICAL EXAMINATIONS PERFORMED BY LICENSED PHYSICIANS: VITAL SIGNS: PULSE, RESPIRATIONS, BLOOD PRESSURE, AND IF INDICATED, TEMPERATURE EARS, EYES, NOSE, MOUTH, THROAT GASTROINTESTINAL SYSTEM , RESPIRATORY SYSTEM CARDIOVASCULAR SYSTEM DERMATOLOGICAL SYSTEM GENITOURINARY SYSTEM ENDOCRINE AND METABOLIC SYSTEM MUSCULOSKELETAL SYSTEM NEUROLOGICAL SYSTEM VISUAL ACUITY AND PERIPHERAL VISION TESTING</p> | | | |
| <p>STRESS TEST- MAXIMAL GRADED TREADMILL STRESS TEST</p> | <p>392</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| <p>BLOOD TEST (TO INCLUDE PSA OVER AGE OF 40)</p> | <p>352</p> | <p>\$ _____</p> | <p>\$ _____</p> |
| <p>ANNUAL ESTIMATED TOTAL FOR PART B (LEVEL II)</p> | | | <p>\$ _____</p> |

C. GENERAL FITNESS ASSESSMENT – LEVEL III

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|--|--------------------------------------|---------------------|---|
| MAXIMAL EXERCISE TEST | 898 | \$ _____ | \$ _____ |
| MUSCULAR STRENGTH AND ENDURANCE TEST PUSH-UP TEST SITUP TEST FLEXIBILITY TEST | 898 | \$ _____ | \$ _____ |
| INDIVIDUAL EXERCISE PRESCRIPTION | 898 | \$ _____ | \$ _____ |
| BODY COMPOSITION ANALYSIS (BCA) | 898 | \$ _____ | \$ _____ |
| ANNUAL ESTIMATED TOTAL FOR PART C (LEVEL III) | | | \$ _____ |

| | | | |
|--|--|--|----------|
| ANNUAL ESTIMATED TOTAL (PART A, B, AND C) | | | \$ _____ |
|--|--|--|----------|

*The City's estimated number of participants and lab tests will be used for evaluating all offers, although the actual number required may be significantly more or less than the estimate, and no guarantee is made as to any minimum or maximum number for any service. The successful offeror shall bill for those services actually delivered, at the fixed unit price set forth above.

Proposer's Testing Facilities Locations:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

PROMPT PAYMENT

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance by the City of El Paso of goods or services, and receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices are to be submitted in single copy to the appropriate Department.

PAYMENT TERMS: Please mark appropriate block.

- _____ % - 10 Days
- _____ % - 20 Days
- _____ % - 30 Days
- Net - 30 Days

Late Payment fees will incur at the State of Texas statutory rate.

PART 5 - PROPOSAL EVALUATION.....

5.1 Evaluation Factors

The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least cost, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFQ.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.

Proposals will be evaluated based on the following Evaluation Factors:

| EVALUATION FACTORS | MAXIMUM POINTS |
|---|-----------------------|
| A. Qualification and number of physicians available to perform the examinations | 30 Points |
| B. Qualifications and Certification of laboratory performing lab work | 25 Points |
| C. Educational background and certifications of staff | 20 Points |
| D. Reputation & Quality of the Bidder's Service | 15 Points |
| E. Location and availability of facilities | 5 Points |
| F. Past Relationship/Performance with the City | 5 Points |
| TOTAL | 100 Points |

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of proposals on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Qualifications and number of physicians available to perform the examinations30 Points

The proposer must specify the names and qualifications of all physicians who will be performing the examinations and shall be familiar with fire service job requirements and fit-for-duty expectations

EVALUATION FACTOR B

Qualification and Certification of laboratory performing lab work..... 25 Points

The proposer shall specify names and qualifications of labs performing such work and the names of other Fire Departments or public safety entities for which such work has been performed.

EVALUATION FACTOR C

Educational background and certifications of staff.....20 Points

The proposer shall provide the educational achievements and certifications of each of their staff members along with related experience in the field of providing Baseline Physicals for Firefighters or public safety entities.

EVALUATION FACTOR D

Reputation & Quality of the Offeror's Service.....15 Points

Offeror shall identify its full client history for the last three (3) years, including any local Government Services. The bidder shall provide at least three (3) references for which they have provided continuous similar services for at least the past two (2) years. The agency shall provide the names and telephone numbers of the contract administrators for whom the work was performed. If you do not have three local Government contracts, then list Federal, State, or commercial contracts to complete this information.

| COMPANY NAME | CONTACT NAME | TELEPHONE NUMBER |
|--------------|--------------|------------------|
| | | |
| | | |
| | | |

EVALUATION FACTOR E

Location and availability of facilities5 Points

The proposer shall provide a list of facilities for conducting Baseline Physicals for Firefighters with points awarded based on the total number of options offered.

EVALUATION FACTOR F

Past Relationship/Performance with the City5 Points

Offeror shall identify previous contracts with the City of El Paso in the past ten (10) years for which it has provided services that are the same or similar to the ones at issue in this bid. Bidder shall also provide reasons for the break in service, if any, with the City of El Paso and shall provide current City Recommendation letters submitted with this bid. Bidders not meeting the City's standard of a continuous "high level of service" may be deemed non-responsible and may cause the offer to be rejected.

| CONTRACT NO. & TITLE | DEPARTMENT | CONTRACT TERM | CONTRACT ADMINISTRATOR |
|----------------------|------------|---------------|------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

MAXIMUM TOTAL POSSIBLE POINTS..... 100 Points

5.3 Evaluation and Award Process-General Information

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included below.
- C. After the highest ranked offeror is selected by the evaluation committee, prompt payment discounts will be considered when making a determination that the negotiated price is fair and reasonable, providing the City is allowed at least ten (10) days in which to take advantage of the discount.
- D. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the Offer to be rejected.

5.3.1 Evaluation and Award Process

- A. An Evaluation Committee shall be established to evaluate responses based solely on the Evaluation Factors set forth below. Factors not specified in the RFQ will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFQ.

- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFQ will result in disqualification of an offeror's response.
- C. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this RFQ will involve a determination of the most favorable combination of various elements contained in this RFQ.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFQ. If required, only those respondents within the competitive range may be selected for an oral presentation and/or interview.
- F. A presentation/interview process may be arranged to assist the Evaluation Committee in differentiating those respondents within the competitive range. Points may be deducted or added to respondent's preliminary score as deemed necessary by the Evaluation Committee.
- G. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. If the City cannot come to an agreement with that offeror it will formally end negotiations with that respondent and begin negotiations with the next highest ranked respondent.
- H. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked respondent.
- I. Responses to this RFQ that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- J. The successful Offeror's response to this RFQ will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
- K. The City reserves the right to award this contract to one Respondent or to make multiple awards. The city may reject any or all offers if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

PART 6 - MANDATORY SUBMITTALS

6.1 Acknowledgement by Offeror.....

6.2 Business Information Certification

6.3 Non-Collusion and Business Disclosure Affidavit

6.4 Indebtedness Affidavit.....

Attachment "A" - CONTRACT CLAUSES.....

Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's proposal.

A. Financial Capacity Determination

FINANCIAL INFORMATION

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) The most recent Forms 100 since the last Form 10K was submitted.
- (3) Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility.

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Offeror's ability to comply with all of the requirements in the Proposal Documents.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require Offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the Offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The Offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's proposal. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.

ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: _____

By: _____

Name: _____

Title: _____

(Corporate seal, if applicable)

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business (please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

Signature of Person Authorized to Sign Application

Title

Date



City Of El Paso
Financial Services Department – Purchasing Division

NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2012-183R BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS –FIRE DEPARTMENT:

(Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
 4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
 5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).
 6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.
 7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.
- I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.
8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.
 9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure

to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

(Attach additional pages if needed)

Attached are the following:

Certificate of Organization (required by Paragraph 5)

Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Notary Public

Printed Name

Commission Expires



**City Of El Paso
Financial Services Department – Purchasing Division**

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "*Affiant*"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: _____
[Contracting Entity's Corporate or Legal Name] (hereafter, "*Contracting Entity*").
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2012-183R BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS – FIRE DEPARTMENT*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

| | |
|----------------------------------|--|
| Name | |
| Business Address [No./Street] | |
| City/State/Zip Code | |
| Telephone Number | |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |
| Federal Tax ID Number | |
| Texas Sales Tax Number | |

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

| | |
|----------------------------------|--|
| Name | |
| Business Address [No./Street] | |
| City/State/Zip Code | |
| Telephone Number | |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |

** Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "Debt" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "Delinquent" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

Signature _____

Notary Public _____

Printed Name _____

Commission Expires _____

CITY OF EL PASO PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

Add Update Inactivate Vendor Contractual Employee City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (_____) _____ Fax # (_____) _____

E-Mail Address: _____ Web Page: _____

VENDOR STATUS:

- (Yes) (No) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
(Yes) (No) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one):
 () Black Americans () Hispanic Americans
 () Native Americans () Asian-Pacific Americans
(Yes) (No) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
(Yes) (No) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
(Yes) (No) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
(Yes) (No) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

Pension Refund Mileage Reimbursement Settlement Travel Request Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

- | | |
|--|--|
| <input type="checkbox"/> Wages (Withholding / Default Class 7) | <input type="checkbox"/> Juror (No Withholding / No Default Class) |
| <input type="checkbox"/> Goods (No Withholding / No Default Class) | <input type="checkbox"/> Services (Withholding / Default Class 7) |
| <input type="checkbox"/> Settlement / Attorney Proceeds (Withholding / Default Class 14) | <input type="checkbox"/> Rental Property (Withholding / Default Class 1) |
| <input type="checkbox"/> Medical & Healthcare (Withholding / Default Class 6) | <input type="checkbox"/> Stipend (No Withholding / No Default Class) |
| <input type="checkbox"/> Garnishment Vendor (No Withholding / No Default Class) | <input type="checkbox"/> Corporation (No Withholding / No Default Class) |

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

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 TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

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

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

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. I am 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. I 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 instructions on page 4.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

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.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date



ATTACHMENT A CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a Best Value Contract under which the City shall order all of its supplies and/or services described in Section A from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

The term of this agreement shall be for THIRTY-SIX (36) MONTHS commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04]**
Contractor or its insurer will **INDEMNIFY, DEFEND AND HOLD** the City, its officers, agents and employees, **HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT.** Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

- A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the *UNIFORM COMMERCIAL CODE* including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Manager of Purchasing determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. COMPREHENSIVE GENERAL LIABILITY INSURANCE

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

- \$1,000,000.00 – Per Occurrence
- \$1,000,000.00 – General Aggregate
- \$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Financial Services Department/Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, Texas 79901-1196
Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

21. WORKERS' COMPENSATION

For the duration of this contract and any extension hereof, Contractor shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

22. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

DENIESE BAISLEY
PROCUREMENT ANALYST
Telephone: (915) 541-4263
Fax: (915) 541-4347
Email: BAISLEYDX@elpasotexas.gov

Mail correspondence should be addressed to:

City of El Paso
Financial Services - Purchasing Division
2 Civic Center Plaza, 7th Floor
El Paso, TX 79901-1196
Attn: DENIESE BAISLEY, PROCUREMENT ANALYST

Please refer to Bid Number/Contract Number and Title in all correspondence.

23. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. COOPERATIVE PURCHASING

When stated specifically in the solicitation, the City of El Paso may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of El Paso is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor with regard to any purchase by the participating agency. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

EXHIBIT B

LAS PALMAS DEL SOL HEALTH CARE PROPOSAL

REQUEST FOR QUALIFICATIONS
 ISSUED BY
THE CITY OF EL PASO
 FINANCIAL SERVICES / PURCHASING DIVISION

SOLICITATION NO: 2012-183R

DATE ISSUED: JULY 31, 2012

**TITLE: BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS
 FIRE DEPARTMENT**

An original, signed, sealed, OFFER to furnish the goods and/or services set forth below will be received at the place indicated below, until:
 2:00 PM, local time, **WEDNESDAY, AUGUST 22, 2012**

NOTICE When used in Request for Proposals, the terms 'Offer' and 'Proposal' and 'Offeror' and 'Vendor' are interchangeable.

**ADDRESS OFFERS TO:
 PURCHASING MANAGER
 FINANCIAL SERVICES / PURCHASING DIVISION
 CITY OF EL PASO**

MAIL TO:

**CITY OF EL PASO OR
 FINANCIAL SERVICES DEPARTMENT/PURCHASING DIVISION
 2 CIVIC CENTER PLAZA, 7TH FLOOR
 EL PASO, TX 79901-1196**

HAND DELIVER TO:

**CITY HALL, 7TH FLOOR
 2 CIVIC CENTER PLAZA
 FRANKLIN & SANTA FE ST.
 EL PASO, TX 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:

DENIESE BAISLEY, PROCUREMENT ANALYST
 Telephone: [915] 541-4263 FAX: [915] 541-4347 Email: BAISLEYDX@elpasotexas.gov

EXPIRATION OF OFFERS

The Offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth below, if this offer is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

| AMENDMENT | DATED | AMENDMENT | DATED | AMENDMENT | DATED | AMENDMENT | DATED |
|-----------|-------|-----------|-------|-----------|-------|-----------|-------|
| A001 | _____ | A002 | _____ | A003 | _____ | A004 | _____ |
| A005 | _____ | A006 | _____ | A007 | _____ | A008 | _____ |

OFFER SUBMITTED BY

El Paso Healthcare System, LTD, PBA
Las Palmas del Sol Healthcare
 COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

4100 Rio Bravo Suite 300
 STREET ADDRESS P.O. BOX NUMBER

El Paso, TX 79902
 CITY, STATE AND ZIP CODE

(915) 521-2199 **(915) 599-4131**
 TELEPHONE NUMBER FAX NUMBER

nois.estrada@laspalmashealth.com
 E-Mail address PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

Don Karl, COO
 NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

Don Karl **8-21-12**
 SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT



Solicitation Number: 2012-183R

Title: Baseline Physical Exams for Firefighters Fire Department

El Paso Healthcare System, LTD, DBA
4100 Rio Bravo Suite 300
El Paso, TX 79902
(915) 521-2199
F (915) 599-4131
Attn: Chris Estrada
Chris.Estrada@laspalmashealth.com

Table of Contents

| | Page |
|---|------|
| A. General Information | 3 |
| a. Introduction | |
| b. Offeror's Proposal | |
| B. Qualification and number of physicians available to perform the examinations | 4 |
| C. Qualifications and Certification of laboratory performing work | 5 |
| D. Educational background and certifications of staff | 6 |
| E. Reputation and Quality of the Bidder's Service | 8 |
| F. Location and availability of facilities | 9 |
| G. Past Relationship/Performance with the City | 10 |
| H. Mandatory Submittals | 11 |
| a. Acknowledgement by Offeror | 12 |
| b. Business Information Certification | 13 |
| c. Non-Collusion and Business Disclosure Affidavit | 14 |
| d. Indebtedness Affidavit | 16 |
| e. Conflict of Interest Questionnaire | 20 |
| I. Attachments | 22 |
| a. Attachment A- Physician credentials | 23 |
| b. Attachment B- CLIA certifications | 53 |
| c. Attachment C- Staff certifications | 55 |
| d. Attachment D- Staffing organizational chart | 91 |

A. General Information

Introduction

Las Palmas Del Sol Healthcare System (LPDSHS) has been proud to service the El Paso Fire Department (EPFD) for approximately 10 years. Our LifeCare Centers (East and West) make it convenient for the fire department to schedule their fire fighters on both sides of town with amply parking space and easy access to our facilities.

Our contracted physicians and staff have thorough knowledge of the fire service job requirements and fit-for-duty expectations. We strive to provide exceptional quality care which is shown through our commitment with the EPFD.

Currently LPDSHS performs the same services for other City contracts such as Sun Metro, the El Paso Fire and Police pre-hires, and government contracts such as the Federal Bureau of Investigations (FBI).

Offeror's Proposal

LPDSHS understands that the EPFD would like to follow established guidelines in accordance with the Collective Bargaining Agreement (CBA), and the Fire Service Joint Labor Management Wellness-Fitness Initiative, and NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. If awarded our goal would be to meet with the respected fire fighter administrative staff and work on developing and implementing protocols based off these guidelines. This would include both East and West LifeCare administrative staff and contracted physicians in an effort to maintain the highest standards of safety and health for the EPFD.

B. Qualification and number of physicians available to perform the examinations

Currently LPDSHS has 5 healthcare providers overseeing physicals for both campuses,

Del Sol LifeCare Center;

- Stefan Sarre

Las Palmas LifeCare Center;

- Pedro Vargas, M.D.
- Roger Belbel, D.O.
(Board Certified in Cardiology and Internal Medicine)
- Genevieve Belgrave, M.D.
(Board Certified in Internal Medicine and Sleep Medicine)
- Hector Rodriguez, FNP

Attached are each healthcare provider's credentials and certifications (see attachment A). Each healthcare provider has been educated on the fire service job requirements and fit-for-duty expectations set forth by the EPFD.

C. Qualifications and Certification of laboratory performing work

Both Las Palmas and Del Sol LifeCare Center's have Clinical Laboratory Improvement Amendments (CLIA) certifications for their respected laborites (see attachment B). CLIA certifications are renewed every two years and are a mandated certification for all hospitals.

D. Educational background and certifications of staff

Below are the employees for each location that will work with the fire fighters. See attachment C for all staffing credentials.

Del Sol LifeCare Center;

Rosemary Avila

- Clinical Coordinator
- Certified Medical Assistant
- CPR certified
- Over 10 years experience with the EPFD

Kathy Poteet, MS

- Exercise Physiologist
- ACLS certification
- Over 10 years experience with the EPFD

Teresa Pedroza

- Exercise Physiologist
- Certified Phlebotomy Technician

David Angulo, BS

- Exercise Physiologist
- CPR certified

Manuel Munoz

- Registered Nurse
- ACLS certified

Las Palmas LifeCare Center;

Mike DeSantiago

- Clinical Coordinator
- CPR certification
- 8 years experience with the EPFD

Russell Bass, BS

- Exercise Physiologist
- CPR certification
- 3 years experience with the EPFD

Brenda Salyer

- CPR Certified
- Registered Medical Assistant

- Certified Phlebotomy Technician

Cora McLeod

- Registered Nurse
- ACLS certification
- Over 10 years experience with the PEFD

Jessica Gomez

- Registered Nurse
- CPR certified

Each location has a program director or manager overseeing the department. Under the manager/director is a Clinical Coordinator (CC) who runs the daily operations of the clinic. The CC coordinates and assists the provision of physical examination services per unit policy and professional standards of care. The CC oversees and assists with the compilation of screening data and the preparation of the fire fighters summary information. The CC is responsible for the quality control procedures in the clinical area. The CC for Del Sol is a certified Medical Assistant while Las Palmas has a registered MA aiding the CC.

Each location has support staff in the form of Registered Nurses and Exercise Physiologists to help with daily operations of the clinic if needed. Attachment D illustrates East and West LifeCare's organizational charts.

Based on results obtained by the physicians, the Exercise Physiologist will help design, administer, and monitor appropriate fitness programs for fire fighters in conjunction with Fire Department Peer Fitness Trainers for Fire Department personnel

Don Karl is the Chief Operating Officer for Las Palmas Medical Center and will be the responsible person for the administration of the project

E. Reputation and Quality of the Bidder's Service

LPDSHS has worked with several City and Government contracts within the last three years that require similar services that are being required by the EPFD. Below are the names and contact information for each.

West Valley Fire Department
510 E. Vinton Rd.
Vinton, TX 79821
Chief Rick Adler- (915) 886-2323

Sun Metro
700-A San Francisco
El Paso, TX 79901-1060
Carlos Ramirez- (915) 534-5826

El Paso Police Department
911 N. Raynor
El Paso, TX, 79903
Minnie Holguin- (915) 564-7374

Federal Bureau of Investigations
660 S. Mesa Hills
El Paso, TX 79912
Joann Bentley- (915) 832-5000

F. Location and availability of facilities

Below are the two locations for LPDSHS;

Las Palmas LifeCare Center
3333 N. Mesa
El Paso, TX 79902
Attn: Chris Estrada
(915) 521-2199

Del Sol LifeCare Center Cardiac Rehab
7852 Gateway East
El Paso, TX 79915
Attn: Julie Miller
(915) 594-1477

Hours of Operation

Las Palmas LifeCare Center Hours

| | |
|-----------|----------------|
| Monday | 7:00am-12:00pm |
| Tuesday | 7:00am-11:30am |
| Wednesday | 7:00am-12:00pm |
| Thursday | 7:00am-12:00pm |
| Friday | 7:00am-12:00pm |

Del Sol LifeCare Center Cardiac Rehab

| | | |
|-----------|----------|----------|
| Monday | 7am-11am | 12pm-4pm |
| Tuesday | 7am-11m | 12pm-4pm |
| Wednesday | 7am-11am | 12pm-4pm |
| Thursday | 7am-11am | 12pm-4pm |
| Friday | 7am-11am | 12pm-4pm |

G. Past Relationship/Performance with the City

LPDSHS has had the EPFD baseline contract for approximately 10 years. Below is the contact number and title for each

| Contract No and Title | Dept | Contract Term | Contract Administrator |
|--|------|---------------|------------------------|
| 2005-037R Baseline Screenings for Firefighters | EPFD | 36 months | Chris Estrada |
| 2008-053 Physical Examinations and Drug Screening | EPFD | 36 months | Chris Estrada |
| 2009-252R Baseline Physical Exams for Firefighters Fire Department | EPFD | 36 months | Chris Estrada |

H. Mandatory Submittals

- a. Acknowledgement by Offeror
- b. Business Information Certification
- c. Non-Collusion and Business Disclosure Affidavit
- d. Indebtedness Affidavit
- e. Conflict of Interest Questionnaire

I. Attachments

- a. Attachment A- Physician credentials
- b. Attachment B- CLIA certifications
- c. Attachment C- Staff certifications
- d. Attachment D- Staffing organizational chart

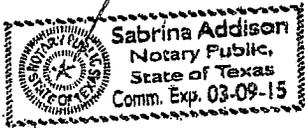
ACKNOWLEDGEMENT BY OFFEROR

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal;
2. The City may reject any or all proposals submitted;
3. The City may award the privilege to the Offeror that, in the sole opinion of the City, provides best value to the City and the public interest;
4. The decision of the City in selection of the successful Offeror shall be final, and not subject to review or attack; and
5. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Offeror acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

ATTESTED BY: Sabrina Addison



By: Don Karl

Name: Don KARL

Title: Chief Operating Officer

(Corporate seal, if applicable)

BUSINESS INFORMATION CERTIFICATION

Mark all that apply.

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Asian - Pacific American |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Black American |
| <input type="checkbox"/> Franchised Distributor | <input type="checkbox"/> Hispanic American |
| <input type="checkbox"/> Factory Representative | <input type="checkbox"/> Native American |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Woman Owned Business |
| <input checked="" type="checkbox"/> Large Business | <input type="checkbox"/> Handicapped |
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Local Business Enterprise |
| | <input type="checkbox"/> HUB State Certified Historically Underutilized Business (please furnish copy of Certification) |

SMALL BUSINESS CONCERN: Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE: At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

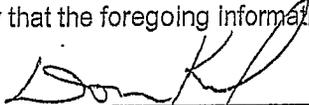
WOMAN-OWNED BUSINESS: At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED: At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE: A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]: A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.



Signature of Person Authorized to Sign Application

Title

COO
8-21-12

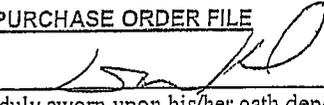
Date



City Of El Paso
Financial Services Department – Purchasing Division

NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared , a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the "Offeror") which is submitting a response to 2012-183R BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS – FIRE DEPARTMENT:

Dan Karl (Name of Offeror).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT OFFEROR AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**

4. I have listed in Paragraph 10 below all the names the Offeror uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.

5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Offeror/Offeror used a trade name in the Solicitation documents is other than the name under which company was organized).

6. **Material Change in Organization or Operation.** *Except as described in Paragraph 10 below*, I certify that Offeror is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Offeror's ability to carry out the contract with the City of El Paso.

7. **Debarment/Suspension.** *Except as described in Paragraph 10 below*, I certify that Offeror and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in Paragraph 10 below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand the Offeror is obligated to immediately inform the City in the event that the Offeror is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in Paragraph 10 below*, I certify that, within the last 24 months, there are no Contract(s) between the Offeror and a governmental entity that have been terminated, with or without the Offeror's default. If such a contract has been terminated within the last 24 months, state in Paragraph 10 below the reason for or circumstances surrounding the termination.

9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Offeror's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure

to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.

10. Additional Information (state the number of paragraph above which corresponds to the information provided)

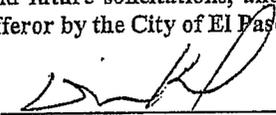
(Attach additional pages if needed)

Attached are the following:

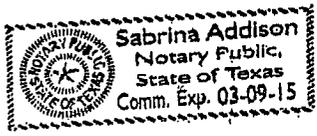
- Certificate of Organization (required by Paragraph 5)
- Taxpayer Identification (required by Paragraph 9)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Offeror it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Offeror by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this


 Signature _____
 21st day of August, 20 12.

 Notary Public
 Sabrina Addison
 Printed Name _____
 03/09/15
 Commission Expires _____





City Of El Paso
Financial Services Department – Purchasing Division

INDEBTEDNESS AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned authority, on this day personally appeared [Signature] [FULL NAME]
(hereafter "Affiant"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon
his/her oath deposed stated as follows:

- Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
- Affiant is an authorized representative of the following company or firm: El Paso Healthcare System, LP Las Palmas del Sol Healthcare
[Contracting Entity's Corporate or Legal Name] (hereafter, "Contracting Entity").
- Affiant is submitting this affidavit in response to the following bid: Solicitation No. 2012-183R BASELINE PHYSICAL EXAMS FOR FIREFIGHTERS – FIRE DEPARTMENT, which is expected to be in an amount that exceeds \$50,000.00.
- Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

- Non-Profit Corporation
- Unincorporated Association

- The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

| | |
|----------------------------------|---|
| Name | <u>Las Palmas del Sol Healthcare (El Paso Healthcare System LP dba)</u> |
| Business Address [No./Street] | <u>9100 Rio Bravo Suite 300</u> |
| City/State/Zip Code | <u>El Paso, TX 79902</u> |
| Telephone Number | <u>(915) 521-2199</u> |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |
| Federal Tax ID Number | <u>74-2499952</u> |
| Texas Sales Tax Number | |

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

| | |
|----------------------------------|------|
| Name | None |
| Business Address [No./Street] | |
| City/State/Zip Code | |
| Telephone Number | |
| Resident Address (if applicable) | |
| City/State/Zip Code | |
| Telephone Number | |

**Attach additional pages if necessary to supply the required names and addresses.

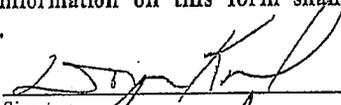
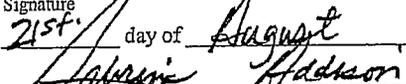
6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low Offeror or successful Offeror that is indebted to the City.
7. Affiant understands that the term "Debt" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "Delinquent" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

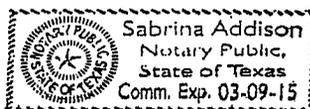
10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this


 Signature _____
 21st day of August, 2012

 Notary Public _____
 SABRINA ADDISON
 Printed Name _____
 03/09/15
 Commission Expires _____



**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
El Paso Healthcare System, Ltd, dba

Business name (disregarded entity name) (different from above)
US Veterans Debt Sol Healthcare

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
9110 120th Blvd Suite 300

City, state, and ZIP code
El Paso, TX 79902

List account number(s) here (optional)

Requester's name and address (optional)

Part 1 Taxpayer Identification Number (TIN)

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 1 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 TIN* on page 3.

Social security number

| | | | | | | | | |
|--|--|---|--|--|---|--|--|--|
| | | - | | | - | | | |
|--|--|---|--|--|---|--|--|--|

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

Employer identification number

| | | | | | |
|----|---|----|----|----|---|
| 74 | - | 24 | 99 | 95 | 2 |
|----|---|----|----|----|---|

Part 2 Certification

Under penalties of perjury, I certify that:

- 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
- I am 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
- I 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 instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *8-21-12*

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

CITY OF EL PASO PURCHASING DEPARTMENT
VENDOR INFORMATION FORM

This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.

___ Add ___ Update ___ Inactivate ___ Vendor ___ Contractual Employee ___ City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. - Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: _____ City Department: _____ Tel. # _____

VENDOR SALES ADDRESS: If same as W-9 check box

Company Name: _____

Street: _____

City: _____ State _____ Zip Code _____

Contact Name & Title: _____

Telephone # (_____) _____ Fax # (_____) _____

E-Mail Address: _____ Web Page: _____

VENDOR STATUS:

- (Yes ___) (No ___) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
(Yes ___) (No ___) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one):
(___) Black Americans (___) Hispanic Americans
(___) Native Americans (___) Asian-Pacific Americans
(Yes ___) (No ___) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.)
(Yes ___) (No ___) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one or more of his/hers/their major life activities.)
(Yes ___) (No ___) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
(Yes ___) (No ___) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

CITY OF EL PASO EMPLOYEES (IRS-Withholding not required for the following items)

___ Pension ___ Refund ___ Mileage ___ Reimbursement ___ Settlement ___ Travel Request ___ Tuition Reimbursement

CONTRACTUAL EMPLOYEES OR VENDORS

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are always marked as withholding, even if they are a Corporation

IRS-Withholding required information - Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),

- | | |
|---|---|
| ___ Wages (Withholding / Default Class 7) | ___ Juror (No Withholding / No Default Class) |
| ___ Goods (No Withholding / No Default Class) | ___ Services (Withholding / Default Class 7) |
| ___ Settlement / Attorney Proceeds (Withholding / Default Class 14) | ___ Rental Property (Withholding / Default Class 1) |
| ___ Medical & Healthcare (Withholding / Default Class 6) | ___ Stipend (No Withholding / No Default Class) |
| ___ Garnishment Vendor (No Withholding / No Default Class) | ___ Corporation (No Withholding / No Default Class) |

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Don Karl

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NA

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NA

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NA

7



Signature of person doing business with the governmental entity

8-21-12

Date

Attachment A- Physician Credentials

Provider Profile

Roger J. Belbel, DO

Name: Roger J. Belbel, DO
 ID #: H2000066452
 UPIN #: G17083
 SSN #: 015-44-3481
 Medicare #: 86331N; 8K5719
 NPI#: 1841240215

Date of Birth: 05/20/1956
 Gender: Male
 Place of Birth: Paris, France
 Medicaid #: P086331N1

Language:

Areas Of Interest

| Description | Start Date | End Date | Active |
|-------------|------------|----------|--------|
|-------------|------------|----------|--------|

Specialties

| Description | Type | Status | Active |
|---------------------------|-----------|-----------------|--------|
| Cardiology | Primary | Board Certified | Yes |
| Cardiovascular Disease | Primary | Board Certified | Yes |
| Internal Medicine | Alternate | Board Certified | Yes |
| Interventional Cardiology | Secondary | Board Certified | Yes |

Board(s)

| Board | Board Status | Certification Date | Expiration Date | Re-certification Date |
|---|--------------|--------------------|-----------------|-----------------------|
| Am Bd Int Med (Sub: Cardiovascular Disease) | Certified | 11/08/1989 | | |
| Am Bd Int Med (Sub: Interventional Cardio) | Certified | 11/07/2001 | 12/31/2011 | |
| Am Bd Internal Medicine | Certified | 09/16/1987 | | |

Appointment

Las Palmas Del Sol Healthcare

Original Date: 01/04/2000 Reappointment Period Begin: 03/30/2010 Reappointment Period End: 03/30/2012
 Status: Current Category: N/A
 Termination Date: Reason:

| Specialty | Status | Addresses |
|------------|-----------------|--|
| Cardiology | Board Certified | 2260 Trawood 9870 Gateway North Suite B7 1810 Murchison 7430 Remcon Circle Exchange 532-4542 7430 Remcon Circle Bldg A 7430 Remcon Circle Bldg A El Paso, TX 79935 El Paso, TX 79924 El Paso, TX 79902 El Paso, TX 79912 El Paso, TX 79912 El Paso, TX 79912 |

Departments / Products

Cardiovascular Services Department

Original Date: 01/04/2000 From Date: 03/30/2010 To Date: 03/30/2012
 Status: Current Category: Active
 Termination Date: Reason:

| Specialty | Status | Addresses |
|-----------|--------|-----------|
|-----------|--------|-----------|

Addresses

Primary Address

7430 Remcon Circle Bldg A
El Paso, TX. 79912
Phone: (915) 584-0051 Fax: (915) 833-1114

Limitations

Contact: Ana Ramirez

Tax ID:
County:
From Date: 12/15/2003 To Date:

Alt/Secondary Address

Physicians Healthcare Associates, P.A.
2260 Trawood
El Paso, TX. 79935
Phone: (915) 591-4436 Fax: (915) 591-4531
Alternate Phone: (915) 541-2853

Limitations

Contact: Norma Jean

Tax ID:
County:
From Date: To Date:

Physicians Healthcare Associates, P.A.
9870 Gateway North Suite B7
El Paso, TX. 79924
Phone: (915) 751-5245 Fax: (915) 751-5255
Alternate Phone: (915) 329-0149

Limitations

Contact: Norma Jean

Tax ID:
County:
From Date: To Date:

Physicians Healthcare Associates, P.A.
1810 Murchison
El Paso, TX. 79902
Phone: (915) 584-005 Fax:

Limitations

Tax ID:
County: El Paso
From Date: To Date:

Physicians Healthcare Associates, P.A.
7430 Remcon Circle
El Paso, TX. 79912
Phone: (915) 544-2455 Fax: (915) 833-1114
Alternate Phone: (915) 164-6403

Limitations

Contact: Tracy Davis

Tax ID:
County: El Paso
From Date: To Date:

Credentialing Address

7430 Remcon Circle Bldg A
El Paso, TX. 79912
Phone: (915) 544-2455 Fax: (915) 544-3149

Limitations

Contact: Tracy Davis

Tax ID:
County:
From Date: 12/15/2003 To Date:

Mailing

307 Wild Willow Drive
El Paso, TX. 799221848
Phone:

Limitations

Tax ID:
County: El Paso
From Date: To Date:

Pager

Exchange 532-4542

Phone: Fax:

Limitations

Tax ID:
County:
From Date: To Date:

Sequence of Call 1

Phone: (915) 928-8788 Fax:

Limitations

Tax ID:
County:
From Date: To Date:

Sequence of Call 2

Phone: (915) 523-4500 Fax:

Limitations

Tax ID:
County:
From Date: To Date:

Provider Profile

Roger J. Belbel, DO

Sequence of Call 3

Tax ID:

County:

Phone: (915) 584-0051

Fax:

From Date:

To Date:

Limitations

Education

| Institution | Degree | Program | Begin Date | Finish Date |
|---|--------|----------------|------------|-------------|
| University of Health Sciences 2105 Independence Blvd Kansas City, MO 64124 United States | DO | Medical School | | 05/20/1984 |
| William Beaumont Army Medical Ctr./Texas Tech Piedras Street El Paso, TX 79920 United States | | Internship | 07/01/1984 | 06/30/1985 |
| William Beaumont Army Medical Ctr./Texas Tech Piedras Street El Paso, TX 79920 United States | | Residency | 07/01/1985 | 06/30/1987 |
| Specialty Internal Medicine Brooke Army Medical Center San Antonio, TX United States Specialty Cardiology | | Fellowship | 07/01/1987 | 06/30/1990 |

License

| License Type | State | License # | Awarded Date | Expiration Date | Status | Primary |
|---|-------|-----------|--------------|-----------------|-----------------------|---------|
| ACLS Certificate | TX | | 08/13/2009 | 08/31/2011 | Active | |
| Authorization, Attestation and Release (A Case Log) | | | | | | |
| Communicable Disease Form | | | | | | |
| Confidentiality & Security Agreement | | | | | | |
| Continuing Medical Education (CME) | | | | | | |
| Curriculum Vitae | | | | | | |
| DEA Certificate | TX | BB0820109 | | 07/31/2012 | Active | |
| DPS Certificate | TX | J0063650 | 08/12/1986 | 01/31/2012 | Active | |
| Delineation of Privilege (DOP) | | | | | | |
| Missing Info RFC/RRFC | | | | | | |
| Photo | | | | | | |
| Provider Signature Form | | | | | | |
| Reflex Testing Acknowledgement Statem | | | | | | |
| Sanctions - EPLS | | | | | | Yes |
| Sanctions - HHS-OIG | | | | | | Yes |
| Sanctions - State | | | | | | Yes |
| State Addendum | | | | | | |
| State License | TX | G9260 | 02/22/1986 | 08/31/2012 | Active | Yes |
| State License | MA | | 08/15/2009 | 05/20/2011 | Active | Yes |
| State License | ND | | | 12/31/1999 | Historical Record/Knc | Yes |
| State License | OH | | | 07/01/2001 | Historical Record/Knc | Yes |

Insurance

Advocate MD

Policy Type Professional Liability

Primary
Limit / Aggregate

Excess
Limit / Aggregate

Policy #: TX10715

200,000.00 / 600,000.00

0.00 / 0.00

Effective Date: 05/01/2011

Expiration Date May 01, 2012

Affiliation(s)

| Affiliation | Affiliation Begin Date | To Date | Department / Assignment | Category |
|---|------------------------|------------|-------------------------|-------------|
| Medical Staff | | | | |
| Sierra Medical Center 1625 Medical Center Drive El Paso, TX. 79902United States | 03/27/2000 | | Cardiology | Active |
| Providence Memorial Hospital 2001 N. Oregon El Paso, TX. 79902United States | 03/27/2000 | | Internal Medicine | Active |
| Las Palmas Medical Center 1801 N. Oregon El Paso, TX. 75020United States | 01/04/2000 | | Cardiology | Active |
| Del Sol Medical Center 10301 Gateway West El Paso, TX. 799257798United States | 03/01/2000 | 05/14/2001 | Internal Medicine | Provisional |
| Pan American General Hospital 1221 North Colton El Paso, TX. 79902United States | 01/11/2000 | 01/11/2001 | Internal Medicine | Provisional |
| Sierra Providence Physical Rehab Hosp. 1740 Curle Drive El Paso, TX. 79902United States | 03/21/2000 | | Cardiology | Consulting |
| Del Sol Medical Center 10301 Gateway West El Paso, TX. 799257798United States | 09/23/2003 | | Internal Medicine | Provisional |
| William Beaumont Army Medical Center 5005 N. Piedras St. El Paso, TX. 79920United States | 07/16/1990 | 07/01/2001 | Internal Medicine | |
| Rio Vista Rehabilitation Hospital PO Box 3009 El Paso, TX. 79923United States | 01/01/2000 | | | |

Reference

Ka C Wong, MD
1400 George Dieter # 130
El Paso, TX. 79936United States

Jerry W Miller, M.D.
101 Rim Road
El Paso, TX. 79902United States

Kenneth Eisenberg, MD
1600 Medical Center Drive #212
El Paso, TX. 79902United States

Joseph Kidd, MD
1600 Medical Center Drive #212
El Paso, TX. 79902United States

Stephen R Shapiro MD
5001 N Piedras Street
El Paso, TX. 799304210United States

Vernoy Walker, M.D.
7430 Remcon Cr. Bldg. A
El Paso, TX. 79912United States

Alternate / Coverage Provider(s)

| Provider Name | ID |
|----------------------|-------------|
| Alternate | |
| Aung Zaw Min, MD | H2000067068 |
| Frank W Meissner, MD | H1000011290 |



April 20, 2011

El Paso Med Partners, P.A.
Policy Number: TX 10715

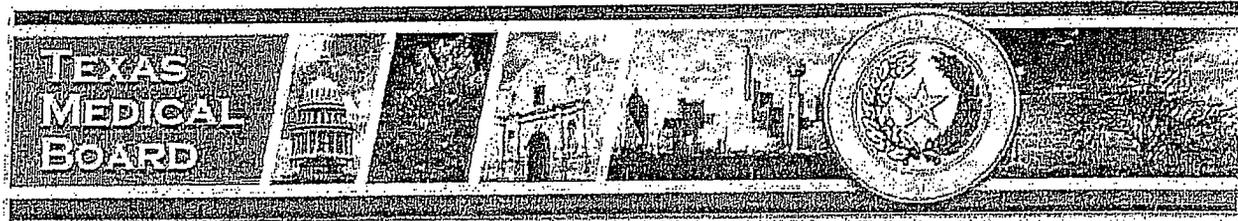
PROOF OF PROFESSIONAL LIABILITY COVERAGE

The person or entity named in this form is an Additional Named Insured on the professional liability insurance Claims Made policy referenced above and issued by Advocate MD for the dates and limits of liability state herein.

By furnishing this information, Advocate, MD is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

Additional Named Insured: Roger J. Belbel, D.O.
Identification Number: 146
Effective Dates: May 1, 2011 to May 1, 2012
Limits of Liability: \$200,000/\$600,000 on an individual limit basis
Retrospective Date: August 1, 2001

Shua Bridges
Senior Underwriting Assistant
Ext. 113
SB

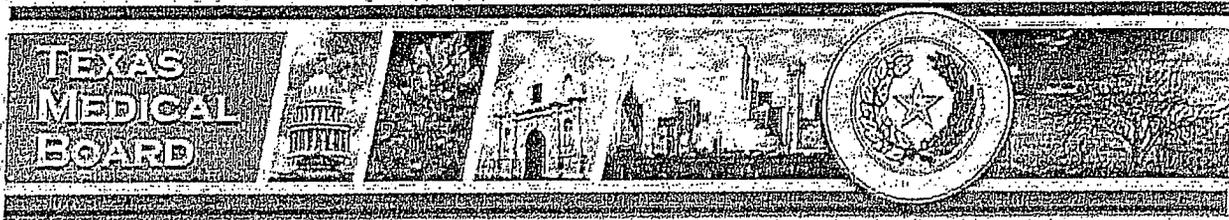


Verification # PC0707896 created on 06/21/2011

| Lic/Prm # | Name | Deg | Iss. date | Exp. date |
|-----------|--------------------------------------|-----|-------------------------------|------------|
| G9260 | BELBEL, ROGER J | DO | 02/22/1986 | 08/31/2012 |
| | Registration Status: AC | | Registration date: 02/22/1986 | |
| | Licensure status: | | Disciplinary status: | |
| | Specialties: CARDIOVASCULAR DISEASES | | 2nd spec: INTERNAL MEDICINE | |
| | Lic/Prm type: PHYSICIAN | | | |

Page 1 of 1 Page - 1 records found.

[Agency](#) | [Contact Us](#) | [Employment](#) | [Compact w/ Texans](#) | [Open Records](#) | [Privacy Policy](#) | [Site Map](#) |
[Search TX State Sites](#) | [TX Homeland Security](#) | [TX Occupations Code](#) |
[TX Online](#) | [Poison Control Center Services](#) | [Accessibility Policy](#)



Verification # PC0662814 created on 12/06/2010

[Add to list](#)

[Finish](#)

| Lic/Prm # | Name | Deg | Iss. date | Exp. date |
|-----------|--------------------------------------|-----|-------------------------------|------------|
| G9260 | BELBEL, ROGER J | DO | 02/22/1986 | 08/31/2012 |
| | Registration Status: AC | | Registration date: 02/22/1986 | |
| | Licensure status: | | Disciplinary status: | |
| | Specialties: CARDIOVASCULAR DISEASES | | 2nd spec: INTERNAL MEDICINE | |
| | Lic/Prm type: PHYSICIAN | | | |

[First Page](#)

[Last 10](#)

[Next 10](#)

[Last Page](#)

Page 1 of 1 Page - 1 records found.

[Agency](#) | [Contact Us](#) | [Employment](#) | [Compact w/ Texans](#) | [Open Records](#) | [Privacy Policy](#) | [Site Map](#) |
[Search TX State Sites](#) | [TX Homeland Security](#) | [TX Occupations Code](#) |
[TX Online](#) | [Poison Control Center Services](#) | [Accessibility Policy](#)



April 29, 2010

El Paso Med Partners, P.A.
Policy Number: TX 13284

PROOF OF PROFESSIONAL LIABILITY COVERAGE

The person or entity named in this form is an Additional Named Insured on the professional liability insurance Claims Made policy referenced above and issued by Advocate MD for the dates and limits of liability state herein.

By furnishing this information, Advocate, MD is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

Additional Named Insured: Roger J. Belbel, D.O.
Identification Number: 146
Effective Dates: May 1, 2010 to May 1, 2011
Limits of Liability: \$200,000/\$600,000 on an individual limit basis
Retrospective Date: August 1, 2001

Tina VanHook
Senior Underwriting Assistant
Ext. 108

ABMS Board Certification Credentials Verification Report

Provider Name Submitted: Roger J. Belbel, DO

Report Submitted by: Roberto Reyes

Report Received Date: 01/05/2010

ABMS Provider Data Returned

Roger J. Belbel (ABMSUID - 13177)

Date of Birth: 05/20/1956

Physical Status: Living

Address Location

El Paso Heart Clin

NA

El Paso, TX 79902-3669 (United States)

Education

Graduated: 1984 DO

Certification

ABMS - Internal Medicine

Internal Medicine (General Certificate)

Active Lifetime Initial 09/16/1987 -

Cardiovascular Disease (Subcertificate)

Active Lifetime Initial 11/08/1989 -

Interventional Cardiology (Subcertificate)

Active Time-limited Initial 11/07/2001 - 12/31/2011



The CACTUS ABMS Board Certification Report has been designated by the ABMS as an Official Display Agent.

User Notice: It is up to the submitting user to ultimately determine that the physician record obtained from this service is that of the physician requested.

The ABMS Direct Connect, ABMS Display Shield and the Official ABMS Display Agent Logos are registered servicemarks and the trusted source and partner tagline is a registered mark of the American Board of Medical Specialties. All rights reserved.

The physical specialty certification information ABMS Data supplied herein is proprietary and copyrighted by the American Board of Medical Specialties (ABMS) and subject to the intellectual property laws of the United States. Copyright 2004, ABMS, All Rights Reserved. www.abms.org

Provider Profile

Genevieve M Belgrave, MD

Name: Genevieve M Belgrave, MD
 ID #: H2000065729
 UPIN #: B21175
 SSN #: 262-35-1490
 Medicare #: 00R73X
 NPI#: 1649200668

Date of Birth: 08/10/1955
 Gender: Female
 Place of Birth: Ancon, Canal Zone
 Medicaid #: P000R73X6

Language:

Areas Of Interest

| Description | Start Date | End Date | Active |
|-------------|------------|----------|--------|
|-------------|------------|----------|--------|

Specialties

| Description | Type | Status | Active |
|-------------------|-----------|-----------------|--------|
| Internal Medicine | Secondary | Board Certified | Yes |
| Sleep Medicine | Primary | Board Certified | Yes |

Board(s)

| Board | Board Status | Certification Date | Expiration Date | Re-certification Date |
|-------------------------------------|--------------|--------------------|-----------------|-----------------------|
| Am Bd Int Med (Sub: Sleep Medicine) | Certified | 11/15/2007 | 12/31/2017 | |
| Am Bd Internal Medicine | Certified | 09/12/1984 | | |

Appointment

Las Palmas Del Sol Healthcare

Original Date: 03/31/1986 Reappointment Period Begin: 05/31/2011 Reappointment Period End: 05/31/2013
 Status: Current Category: Active
 Termination Date: Reason:
 Specialty Status Addresses
 Internal Medicine Board Certified 7712 Grand Canyon El Paso, TX 79904
 7812 Gateway East, Suite 220 El Paso, TX 79915
 1316 N. Yarbrough Dr. Ste. 1A El Paso, TX 79925

Departments / Products

Internal Medicine Department

Original Date: 03/31/1986 From Date: 05/31/2011 To Date: 05/31/2013
 Status: Current Category: Active
 Termination Date: Reason:
 Specialty Status Addresses

Addresses

Primary Address

7812 Gateway East, Suite 220
El Paso, TX. 79915
Phone: (915) 598-6628 Fax: (915) 598-6627
Alternate Phone: (915) 598-6666

Contact: Elsie Tan
Tax ID: 74-2750356
County: El Paso
From Date: 01/01/1998 To Date:

Limitations

Billing Address

PO Box 640166
El Paso, TX. 79904
Phone: (915) 772-2122 Fax: (915) 779-0440

Tax ID: 74-2750356
County:
From Date: To Date:

Limitations

Cell

Phone: (915) 204-0526 Fax:

Tax ID:
County:
From Date: To Date:

Limitations

Credentialing Address

1316 N. Yarbrough Dr. Ste. 1A
El Paso, TX. 79925
Phone: (915) 590-7378 Fax: (915) 351-6601

Contact: Elsie Tan, Leticia Rocha
Tax ID: 74-2750356
County: El Paso
From Date: 01/01/1998 To Date:

Limitations

Home Address

7712 Grand Canyon
El Paso, TX. 79904
Phone: (915) 755-2693 Fax:

Tax ID:
County: El Paso
From Date: To Date:

Mailing

7712 Grand Canyon
El Paso, TX. 79904
Phone: (915) 533-8499 Fax: (915) 544-4929

Tax ID:
County: El Paso
From Date: To Date:

Limitations

Other

Phone: (915) 544-7750 Fax:

Tax ID:
County:
From Date: To Date:

Limitations

Pager

Phone: (915) 544-1935 Fax:

Tax ID:
County:
From Date: To Date:

Limitations

Sequence of Call 1

Phone: (915) 204-0526 Fax:

Tax ID:
County:
From Date: To Date:

Limitations

Sequence of Call 2

Phone: Fax:

Tax ID:
County:
From Date: To Date:

Limitations

Sequence of Call 3

Tax ID:

Provider Profile

Genevieve M Belgrave, MD

Phone: (915) 598-6628 Fax:
 Limitations

County:
 From Date: To Date:

Education

| Institution | Degree | Program | Begin Date | Finish Date |
|---|--------|----------------|------------|-------------|
| Univ of Medicine and Dentistry of NJ 100 Bergen Street Newark, NJ 07103 United States | MD | Medical School | 09/01/1977 | 05/29/1981 |
| St. Michael's Medical Center 268 Dr. Martin Luther King Jr. Newark, NJ 07105 United States | | Internship | 07/01/1981 | 06/01/1982 |
| St. Michael's Medical Center 268 Dr. Martin Luther King Jr. Newark, NJ 07105 United States <i>Specialty</i> Internal Medicine | | Residency | 07/01/1982 | 06/01/1984 |

License

| License Type | State | License # | Awarded Date | Expiration Date | Status | Primary |
|---|-------|-----------|--------------|-----------------|--------|---------|
| ACLS Certificate Authorization, Attestation and Release (A Case Log Communicable Disease Form Confidentiality & Security Agreement Continuing Medical Education (CME) Curriculum Vitae | | | 09/01/2010 | 09/30/2012 | | |
| DEA Certificate | TX | AB1912092 | 07/16/2003 | 07/31/2012 | Active | |
| DPS Certificate | TX | 20057026 | 08/16/1984 | 01/31/2012 | Active | |
| Delineation of Privilege (DOP) Missing Info RFC/RRFC Provider Signature Form Reflex Testing Acknowledgement Statem Sanctions - EPLS Sanctions - HHS-OIG Sanctions - State State Addendum | | | 02/20/2009 | 02/20/2011 | Active | |
| State License | TX | G7162 | 12/02/1984 | 08/31/2012 | Active | Yes |

Insurance

Medical Protective Company

Policy Type Professional Liability
Policy #: G-AMS-115908
Effective Date: 12/31/2010
Expiration Date: December 31, 2011

| | | | |
|------------------------------|-------------------------|-----------------------------|-------------|
| Primary Limit / Aggregate | 200,000.00 / 600,000.00 | Excess Limit / Aggregate | 0.00 / 0.00 |
|------------------------------|-------------------------|-----------------------------|-------------|

The Medical Protective Company

Policy Type Claims
Policy #: 599512
Effective Date: 08/19/2010
Expiration Date: August 19, 2011

| | | | |
|------------------------------|---------------------------|-----------------------------|-------------|
| Primary Limit / Aggregate | 500,000.00 / 1,000,000.00 | Excess Limit / Aggregate | 0.00 / 0.00 |
|------------------------------|---------------------------|-----------------------------|-------------|

Affiliation(s)

| Affiliation | Affiliation Begin Date | To Date | Department / Assignment | Category |
|--|------------------------|------------|-------------------------|------------|
| Medical Staff | | | | |
| Providence Memorial Hospital 2001 N. Oregon Street El Paso, TX. 79902United States | 11/07/1988 | | Internal Medicine | Courtesy |
| Sierra Medical Center 1625 Medical Center Drive El Paso, TX. 79902United States | 05/23/1988 | | Internal Medicine | Active |
| Las Palmas Medical Center 1801 N. Oregon El Paso, TX. 75020United States | 03/31/1986 | | Internal Medicine | Active |
| Del Sol Medical Center 10301 Gateway West El Paso, TX. 799257798United States | 12/19/1996 | 07/12/2004 | Internal Medicine | Active |
| IHS Hospital of El Paso 2311 North Oregon El Paso, TX. 79902United States | | 03/01/2002 | Internal Medicine | |
| SCCI Hospital of El Paso, Inc.(Triumph) 1740 Curie, 2nd Floor El Paso, TX. 79902United States | 06/07/2001 | | Internal Medicine | Active |
| Sierra Providence Physical Rehab Hosp. 1740 Curie Drive El Paso, TX. 79902United States | 10/08/1998 | 03/01/2009 | Internal Medicine | Consulting |
| Pan American General Hospital 1221 North Cotton El Paso, TX. 79902United States | 03/13/1986 | 07/14/2004 | Internal Medicine | Courtesy |

Reference

- Gregory Martin, MD**
1900 N Oregon Street
El Paso, TX. 79902United States
- Debra Motto, MD**
10525 Vista Del Sol, Suite 100
El Paso, TX. 79935United States
- Luis Guerra**
1900 N. Oregon Ste 600
El Paso, TX. 79902United States
- Sergio Alvarez, M.D.**
2311 N. Mesa Bldg. E
El Paso, TX. 79902United States

Action(s)

Flag Yellow

| | |
|---|-----------------------------------|
| <i>Description:</i> Flag Yellow | <i>Action Date:</i> 04/11/2011 |
| <i>Action By:</i> No Value Specified | <i>Effective Date:</i> 04/11/2011 |
| <i>Reason:</i> Y0225 Peer Reference needs review/analysis | <i>Action End Date:</i> |
| <i>Description:</i> Flag Yellow | <i>Action Date:</i> 04/11/2011 |
| <i>Action By:</i> No Value Specified | <i>Effective Date:</i> 04/11/2011 |
| <i>Reason:</i> Y0250 Other questionable info | <i>Action End Date:</i> |

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2010

PRODUCER
DENISE D. BARNES
HEALTHCARE LIABILITY SOLUTIONS, INC.
840 GESSNER, SUITE 500
HOUSTON, TX 77024
PH: 800-732-8619 FAX: 713-343-5025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
EL PASO HOSPITALIST GROUP, PLLC
1626 MEDICAL CENTER, 4TH FLOOR, SUITE 400
EL PASO, TX 79902

| INSURERS AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: APPLIED MEDICO-LEGAL SOLUTIONS, RRG | 11598 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|-------------|--|---------------|------------------------------------|-------------------------------------|--|---------------------|
| | | | | | | | |
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N/A | N/A | N/A | EACH OCCURRENCE | \$ N/A |
| | | | | | | DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) | \$ N/A |
| | | | | | | MED EXP (Any one person) | \$ N/A |
| | | | | | | PERSONAL & ADV INJURY | \$ N/A |
| | | | | | | GENERAL AGGREGATE | \$ N/A |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ N/A |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | N/A | N/A | N/A | COMBINED SINGLE LIMIT (Ea accident) | \$ N/A |
| | | | | | | BODILY INJURY (Per person) | \$ N/A |
| | | | | | | BODILY INJURY (Per accident) | \$ N/A |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ N/A |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | N/A | N/A | N/A | AUTO ONLY - EA ACCIDENT | \$ N/A |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ N/A |
| | | | | | | AGG | \$ N/A |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION | N/A | N/A | N/A | EACH OCCURRENCE | \$ N/A |
| | | | | | | AGGREGATE | \$ N/A |
| | | | | | | | \$ N/A |
| | | | | | | | \$ N/A |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | N/A | N/A | N/A | WC STATU-TORY LIMITS | |
| | | | | | | OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | \$ N/A |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ N/A |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ N/A |
| A | | OTHER MEDICAL PROFESSIONAL LIABILITY - CLAIMS MADE | G-AMS-115908 | 12/31/10 | 12/31/11 | \$200,000 PER CLAIM | \$600,000 AGGREGATE |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE PER CLAIM, ANNUAL AGGREGATE, AND TOTAL POLICY AGGREGATE LIMITS INCLUDE ALL SELF-INSURED PORTIONS OF THE LIMITS OF LIABILITY EL PASO HOSPITALIST GROUP, PLLC AND PHYSICIAN EXTENDERS SHARE IN THE PHYSICIANS LIMITS OF LIABILITY.
 COVERED PERSON: GENEVIEVE BELGRAVE, M.D., ONLY WHILE WORKING FOR OR ON BEHALF OF THE NAMED INSURED.
 RETROACTIVE DATE: 11/1/2010

CERTIFICATE HOLDER

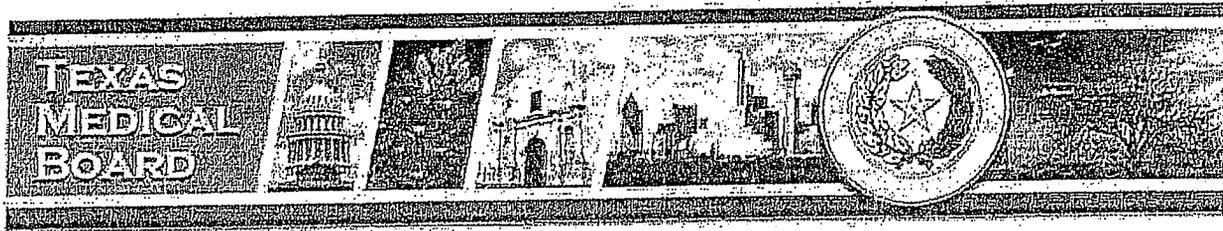
EL PASO HOSPITALIST GROUP, PLLC
 1626 MEDICAL CENTER, 4TH FLOOR, SUITE 400
 EL PASO, TX 79902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





Verification # PC0707897 created on 06/21/2011

| Lic/Prm # | Name | Deg | Iss. date | Exp. date |
|-----------|---|-----|-------------------------------|------------|
| G7162 | BELGRAVE, GENEVIEVE MELIZA | MD | 12/02/1984 | 08/31/2012 |
| | Registration Status: AC | | Registration date: 12/02/1984 | |
| | Licensure status: | | Disciplinary status: | |
| | Specialties: SLEEP MEDICINE 2nd spec: INTERNAL MEDICINE | | | |
| | Lic/Prm type: PHYSICIAN | | | |

Page 1 of 1 Page - 1 records found.

[Agency](#) | [Contact Us](#) | [Employment](#) | [Compact w/ Texans](#) | [Open Records](#) | [Privacy Policy](#) | [Site Map](#) |
[Search TX State Sites](#) | [TX Homeland Security](#) | [TX Occupations Code](#) |
[TX Online](#) | [Poison Control Center Services](#) | [Accessibility Policy](#)

Provider Profile

Pedro Vargas, M.D.

Name: Pedro Vargas, M.D.

Language:

ID #: D1094

Date of Birth: 05/27/1936

UPIN #: C22927

Gender: Male

SSN #: 452-60-4694

Place of Birth: El Paso, TX

Medicare #: P000L8920

Medicaid #: L1892

NPI #: 1750472742

Specialties

| Description | Type | Status | Active |
|-------------------|---------------------|--------|--------|
| Cardiology | Secondary Specialty | Active | Yes |
| Internal Medicine | Primary Specialty | Active | Yes |

Appointment

Las Palmas Medical Center

Original Date: 08/02/1971

Reappointment Period Begin: 05/27/2008

Reappointment Period End: 05/27/2010

Status: Medical Staff

Category: Active

Termination Date:

Reason:

Specialty

Status

Addresses

Departments / Products

Medicine - W

Original Date: 08/02/1971

From Date: 11/04/1997

To Date: 11/04/1999

Status: Medical Staff

Category: Active

Termination Date:

Reason:

Specialty

Status

Addresses

Addresses

Primary Office

3333 N. Mesa

Tax ID: 74-2056032

El Paso, TX. 79902

County:

Phone: (915) 533-2217

Fax: (915) 599-4131

From Date: 10/05/2006

To Date:

Limitations

Home Address

1913 Cueva De Oro

Tax ID:

El Paso, TX. 79902

County:

Phone: (915) 544-9393

Fax:

From Date:

To Date:

Provider Profile

Pedro Vargas, M.D.

Education

| <i>Institution</i> | <i>Degree</i> | <i>Program</i> | <i>Begin Date</i> | <i>Finish Date</i> |
|--|---------------|----------------|-------------------|--------------------|
| University of Texas Southwestern Med Ctr Southwestern Medical School 5323 Harry Hines Boulevard Dallas, TX 75235 | MD | Medical School | | 06/01/1963 |
| Medical Center of Louisiana 2021 Perdido Street New Orleans, LA 70112 | MD | Internship | 07/01/1963 | 06/30/1964 |
| Medical Center of Louisiana 2021 Perdido Street New Orleans, LA 70112 <i>Specialty</i> Internal Medicine | MD | Residency | 07/01/1964 | 08/31/1964 |
| Medical Center of Louisiana 2021 Perdido Street New Orleans, LA 70112 <i>Specialty</i> Internal Medicine | MD | Residency | 09/22/1966 | 07/21/1967 |
| Medical Center of Louisiana 2021 Perdido Street New Orleans, LA 70112 <i>Specialty</i> Cardiology | MD | Fellowship | 07/22/1969 | 07/21/1971 |

License

| <i>License Type</i> | <i>State</i> | <i>License #</i> | <i>Awarded Date</i> | <i>Expiration Date</i> | <i>Status</i> | <i>Primary</i> |
|--------------------------------|--------------|------------------|---------------------|------------------------|---------------|----------------|
| State License | TX | D1094 | 08/18/1963 | 11/30/2010 | Current | Yes |
| DEA Certificate | | AV6563236 | 05/05/2004 | 05/31/2010 | Current | |
| DPS | TX | D0017883 | 09/17/2002 | 10/31/2009 | Current | |
| Reflex Testing Acknowledgement | | | 01/11/2008 | 01/11/2010 | Current | |

Insurance

Texas Medical Liability Trust

Policy Type Occurrence

Policy #: 1-102291

Effective Date: 10/14/2008

Expiration Date October 14, 2009

| <i>Primary Limit / Aggregate</i> | <i>Excess Limit / Aggregate</i> |
|--------------------------------------|-------------------------------------|
| 100,000.00 / 300,000.00 | 0.00 / 0.00 |

Provider Profile

Pedro Vargas, M.D.

Affiliation(s)

| Affiliation | Affiliation Begin Date | To Date | Department / Assignment | Category |
|--|------------------------|------------|-------------------------|-------------------|
| Medical Staff Providence Memorial Hospital 2001 N. Oregon El Paso, TX. 79902 | 02/14/1972 | | Cardiology | Active Staff |
| Las Palmas Medical Center 1801 N. Oregon El Paso, TX. 79902 | 08/02/1971 | | Cardiology | Active Staff |
| Sierra Medical Center 1625 Medical Center Drive El Paso, TX. 79902 | 07/28/2003 | | Cardiology | Provisional Staff |
| Pan American General Hospital 1221 North Cotton El Paso, TX. 79902 | 01/01/1971 | 12/31/1987 | Internal Medicine | Active Staff |
| Del Sol Medical Center 10301 Gateway West El Paso, TX. 79925 | 04/09/2001 | 01/26/2005 | Internal Medicine | Courtesy Staff |

Peer Reference

John Minuth, M.D.
1100 N. Stanton Ste. 800
El Paso, TX. 79902

Carlos A. Velez, M.D.
2820 N. Stanton
El Paso, TX. 79902

Stefan Sarre, M.D.
PO Box 27167
El Paso, TX. 79926

Jose O. Castillo, M.D.
1250 E. Cliff Ste. 5D
El Paso, TX. 79902

Patricio Pazmino, MD
1701 N. Mesa, Suite 101
El Paso, TX. 79902

03/01/2008

NPDB Queries

| Description | Status | Results | Submitted Date | Receive Date |
|---------------------------------------|------------------------|----------|--|--------------|
| Las Palmas Medical Center Archived | | | 09/22/1999 09/22/1999 08/29/1995 03/02/2001 | 02/20/2001 |
| Claims Processing | Successfully processed | No match | 03/24/2006 | 03/27/2006 |
| Claims Processing | Successfully processed | No match | 02/01/2008 | 02/01/2008 |

Meetings

| Meeting Type | Specific Meeting Type | Attendance | Date |
|---------------|-----------------------|------------|------------|
| Assignment | Internal Medicine - W | | 01/11/2001 |
| General Staff | | | 04/13/2000 |



TEXAS MEDICAL LIABILITY TRUST

P.O. Box 160140, Austin, Texas 78716

"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM DECLARATIONS PAGE

POLICY NO. 1-102291

| | | |
|---|--|---------------------------------------|
| 1 | NAMED INSURED (including address) Pedro Vargas, MD P. O. Box 3116 El Paso, TX 79923 | NAMED INSURED IS A: Individual |
|---|--|---------------------------------------|

| | |
|---|---|
| 2 | POLICY PERIOD beginning and ending at 12:01 a.m. FROM 10/14/2008 at above stated address TO 10/14/2009 |
|---|---|

3 PROFESSIONAL LIABILITY COVERAGE
Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

| COVERAGE | LIMITS OF LIABILITY | | PREMIUM |
|--------------------------------------|--------------------------------------|--------------------------------|------------|
| A. Professional Liability | each claim \$ 100,000 | all claims \$300,000 | \$4,999.00 |
| B. Deductible (Refer to Endorsement) | \$ 0 | | \$0.00 |
| C. Professional Premises Liability | each premise occurrence \$200,000 | premise aggregate \$200,000 | \$0.00 |
| D. Vicarious Liability | no additional limits | | \$0.00 |
| TOTAL PREMIUM | | | \$4,999.00 |

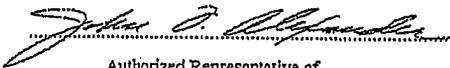
| | |
|---|-----------------------------|
| 4 | TYPE OF COVERAGE OCCURRENCE |
|---|-----------------------------|

| | |
|---|--|
| 5 | Class 1 Principal Practice 81257 INTERNAL MEDICINE |
| | Territory I County EL PASO |

| | |
|---|---------------------------------------|
| 6 | FORMS & ENDORSEMENTS PIO0106, 42, 03B |
|---|---------------------------------------|

| | |
|------------------------|-------------|
| CREDITS INCLUDED ABOVE | |
| Experience Discount | -\$2,143.00 |
| Part Time | -\$2,381.00 |

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 07/30/2008 Countersigned By: 

TP Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

Provider Profile

Stefan Georg Sarre, MD

Name: Stefan Georg Sarre, MD
 ID #: H2000065510
 UPIN #: C21570
 SSN #: 345-32-4401

Date of Birth: 04/22/1932
 Gender: Male
 Place of Birth: Tallinn, Estonia

Language:

NPI#: 1801921523

Areas Of Interest

| Description | Start Date | End Date | Active |
|-------------|------------|----------|--------|
|-------------|------------|----------|--------|

Specialties

| Description | Type | Status | Active |
|------------------------|-----------|---------------------|--------|
| Cardiovascular Disease | Primary | Not Board Certified | Yes |
| Internal Medicine | Secondary | Not Board Certified | Yes |

Board(s)

| Board | Board Status | Certification Date | Expiration Date | Re-certification Date |
|---|---------------|--------------------|-----------------|-----------------------|
| Am Bd Int Med (Sub: Cardiovascular Disease) | Not Certified | | | |
| Am Bd Internal Medicine | Not Certified | | | |

Appointment

Las Palmas Del Sol Healthcare

Original Date: 07/30/1969

Status: Current

Termination Date:

Reappointment Period Begin: 12/14/2011

Category: Active

Reason:

Reappointment Period End: 12/14/2013

Specialty
 Internal Medicine

Status
 Not Board Certified

Addresses
 8941 Parkland Drive
 8941 Parkland
 8941 Parkland Drive

EI Paso, TX 79925
 EI Paso, TX 79925
 EI Paso, TX 79925

Departments / Products

Internal Medicine Department

Original Date: 07/30/1969

Status: Current

Termination Date:

From Date: 12/14/2011

Category: Active

Reason:

To Date: 12/14/2013

Specialty Status

Addresses

Provider Profile

Addresses

Primary Address

8941 Parkland Drive
 El Paso, TX. 79925
 Phone: (915) 592-7190
 Limitations

Fax:

Tax ID:
 County:
 From Date: To Date:

Credentialing Address

8941 Parkland Drive
 El Paso, TX. 79925
 Phone: (915) 592-7190
 Limitations

Fax:

(915) 298-7870

Contact: Gabby
 Tax ID:
 County:
 From Date: To Date:

Home Address

8941 Parkland
 El Paso, TX. 79925
 Phone: (915) 592-7190
 Limitations

Fax:

Tax ID:
 County: El Paso
 From Date: To Date:

Mailing

8941 Parkland.
 El Paso, TX. 79925
 Phone: (915) 592-7190
 Limitations

Fax:

Tax ID:
 County: El Paso
 From Date: To Date:

Education

| Institution | Degree | Program | Begin Date | Finish Date |
|---|--------|----------------|------------|-------------|
| Loyola University of Chicago Stritch School of Medicine 160 South 1st Avenue Maywood, IL 60153 United States | MD | Medical School | | 06/12/1957 |
| William Beaumont Army Medical Ctr. 5005 Piedras Street El Paso, TX 79920 United States | | Internship | 07/01/1957 | 06/30/1958 |
| William Beaumont Army Medical Ctr. 5005 North Piedras El Paso, TX 79920 United States | | Residency | 07/01/1958 | 06/30/1961 |
| Walter Reed Army Medical Center Bldg. 2 Second Floor Room 2135 Washington, DC 20307 United States | | Residency | 09/01/1966 | 06/01/1967 |
| Specialty Cardiovascular Disease | | | | |

Provider Profile

Stefan Georg Sarre, MD

License

| License Type | State | License # | Awarded Date | Expiration Date | Status | Primary |
|---|-------|-----------|--------------|-----------------|--------------|---------|
| Authorization, Attestation and Release (A Case Log) | | | | | | |
| Communicable Disease Form | | | | | | |
| Confidentiality & Security Agreement | | | | | | |
| Continuing Medical Education (CME) | | | 01/01/2009 | 07/01/2011 | | |
| Curriculum Vitae | | | | | | |
| DEA Certificate | TX | AS0890841 | 02/03/2006 | 02/28/2015 | Active | |
| DPS Certificate | TX | 20018558 | 08/21/2000 | 09/30/2012 | Active | |
| Delineation of Privilege (DOP) | | | | | | |
| Govt Issued ID | | | | | | |
| Photo | | | | | | |
| Practitioner Acknowledgement Statement | | | | | | |
| Provider Signature Form | | | | | | |
| Reflex Testing Acknowledgement Statem | | | | | Active | |
| Sanctions - EPLS | | | | | Active | |
| Sanctions - HHS-OIG | | | | | Active | |
| Sanctions - State | | | | | Active | |
| State Addendum | | | | | | |
| State License | TX | C8849 | 06/12/1961 | 05/31/2013 | Active | Yes |
| State License | NM | 83-286 | 01/13/2003 | 07/01/2008 | Not Required | |
| State License | NY | 83936 | | | Not Required | |

Insurance

Medical Protective Company

Policy Type Claims

Policy #: 506261

Effective Date: 10/01/2011

Expiration Date: October 01, 2012

| Primary Limit / Aggregate | Excess Limit / Aggregate |
|---------------------------|--------------------------|
| 200,000.00 / 600,000.00 | 0.00 / 0.00 |

Provider Profile

Stefan Georg Sarre, MD

Affiliation(s)

| <i>Affiliation</i> | <i>Affiliation Begin Date</i> | <i>To Date</i> | <i>Department / Assignment</i> | <i>Category</i> |
|--|-------------------------------|----------------|--------------------------------|-----------------|
| Medical Staff | | | | |
| Las Palmas Medical Center Medical Staff Office El Paso, TX. 79902United States | 07/30/1969 | | Cardiology | Active |
| Del Sol Medical Center 10301 Gateway West El Paso, TX. 799257798United States | 07/30/1969 | | Cardiology | Active |
| Providence Memorial Hospital 1625 Medical Center Dr El Paso, TX. 79902United States | 01/02/1970 | 04/30/2003 | Cardiology | Courtesy |
| Sierra Medical Center 1625 Medical Center Drive El Paso, TX. 79902United States | 01/20/1976 | 02/25/2002 | Cardiology | Courtesy |
| Providence Memorial | 09/01/1969 | 12/31/2000 | | |

Professional Work History

| | | | | |
|--|------------|------------|--|--|
| United States Army Medical Corps | 06/01/1957 | 01/31/1992 | | |
| Blue Cross Blue Shield 2743 Perimeter Pkwy Augusta, GA. United States | 07/01/1998 | 12/31/2003 | | |
| El Paso First Health Plans Inc. 2501 North Mesa El Paso, TX. 79902United States | 07/01/2004 | | | |

Reference

| | |
|--|-------------------|
| Carlos A. Velez, M.D. 2820 N. Stanton El Paso, TX. 79902United States | Cardiology |
| Pedro Vargas, M.D. 3333 N. Mesa St. El Paso, TX. 79902United States | Cardiology |
| Carlos Franco, M.D. 4301 N Mesa Ste 101 El Paso, TX. 79902United States | Internal Medicine |

Provider Profile

Hector Librado Rodriguez, FNP

Name: Hector Librado Rodriguez, FNP

Language:

ID #: TC00003PFV

Date of Birth: 01/21/1966

UPIN #:

Gender: Male

SSN #: 458-49-9918

Place of Birth: El Paso, TX United States

NPI#: 1992724090

Areas Of Interest

| Description | Start Date | End Date | Active |
|-------------|------------|----------|--------|
|-------------|------------|----------|--------|

Specialties

| Description | Type | Status | Active |
|--------------------------|---------|------------------------------|--------|
| AHP - Nurse Practitioner | Primary | Clinical Training - Not Cerf | Yes |

Appointment

Las Palmas Del Sol Healthcare

Original Date: 06/18/2010

Reappointment Period Begin: 06/28/2011

Reappointment Period End: 06/28/2013

Status: Current

Category: Privileges without Membership

Termination Date:

Reason:

Specialty

Status

Addresses

AHP - Nurse Practitioner

Clinical Training - Not Certified

2404 Kilmarnock

El Paso, TX 79925

2404 Kilmarnock

El Paso, TX 79925

2404 Kilmarnock

El Paso, TX 79925

Departments / Products

Internal Medicine Department

Original Date: 06/18/2010

From Date: 06/28/2011

To Date: 06/28/2013

Status: Current

Category: Privileges without Membership

Termination Date:

Reason:

Specialty

Status

Addresses

Provider Profile

Hector Librado Rodriguez, FNP

Addresses

Primary Address

2404 Kilmarnock
El Paso, TX. 79925
Phone: (915) 598-6789
Limitations

Tax ID:
County: El Paso
From Date: To Date:

Credentialing Address

2404 Kilmarnock
El Paso, TX. 79925
Phone: (915) 598-6789
Limitations

Tax ID:
County: El Paso
From Date: To Date:

Home Address

2404 Kilmarnock
El Paso, TX. 79925
Phone: (915) 598-6789
Fax:

Tax ID:
County:
From Date: To Date:

Mailing

2404 Kilmarnock
El Paso, TX. 79925
Phone: (915) 598-6789
Limitations

Tax ID:
County: El Paso
From Date: To Date:

Sequence of Call 1

Phone: Fax:
Limitations

Tax ID:
County:
From Date: To Date:

Sequence of Call 2

Phone: (915) 920-6098 Fax:
Limitations

Tax ID:
County:
From Date: To Date:

Cell

Phone: (915) 920-6098 Fax:
Limitations

Tax ID:
County:
From Date: To Date:

Education

| Institution | Degree | Program | Begin Date | Finish Date |
|---|--------|-----------------|------------|-------------|
| University of Texas School of Nursing 1101 N. Campbell El Paso, TX 79902 United States | MSN | Graduate School | 09/01/2007 | 12/31/2009 |

Provider Profile

Hector Librado Rodriguez, FNP

License

| License Type | State | License # | Awarded Date | Expiration Date | Status | Primary |
|---|-------|------------|--------------|-----------------|--------------|---------|
| American Nurses Credentialing Center Authorization, Attestation and Release (A) | | 2010001339 | 04/05/2010 | 04/04/2015 | Active | |
| Background Check Results | | 21779465 | 06/18/2010 | 02/28/2014 | Not Required | |
| Basic Life Support | | | 02/28/2012 | | | |
| Case Log | | | | | | |
| Communicable Disease Form | | | | | | |
| Confidentiality & Security Agreement | | | | | | |
| Continuing Medical Education (CME) | | | 11/12/2009 | 11/14/2010 | | |
| Curriculum Vitae | | | | | | |
| DEA Certificate | TX | | | | Not Required | |
| DPS Certificate | TX | | | | Not Required | |
| Delineation of Privilege (DOP) | | | | | | |
| Govt Issued ID | TX | 11905318 | | | | |
| Missing Info RFC/RRFC | | | | | | |
| Photo | | | | | | |
| Provider Signature Form | | | | | Active | |
| Sanctions - EPLS | | | | | Active | |
| Sanctions - HHS-OIG | | | | | Active | |
| Sanctions - State | | | | | Active | |
| State Addendum | | | | | | |
| State License | TX | 685937 | 05/07/2010 | 01/31/2014 | Active | Yes |
| State License | TX | 685937 | 04/30/2002 | 01/31/2014 | Active | Yes |

Insurance

Health Care Indemnity

| Policy Type | Occurrence | Primary Limit / Aggregate | Excess Limit / Aggregate |
|-----------------|------------------|-----------------------------|--------------------------|
| Policy #: | HCI-10112 | 1,000,000.00 / 3,000,000.00 | 0.00 / 0.00 |
| Effective Date: | 01/01/2012 | | |
| Expiration Date | January 01, 2013 | | |

Provider Profile

Hector Librado Rodriguez, FNP

Affiliation(s)

| Affiliation | Affiliation Begin Date | To Date | Department / Assignment | Category |
|---|------------------------|---------|--------------------------|----------------------------|
| Allied Health Professional Las Palmas Del Sol Regional Healthcare 7878 Gateway East Ste. 429 El Paso, TX. 79915 United States | 07/27/2010 | | AHP - Nurse Practitioner | Allied Health Professional |
| Professional Work History William Beaumont Army Medical Center Medical Staff Office El Paso, TX. 79924 United States | 03/05/2007 | | AHP - Nurse Practitioner | |
| First Horizon Medical Center 14476 Horizon Blvd. Ste. G El Paso, TX. 79928 United States | 02/01/2010 | | AHP - Nurse Practitioner | |

Reference

- Hayde Fiske, FNP
3409 Dornoch St
El Paso, TX. 79925 United States
- Cecilia Yvonne Del Moral, MD
14476 Horizon Blvd Suite G
Horizon City, TX. 79928 United States
- Lona Winnegan, FNP
12433 Sombra Grande Dr
El Paso, TX. 79938 United States
- Rhonda Sparr, FNP
838 Via Descanso
El Paso, TX. 79912

Sponsor

- Oscar Vega, MD
1801 North Oregon Street
El Paso, TX. 79902 United States

Attachment B- CLIA Certifications

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
LAS PALMAS REHABILITATION HOSPITAL A C
LAS PALMAS DEL SOL HEALTHCARE
300 WAYMORE DR
EL PASO, TX 79902

CLIA ID NUMBER

45D2007613

EFFECTIVE DATE

05/20/2012

EXPIRATION DATE

05/19/2014

LABORATORY DIRECTOR
MIKE FLORES

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.
This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yost

Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
DEL SOL LIFECARE-CARDIAC REHAB
A CAMPUS OF LAS PALMAS DEL SOL HEALTHC
7852 GATEWAY EAST
EL PASO, TX 79915

CLIA ID NUMBER

45D11D5318

EFFECTIVE DATE

09/22/2011

LABORATORY DIRECTOR
GRACY URIAS

EXPIRATION DATE

09/21/2013

Pursuant to Section 823 of the Public Health Service Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Judith A. Yoshi
Judith A. Yoshi, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicare and State Operations

Attachment C- Staff Certifications

Rosemary Avila

Western Technical Institute

El Paso, Texas

This is to Certify that

ROSEMARY AVILA

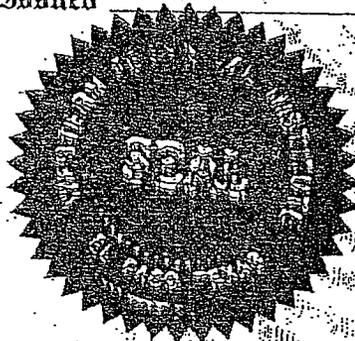
Has completed all requirements in the course of

MEDICAL ASSISTING

Issued

November 1st 1996

in witness whereof, signature affixed



Andrew F. Cole
Instructor

Michael [Signature]
Director

Kathy Poteet

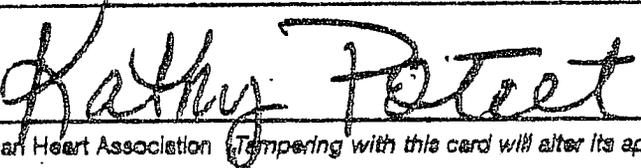
12/13/10 viewed original 

Training Center **CTC 13 – Del Sol Medical Center**

TC Address Contact Info **(915) 621-(915) 621-6522 / 6575 / 6578**

Course Location **Training & Development
10555 Vista del Sol, Suite 100 El Paso, TX**

Instructor **Dr. Thomas Schnurr **

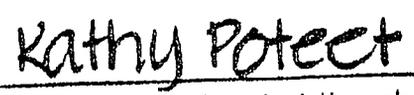
Holder's Signature ****

© 2000 American Heart Association *Tempering with this card will alter its appearance.* 70-2920

American Heart Association 

Learn and Live

ACLS Provider



This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the Advanced Cardiovascular Life Support Program.

11 · Dec · 2010
Issue Date

31 · Dec · 2012
Recommended Renewal Date

HEALTHCARE PROVIDER

Healthcare Provider



Kathy Ann Poteet

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

07-09-12
Issue Date

July 2014
Recommended Renewal Date

*VIEWED
ORIGINATOR
ON 7/10/12
FRANK SMYTH
[Signature]*

HEALTHCARE PROVIDER

| | | | |
|------------------------|--|----------------|---------|
| Training Center Name | Del Sol Medical Center | TC ID # | TX05501 |
| TRAINING & DEVELOPMENT | | | |
| TC info | El Paso, TX 79925 | (915) 621-6522 | |
| Course Location | Del Sol T&D 10555 Vista Del Sol, Suite 100 | | |
| Instructor Name | Frank Smyth | Inst. ID # | |
| Holder's Signature | <i>Kathy Ann Poteet</i> | | |

© 2011 American Heart Association. Tampering with this card will alter its appearance. 90-1801



Teresa Pedroza

HEALTHCARE PROVIDER

Healthcare
Provider



American
Heart
Association.

Terry Pedroza

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

Jan 14, 2012

Issue Date

Jan, 2014

Recommended Renewal Date

*11/19/2012
Viewed
original
[Signature]*

TRAINING & DEVELOPMENT

Training Center Name Del Sol Medical Center TC ID # TX05501

TC TRAINING & DEVELOPMENT
Info El Paso, TX 79925 (915) 621-6522

Course
Location Del Sol T&D 10555 Vista Del Sol, Suite 100

Instructor Name Jimmy J. Zambrano Inst. ID # 05110014295

Holder's Signature *[Signature]*

Certificate of Completion

Awarded to

Teresa Pedroza

For satisfactorily completing 210 hours of instruction in

Phlebotomy Technician

this 18th day of May, 2012. CEUs 21.0



Marta de la Fuente
Marta de la Fuente, Director
Continuing Education for Health and Fitness

David Angulo

American Heart
Association



Learn and Live

Healthcare Provider

David Angulo.

This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the BLS for Healthcare Providers (CPR & AED) Program.

Sept 9, 2011
Issue Date

Sept, 2013
Recommended Renewal Date

*Viewed original 5/23/12
KMP*

CTC 13 - Del Sol Medical Center
Instructor Number 05110014295

ess
Info

(915) 621-6575/6578

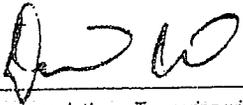
TRAINING & DEVELOPMENT

10555 Vista Del Sol, Suite 100 El Paso,

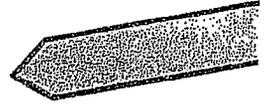
Dr

Jimmy I. Zambrano

re



American Heart Association Tampering with this card will alter its appearance. 70-2915



American College of Sports Medicine

has conferred upon

David Casillas Angulo

ACSM Certified Clinical Exercise SpecialistSM

Having fulfilled the requirements established by the
Committee on Certification and Registry Boards of the American College of Sports Medicine.

1026059

Certification Number

5/25/2012

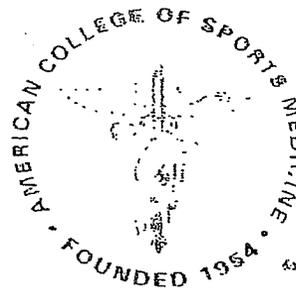
Certification Date

December 31, 2015

Recertification Due Date

678828

ACSM Identification Number



Deborah A. Riebe

Deborah A. Riebe, Ph.D., F.A.C.S.M.
ACSM Committee on Certification
and Registry Boards

James R. Whitehead

James R. Whitehead
ACSM Executive Vice President

Manuel Munoz



Texas Board
of Nursing

Registered Nurses - Verification Results

MANUEL A MUNOZ

- License Type: REGISTERED NURSE
- Resides in: EL PASO TX 79938
- License No: 758973
[Click here to view license](#)
- Issued on: 7/24/2008
- Licensure Status: CURRENT - 11/30/2013
- Compact License: YES
- Current Disciplinary Action: NONE

Total Finds: 1

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701

Office: (512) 305-7400



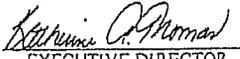
Texas Board
of Nursing

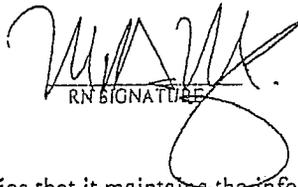
REGISTERED NURSE
TEXAS BOARD OF NURSING

333 Guadalupe #3-460, Austin, Texas 78701

A CERTIFICATE OF RE-REGISTRATION TO PRACTICE PROFESSIONAL NURSING
RN LIC NO. 758973 COMPACT LICENSE EXPIRES 11/30/2013

MANUEL A MUNOZ


EXECUTIVE DIRECTOR


RN SIGNATURE

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701

Office: (512) 305-7400

American Heart Association



Learn and Live

ACLS Provider

Manny A. Muñoz

This card certifies that the above individual has successfully completed the national cognitive and skills evaluations in accordance with the curriculum of the American Heart Association for the Advanced Cardiovascular Life Support Program.

18 June 2011
Issue Date

30 Jun 2013
Recommended Renewal Date

Training Center

CTC 13—Del Sol Medical Center

TC Address Contact Info

(915) 621-6522 / 6575 / 6578

Course Location

Training & Development
10555 Vista del Sol, Suite 100 El Paso, TX

Instructor

Dr. Thomas Schnurr *TS*

Holder's Signature

Manny A. Muñoz

© 2000 American Heart Association Tampering with this card will alter its appearance. 70 2920

*Viewed original
5/25/12 KAP*



Mike DeSantiago

viewed & verified 8/16/12

HEALTHCARE PROVIDER HEALTHCARE PROVIDER

Healthcare
Provider



Mike De Santiago

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

06/05/2012

06/2014

Issue Date

Recommended Renewal Date

Training Center Name **ProAction Emer Svcs Inst.** TC ID # **TX04758**
El Paso, TX, 79925

TC Info **City, State** **915-532-2771**

Course Location **9133 W. H. B urges**

Instructor Name **Judy Munoz** Inst. ID #

Holder's Signature *[Signature]*

© 2011 American Heart Association. Tampering with this card will affect its appearance. 90-1802

PEEL
HERE

Peel the wallet card off the sheet and fold it over.



Russell Bass

HEALTHCARE PROVIDER

Healthcare
Provider



Russell Bass

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

01/2012

Issue Date

01/2014

Recommended Renewal Date

Brenda Salyer



American Academy of
Orthopedic Surgeons

American College of
Emergency Physicians
ADVANCING EMERGENCY CARE

This card verifies that

BRENDA SCHWULST

has successfully completed the knowledge and skill evaluations for the
Emergency Care and Safety Institute **STANDARD**
First Aid course.

5/2010
Completion Date
EPEC
Educational Center

5/2013
Recommended Renewal Date
Maurice Henry Ph.D.
Instructor

HEALTHCARE PROVIDER

Healthcare
Provider



BRENDA SALYER

This card verifies that the above individual has successfully
completed the cognitive and skills evaluations in accordance with
the curriculum of the American Heart Association BLS for Healthcare
Providers (CPR and AED) Program.

08/02/2012
Issue Date

08/2014
Recommended Renewal Date

Career Centers of Texas-El Paso



Be It Known That

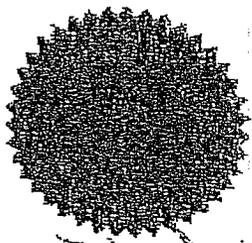
Brenda Schuidst

having successfully completed the required Course of Instruction
and upon Examination having been found
duly qualified in the subjects of the Course, is hereby awarded this

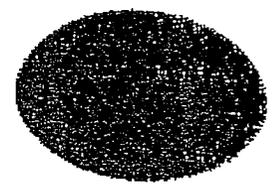
Diploma

**in
Medical Assistant Clinical/Clerical**

Given at El Paso in the state of Texas on December 11th, 2006



Frank M. Jennings, Executive Director



Rafaela Garcia
Rafaela Garcia, Director of Education

American Medical Technologists



The Board of Directors has determined that

Brenda J. Schoultz, RMA

is a certified

Registered Medical Assistant

EXECUTIVE DIRECTOR

The following individual is a certified member in good standing with American Medical Technologists.

Member ID:207617 Expires 08/01/2013
Ms. Brenda J. Salyer RMA Active
12287 Tierra Loma Rd
El Paso, TX 79938
United States

Exp. Aug
2013

Certificate of Completion

Awarded to

Brenda Schwulst

For satisfactorily completing 210 hours of instruction in

Phlebotomy Technician



this 9th day of August, 2007. CEUs 21.0

Richard M. Rhodes
Richard M. Rhodes, Ph.D.
College President

Maria de la Fuente
Maria de la Fuente, Director
Continuing Education for Health and Fitness

GRADUATION CERTIFICATE

awarded to:

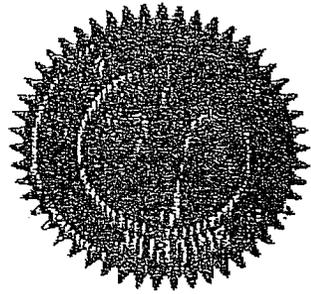
Brenda Salyer

For successful completion of studies in Nursing Assistant
(75 hrs)

Presented by

Emerald Nursing School

May 23, 2011




Nancy Minter, Director of Education



Cora McLeod

REGISTERED NURSE
TEXAS BOARD OF NURSING

333 Guadalupe #3-460, Austin, Texas 78701

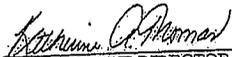
A CERTIFICATE OF RE-REGISTRATION TO PRACTICE PROFESSIONAL NURSING

RN LIC. NO.
227002

COMPACT LICENSE

EXPIRES
2/28/2013

CORA L MCLEOD MCLEOD


EXECUTIVE DIRECTOR


RN SIGNATURE

ACLS Provider

Cora McLeod



This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date 20 AUGUST 2011

Recommended Renewal Date 21 AUGUST 2013

Del Sol Medical Center TX 05501

| | | | |
|----------------------|---|------------|-----------------------|
| Training Center Name | <u>TRAINING & DEVELOPMENT</u> | TC ID # | |
| TC Info | <u>El Paso, TX 79925</u> | | <u>(915) 621-6522</u> |
| Course Location | <u>Del Sol T&D 10555 Vista Del Sol, Suite 100</u> | | |
| Instructor Name | <u>Tom Schnurr, M.D.</u> | Inst. ID # | <u>05060098592</u> |
| Holder's Signature | <u>Cora S. McLeod</u> | | |

© 2011 American Heart Association Tampering with this card will alter its appearance. 90-1806

Jessica Gomez



New Mexico Board of Nursing

Online Licensee/Certificate Holder Lookup Results

These search results were executed at 3:12pm on 7/30/2012

| Search Results | |
|-------------------------|---------------------|
| Name: | GOMEZ, JESSICA |
| Title: | Registered Nurse |
| License # | RN-71894 |
| Issue Date: | 08/13/2010 |
| Expiration Date: | 08/31/2014 |
| MSR Status: | Multi-state Compact |

This verification provides current data extracted by the New Mexico Board of Nursing (NMBON) from its own database. The data in this web site is provided by and controlled by the NMBON and therefore constitutes a primary source verification of licensure status in New Mexico. The data is updated daily. There will be a minimum delay of one business day between the date the license was issued, renewed or updated and available for verification on this web site. No responsibility is assured or implied for errors or omissions created by inadvertent omissions, and/or data entry, and/or technical difficulties. No one shall be entitled to claim detrimental reliance thereon. For information regarding those categories not included in the database and/or concerns about transmission errors, inconsistencies, or other data issues that may be identified from time to time, contact the NMBON.

*Rec'd & verified
by CI
7/30/2012*

HEALTHCARE PROVIDER

Healthcare
Provider



Jessica Gomez

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Provider (CPR and AED) Program.

07/24/2012

07/2014

Issue Date

Recommended Renewal Date

*2/12/18 W
POH/WR/S/POH*



EXHIBIT C

BASELINE PHYSICAL EXAMS AND GENERAL FITNESS SCHEDULE

I. AGE GROUPS

- A. Ages 29 and under: estimated number of participants is 251.
- B. Ages 30 – 39: estimated number of participants is 295.
- C. Ages 40 and above and HazMat Entry Team: estimated number of participants is *352.

*Included in this age group will be members of the Hazardous Materials Entry Team (estimated number of participants – 40) and persons that a physician deems Level II Examinations.

II. LEVELS OF SERVICES

Level I. Baseline Screening

Level II. Comprehensive Examination

Level III. General Fitness Assessment

Complete Physical Exam. Level I, Level II, Level III

III. SCHEDULE

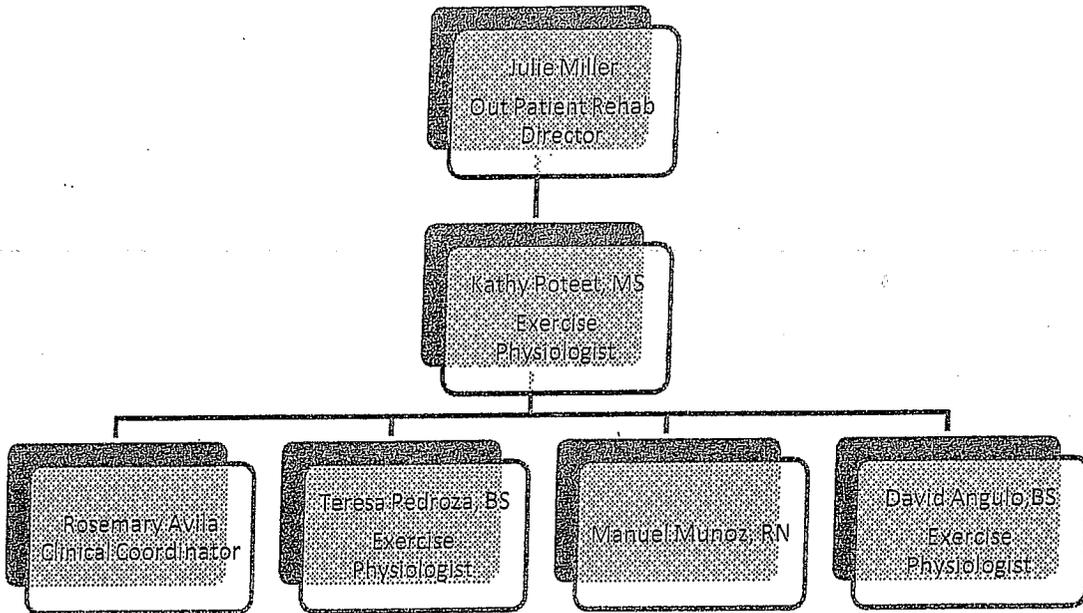
Participants in age group A will be administered Level I and Level III annually and a Complete Physical Exam every three (3) years. Participants in age group B will be administered Level I and Level III annually and a Complete Physical Exam every two (2) years. Participants in age group C will receive a Complete Physical Exam annually.

EXHIBIT D

**LAS PALMAS DEL SOL HEALTH CARE
ORGANIZATIONAL CHART**

Attachment D-Staffing Organizational Chart

Del Sol LifeCare Center



Las Palmas LifeCare Center

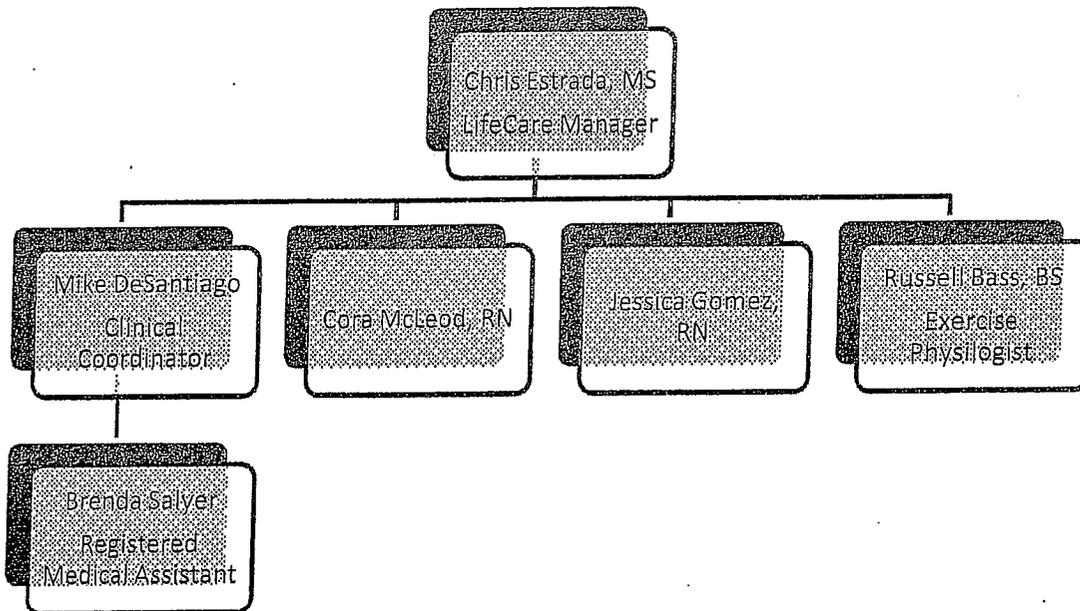


EXHIBIT E

LAS PALMAS DEL SOL HEALTH CARE PROPOSAL COST

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCEEDS

Initial Proposal Cost



A. BASELINE SCREENINGS – LEVEL I: CONTRACTOR SHALL ASSESS A COST FOR EACH LABORATORY TEST PERFORMED ON EACH APPLICANT OR EMPLOYEE AS FOLLOWS:

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|--|--------------------------------------|---------------------|---|
| PERSONAL & FAMILY HEALTH HISTORY ANALYSIS | 898 | \$ 5.50 | \$ 4,939.00 |
| BLOOD TEST SMAC-20 SMAC-24 LIPID PROFILE COMPLETE BLOOD COUNT (CBC) | 898 | \$ 55.00 | \$ 49,390.00 |
| URINALYSIS (ROUTINE) | 898 | \$ 14.30 | \$ 12,841.40 |
| SPIROMETRY/LUNG/FUNCTION SCREENING (TO INCLUDE PHYSICAL INTERPRETATION/RADIOLOGIST'S INTERPRETATION) | 898 | \$ 22.00 | \$ 19,756.00 |
| HEARING TEST | 898 | \$ 11.00 | \$ 9,878.00 |
| ANNUAL ESTIMATED TOTAL FOR PART A (LEVEL 1) | | | \$96,804.40 |

Mayor
John S. Cook

City Council

District 1
Ann Morgenthaler

District 2
Susan Davis

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michael R. Noe

District 6
Eddie Holguin Jr.

District 7
Stevie Ortega

District 8
Carmey, Berdick, Gilland

City Manager
Joyce A. Wilson



FINANCIAL SERVICES - PURCHASING DIVISION
2 Civic Center Plaza, 7th Floor, City Hall – El Paso, Texas 79901
(915) 541-4038 Fax (915) 541-4347

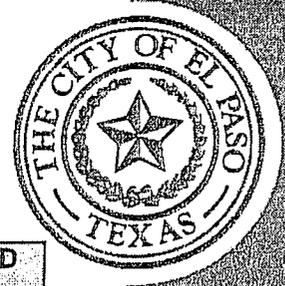


Texas Comptroller
Leadership Circle

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

B. COMPREHENSIVE EXAMINATIONS - LEVEL II



Mayor
Roberto J. Cook

City Council

District 1
Ann Morgan Daily

District 2
Sally Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
D. Michael R. Nabe

District 6
Edmie Holguin Jr.

District 7
Steve Orlepp

District 8
Cortney Carlisle Miland

City Manager
Joyce A. Wilson

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|---|--------------------------------------|---------------------|---|
| MEDICAL EXAMINATIONS PERFORMED BY LICENSED PHYSICIANS: VITAL SIGNS: PULSE, RESPIRATIONS, BLOOD PRESSURE, AND IF INDICATED, TEMPERATURE EARS, EYES, NOSE, MOUTH, THROAT GASTROINTESTINAL SYSTEM, RESPIRATORY SYSTEM CARDIOVASCULAR SYSTEM DERMATOLOGICAL SYSTEM GENITOURINARY SYSTEM ENDOCRINE AND METABOLIC SYSTEM MUSCULOSKELETAL SYSTEM NEUROLOGICAL SYSTEM VISUAL ACUITY AND PERIPHERAL VISION TESTING | | | |
| STRESS TEST- MAXIMAL GRADED TREADMILL STRESS TEST | 392 | \$ 126.50 | \$ 49,588.00 |
| BLOOD TEST (TO INCLUDE PSA OVER AGE OF 40) | 352 | \$ 33.00 | \$ 11,616.00 |
| ANNUAL ESTIMATED TOTAL FOR PART B (LEVEL II) | | | \$ 61,204.00 |



FINANCIAL SERVICES - PURCHASING DIVISION
2 Civic Center Plaza, 7th Floor, City Hall - El Paso, Texas 79901
(915) 541-4038 Fax (915) 541-4347

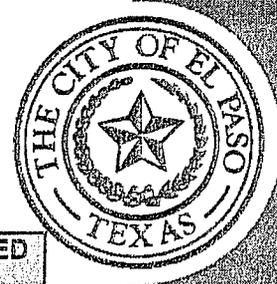


Texas Comptroller
Leadership Circle

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

C. GENERAL FITNESS ASSESSMENT - LEVEL III



| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|--|--------------------------------------|---------------------|---|
| MAXIMAL EXERCISE TEST | 898 | \$ <u>16.50</u> | \$ <u>14,817.00</u> |
| MUSCULAR STRENGTH AND ENDURANCE TEST PUSH-UP TEST SITUP TEST FLEXIBILITY TEST | 898 | \$ <u>5.50</u> | \$ <u>4,939.00</u> |
| INDIVIDUAL EXERCISE PRESCRIPTION | 898 | \$ <u>5.50</u> | \$ <u>4,939.00</u> |
| BODY COMPOSITION ANALYSIS (BCA) | 898 | \$ <u>5.50</u> | \$ <u>4,939.00</u> |
| ANNUAL ESTIMATED TOTAL FOR PART C (LEVEL III) | | | \$ <u>29,634.00</u> |

| | | | |
|--|--|--|-----------------------------|
| ANNUAL ESTIMATED TOTAL (PART A, B, AND C) | | | \$ <u>187,642.40</u> |
|--|--|--|-----------------------------|

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Sally Byrd

District 3
Ernie Acosta

District 4
Carl L. Robinson

District 5
Dr. Michael R. Noe

District 6
Ernie Holguin Jr.

District 7
Steve Ortega

District 8
Goriney Carlisle Wilentz

City Manager
Jody A. Wilson



FINANCIAL SERVICES - PURCHASING DIVISION
2 Civic Center Plaza, 7th Floor, City Hall - El Paso, Texas 79901
(915) 541-4038 Fax (915) 541-4347



Texas Comptroller
Leadership Circle

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCEEDS

**PROPOSAL COST – NEGOTIATION
ADDITIONAL SERVICES**



**D. (BASELINE SCREENINGS – LEVEL I, ITEM NO. 2) ANALYSIS OF
PERSONAL AND FAMILY HEALTH HISTORY AND LIFESTYLE RISK
FACTORS**

Each firefighter will receive a complete analysis of personal and family health history and lifestyle habits. This report called, "The Heart Test" will list each firefighter's risk for coronary heart diseases. A management summary report with a spreadsheet will be prepared on a quarterly and annual basis and submitted to the Fire Chief. The spreadsheet shall include the following:

- Data identifying the membership by gender and age categories (i.e. 29 and under, 30-39, 40 and over)
- o Body composition
- o VO2 max
- o Flexibility
- o Muscular endurance
- Phase I and Phase II status summaries shall be provided for each reporting period.

| TYPE OF SERVICE | ESTIMATED ANNUAL NUMBER OF LAB TESTS | UNIT PRICE PER TEST | TOTAL EXTENDED PRICE (NUMBER OF LAB TESTS X UNIT PRICE) |
|--|--------------------------------------|---------------------|---|
| PERSONAL & FAMILY HEALTH HISTORY ANALYSIS TO INCLUDE "THE HEART TEST" • ACSM GUIDELINES WITH DETAILS AND COST ON HOW PRINCIPLES WILL BE APPLIED | 898 | \$ 5.00 | \$ 4,490 |
| ANNUAL ESTIMATED TOTAL (PART A, B, C, and D) | | | \$ 192,132.40 |

- Mayor
John Cook
- City Council
- District 1
Ann Morgan Lilly
- District 2
Susan Byrd
- District 3
Ennis Anoshe
- District 4
Carl Robinson
- District 5
Dr. Michael R. Noe
- District 6
Earle Holman Jr.
- District 7
Steve Ortega
- District 8
Gordy Darius Hill
- City Manager
Joyce A. Wilson



FINANCIAL SERVICES - PURCHASING DIVISION
2 Civic Center Plaza, 7th Floor, City Hall – El Paso, Texas 79901
(915) 541-4038 Fax (915) 541-4347



Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS

PROPOSAL COST - NEGOTIATION



E. REHABILITATION SERVICES (SECTION III - ADDITIONAL REQUIREMENTS, ITEM D)

| TYPE OF SERVICE | |
|--|-------------------------|
| <ul style="list-style-type: none"> • FIRE DEPARTMENT PHYSICIAN WHO IS FAMILIAR WITH JOB REQUIREMENTS AND FOR FIT-FOR-DUTY EXPECTATIONS. • CURRENT TREATMENT METHODS FOR THE MOST FREQUENT JOB-RELATED INJURY OR ILLNESS FOR UNIFORMED PERSONNEL. • CLINICIANS FAMILIAR WITH FIRE SERVICE JOB REQUIREMENTS AND FIT-FOR-DUTY EXPECTATIONS. • A TRANSITIONAL DUTY PROGRAM. • PERIODIC RE-EVALUATION PRIOR TO RETURNING TO FULL DUTY. • PERSONALIZED EXERCISE PRESCRIPTION THAT CONSIDERS JOB REQUIREMENTS AND THE INDIVIDUAL'S PAST MEDICAL HISTORY. • COMPREHENSIVE INJURY PREVENTION PROGRAM <p>(PROVIDE ANY ADDITIONAL REHABILITATION SERVICES OFFERED ON A SEPARATE SHEET)</p> | |
| <p>COST PER SESSION</p> | <p>\$ <u>128.00</u></p> |

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Terina Acosta

District 4
Carl L. Robinson

District 5
Dr. Michael R. Nor

District 6
Eddie Holguin Jr

District 7
Steven Ortega

District 8
Orrinay Castro Nland

City Manager
Joyce A. Wilentz



FINANCIAL SERVICES - PURCHASING DIVISION
2 Civic Center Plaza, 7th Floor, City Hall - El Paso, Texas 79901
(915) 541-4038 Fax (915) 541-4347



Texas Comptroller
Leadership Circle