

POST OFFER/ FIT FOR DUTY TESTING SERVICES <b>5-16-2017</b>	BTE TECHNOLOGIES	UNIFY HEALTH SERVICES	ATHLETICO LTD	WORKSTEPS INC
	7455 - L NEW RIDGE RD HANOVER MD 21076	2970 HANLEY RD STE 301 JACKSONVILLE FL 32257	625 ENTERPRISE DR OAK BROOK IL 60523	3019 ALVIN DEVANE BLVD STE 150 AUSTIN TX 78741
<b>1.1. NAME, ADDRESS, AND PHONE NUMBER OF INDIVIDUAL TO CONTACT SHOULD THERE BE QUESTIONS:</b>				
NAME	DON HECKLINSKI - DIRECTOR	KELLY PORTER	BRIAN HOUGHIN	PATRICK O'CONNOR
ADDRESS	5829 CHESTNUT TRACE BIRMINGHAM AL 35244			3019 ALVIN DEVANE BLVD. AUSTIN TX78741
PHONE NUMBER	(205)-987-2370	(904)-629-7323	(314)-238-2000	(512)-617-4100 x213
<b>1.2. A. How Many years has your company been in business?</b>	36 years	3 YEARS	25 YEARS	30 YEARS
<b>1.2. B. Who will be the assigned group service representative and what is the location of the representative's office</b>				
NAME:	ROBERT STONER, SR. VICE PRESIDENT - OPERATIONS	JILL BAXTER	BRIAN HOUGHIN	ANDY RAMIREZ
PHONE NUMBER:	(720)-266-0123 x209	(561)-777-5918	(314)-238-2000	(512)-617-4100 x209
ADDRESS:	8390 E CRESCENT BLVD STE 120 GREENWOOD VILLAGE CO 80111	2970 HANLEY RD STE 301 JACKSONVILLE FL 32257	13537 BARRETT PKWY DR STE 105 BALLWIN MO 63021	3019 ALVIN DEVANE BLVD STE 150 AUSTIN TX 78741
FAX:	(720)-266-0120	(904)-518-3731	(314)-821-9142	(512)-617-4106
EMAIL:	<a href="mailto:RSTONER@BTETECH.COM">RSTONER@BTETECH.COM</a>	<a href="mailto:JILL@UNIFYHS.COM">JILL@UNIFYHS.COM</a>	<a href="mailto:BRIAN.HOUCHIAN@ATHLETICO.COM">BRIAN.HOUCHIAN@ATHLETICO.COM</a>	<a href="mailto:ANDYR@WORKSTEPS.COM">ANDYR@WORKSTEPS.COM</a>

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<b>1.2. C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and type of coverage</b>	UNIVERSITY OF MISSOURI (COLUMBIA, ROLLA, KANSAS CITY, ST. LOUIS)  - PHYSICAL DEMANDS ANALYSIS (PDA)  - POST OFFER EMPLOYMENT TESTING (POET)  - RETURN TO WORK (JOB ABLE)	N/A	YES. CEDAR HILL FIRE PROTECTION DIST. CITY OF BRENTWOOD, CITY OF JENNINGS, WEST CO EMS & FIRE PROTECTION DIST., MODOT, MEHLVILLE FIRE PROTECTION DIST., PATTONVILLE FIRE PROTECTION DIST., CITY OF RICHMOND HEIGHTS, ROCK TOWNSHIP AMBULANCE.	CAPE GIRARDEAU COUNTY ROAD & BRIDGE, CEDAR HILL FIRE PROTECTION DIST., CITY OF ANDOVER, CITY OF BALLWIN, CITY OF BRASON, CITY OF BRENTWOOD, CITY OF CHESTERFIELD, CITY OF CLAYTON, CITY OF FENTON, CITY OF FREDERICKTOWN, CITY OF GRAIN VALLEY, CITY OF HARRISONVILLE, CITY OF INDEPENDENCE, CITY OF JOPLIN, CITY OF KCMO, CITY OF KIRKWOOD, CITY OF MEXICO, CITY OF MOUTIAN GROVE, CITY OF NEWTON, CITY OF O'FALLON, CITY OF OLATHE, CITY OF OLIVETTE, CITY OF PERRYVILLE, CITY OF STE. GENEVIEVE, CITY OF TOPKA, CITY OF WEST PLAINS, HILLSBORO FIRE PROTECTION DIST., KDOT, MEHLVILLE FIRE PROTECTION DIST., MODOT, NEWTON COUNTY AMBULANCE, NORTH JEFFERSON COUNTY AMBULANCE, PARKWAY SCHOOL DIST., 455, PUBLIC WATER SUPPLY DIST. 1 OF STE. GENEVIEVE, RICHMOND HEIGHTS PUBLIC WATER WORKS, ST. CHARLES COUNTY AMBULANCE DISTRICT, STE. GENEVIEVE COUNTY MEMORIAL HOSPITAL, STE. GENEVIEVE COUNTY SHERIFF'S DEPARTMENT, VALLE AMBULANCE DISTRICT, VALLEY PARK FIRE PROTECTION DIST., WICHITA PUBLIC SCHOOLS.
<b>1.2. D. How many employees does your company have?</b>	118 EMPLOYEES	16 EMPLOYEES	4,000 + EMPLOYEES	26 EMPLOYEES

## BID TABULATION - POST OFFER FIT FOR DUTY TESTING SERVICES

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how many are in Jefferson County?	0	0	APPROX 30 EMPLOYEES IN JEFFERSON COUNTY	0
1.2. E. do you offer case management services? If so describe how you will handle our cases.	NO	WE CAN PROVIDE BOTH TELEPHONE AND FIELD CASE MANAGEMENT BASED ON YOUR NEEDS THESESE SERVICES ARE BASED ON HOURLY AND (CAP) RATE.	NO. WE PERFORM CLINICAL PEER TO PEER REVIEWS; A MONTHLY REPORT AVAILABLE UPON REQUEST	
1.3. A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least tewlve months, except for breach contract?	YES	YES	YES	YES
3.3 Location of Service(s):	913 BOLGER COURT FENTON MO 63026	1300 VETERANS BLVD FESTUS MO 63028 (ONSITE TESTING IS ALSO AVAILABLE)	ARNOLD CLINIC - 3950 VOGEL RD ARNOLD MO 63010 FESTUS CLINIC - 1300 VETERANS BLVD STE C FESTUS MO 63028	PEAK SPORT AND SPINE 1403 NORTH TRUMAN BLVD FESTUS MO 63028
3.4. Milage from Hillsboro, Missouri?	29 MILES	9.92 MILES (OR) ONSITE	10-20 MILES	12 MILES
3.5 Rate Schedule of Services provided to the County of Jefferson Employees				
3.5 A. POST OFFER/ FIT FOR DUTY TESTING SERVICES				
Onsite Job Analyses and Report Generation:	\$1650 PER JOB	1800 PER JOB ANALYSIS INCLUDE REPORT 6 PAGES (+) DIGITAL EXAMPLE, SUMMARY PAGE, AND EQUIPMENT LIST	\$200 PER HOUR	\$200/PER HOUR, PLUS EXPENSES
POST OFFER SCREENINGS:			\$280/ PER SCREEN	\$275*
With neurometrix testing:		\$195 PER TEST WITHOUT NEUROMETRIX TESTING CAN OFFER NP3 TEST PROTOCOL WITH NP3- \$700	\$175/PER SCREEN	\$185.00
Without neurometrix testing:	(Section 4) PLEASE SEE ATTACHED	NOT AVAILABLE	N/A	\$175*
Neurometrix testing only:		\$225 PER TEST PHYSICAL COMPONENT ONLY	\$175/ PER SCREEN	\$185.00
EXCEPTIONS TO BID				

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COMMENTS:	NO EXCEPTIONS	SEE NP3 ATTACHMENT FACT SHEET		SEE ATTACHED
<b>REQUIRED DOCUMENTS</b>				
NOTARIZED WORK AFFIDAVIT COMPLETED	Y	Y	Y	Y
E-VERIFICATION DOCUMENTATION (Y/N):	N	N	N	Y
COPY OF INSURANCE PROVIDED	Y	Y	Y	Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY	Y	Y	N	Y
COOPERATIVE BID FORM (Y/N)	Y	Y	Y	N
COOPERATIVE CONTACT INFO:	Y	Y	Y	Y
COMPANY INFORMATION AND SIGNATURE	Y	Y	Y	Y
BID DEPOSIT REQUIRED	N/A	N/A		N/A
COMMENTS:	PLEASE SEE ATTACHED E-VERIFY AWARDED UPON CONTRACT AWARD	PLEASE SEE ATTACHED		PLEASE SEE ATTACHED



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 17-0039

**Request for Proposal:** POST OFFER/ FIT FOR DUTY TESTING SERVICES

**Date Issued:** 4-20-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 16, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**NICOLE CRAWFORD**  
Department of Human Resources  
636-797-5563  
[ncrawford@jeffcomo.org](mailto:ncrawford@jeffcomo.org)

**Contract  
Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Proposal  
Information As  
Shown In Sample:**

**Contract Term:**  
upon approval by  
the County Council  
and County  
Executive

**Vendor  
Information:**

**SAMPLE ENVELOPE**

<i>VENDOR NAME</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
<i>VENDOR ADDRESS</i>	<b>JEFFERSON COUNTY MISSOURI</b>
<i>CONTACT NUMBER</i>	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>

*SEALED PROPOSAL: (PROPOSAL NAME)*

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

BTE TECHNOLOGIES, INC James Eichelman  
Company Name Authorized Agent (Print)

7455-L NEW RIDGE ROAD James Eichelman  
Address Signature

HANOVER, MD 21076 VP- Finance & Administration  
City/State/Zip Code Title

410-850-0333 5/12/17 52-1165956  
Telephone # Date Tax ID #

JELCHELMAN@btetech.com 410-850-5244  
E-mail Fax #

## INFORMATION QUESTIONNAIRE

1.0. Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

1.1. Name, Address and Phone Number of individual to contact should there be questions:

DON HECKLINSKI DIRECTOR-BUSINESS DEV Phone#: 205-987-2370  
5829 CHESTNUT TRACE, BIRMINGHAM, AL 35244

1.2. COMPANY INFORMATION

A. How many years has your company been in business? 36 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: ROBERT STONER, SR. VICE PRESIDENT- OPERATIONS

Phone Number: (720) 266-0123 X 209

Address: 8390 E. CRESCENT BLVD SUITE 120  
GREENWOOD Village, CO 80111

Fax: (720) 266-0120 E-Mail: RSTONER@BTETECH.COM

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

UNIVERSITY OF MISSOURI (COLUMBIA, ROLLA, KANSAS CITY,  
ST. LOUIS)  
- PHYSICAL DEMANDS ANALYSIS (PDA)  
- POST OFFER EMPLOYMENT TESTING (POET)  
- RETURN TO WORK (JOB ABLE)

D. How many employees does your company have? How many are in the Jefferson County? 118 Ø

E. Do you offer case management services? If so describe how you will handle our cases.

*No*

### 1.3. MISCELLANEOUS

A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract? *(12 MONTH TERM)*

YES *X* NO \_\_\_\_\_

B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements.

### 2.0 INSTRUCTIONS TO BIDDERS

2.1 Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

2.2 The following guidelines are applicable to each program and/or plan:

A. Contract Site: State of Missouri  
Nature of Business: County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2017.

## **SPECIFICATIONS**

**3.0** The following specifications apply to all coverages:

**3.1** Jefferson County invites proposals for **POST OFFER/FIT FOR DUTY TESTING SERVICES**.

**3.2** Bidders are invited to provide proposals on any one or all lines of coverage requested.

A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception Section 6.0" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable **Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations**.

B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.

C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.

D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:

- Response to the Information Questionnaire
- Post Offer/Fit for Duty Testing Services Specification Sheet

E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.

F. Questions regarding proposals specifications must be submitted to Nicole Crawford at [ncrawford@jeffecom.org](mailto:ncrawford@jeffecom.org) no later than May 9, 2017. The County, in turn, will provide a response to bid specification questions.

**3.3 Location of Service(s):**

913 BOLGER COURT

FENTON, MO 63026

3.4 Mileage from Hillsboro, Missouri

29 MILES

3.5 Rate Schedule of Services provided to the County of Jefferson Employees

A. Post Offer/Fit for Duty Testing Services

Cost

Onsite Job Analyses and Report Generation:

\$1,650 per job

Post Offer Screening:

With neuromatrix testing:

Without neuromatrix testing:

(SECTION 4)  
See attached statement of work

Neuromatrix testing only:

Fit for Duty Testing:

EXCEPTIONS TO BID

COMMENTS:

NO EXCEPTIONS

## Statement of Work Proposal

### Program Objective

This Statement of Work to Jefferson County, Missouri (JeffCo) is included in the Request for Proposal: Post Offer/Fit For Duty Testing Services (Bid # 17-0039). The objectives of BTE's Post Offer Employment Testing (POET) and Fit-for-Duty Testing Programs are to enhance worker health & safety, reduce injury incidence and associated expenses, and expedite safe return to work following an absence.

JeffCo will realize a return-on-investment as a result of implementing BTE's POET program. The ROI is derived from the savings of the musculoskeletal injury frequency and severity (cost per claim) of the POET tested employees versus the existing (non-POET tested) employees. Other areas of indirect savings that are not factored into the ROI include: early return-to-work determination (due to baseline data); reduced healthcare and disability costs; improved productivity; decreased absenteeism; reduction in turnover (especially early turnover). The financial impact goal of the BTE POET program is to pay for itself in year one and generate a return of \$3-5 for each dollar spent in years 2-4. Attached in the appendix are two actual case studies from clients who have utilized BTE's injury prevention and post-injury/return-to-work programs for several years and realized a significant positive impact on their bottom line.

The BTE Program components include:

- Essential Function/Physical Demands Analysis Reports
- Develop, validate and implement a Post Offer Employment Test (POET) Program for six (6) job classifications within JeffCo:
  - Highway Drivers
  - Operators
  - Animal Control Officers
  - Shelter Attendants
  - Facilities Maintenance Workers
  - Facilities Custodians
- Train POET provider for JeffCo
- Program Management (OscarLink software license, access, training, periodic reporting, billing/disbursement, provider support, ad hoc data reports)
- Fit-for-Duty Evaluations

### BTE Solutions

BTE's proprietary, state-of-the-art functional measurement processes and technology are used to perform the services referenced in this Statement of Work. As a result, our services provide reliable, consistent, and objective results that meet or exceed all current regulatory requirements. The services include:

#### Initial Project Scope

An initial conference call concurrent with contract execution is recommended for project orientation to:

- Discuss any procedural questions with management representatives
- Establish a project timeline
- Schedule onsite data collection visits
- Review essential functions of existing job descriptions
- Review program deliverables

#### Essential Function/Physical Demands Analysis (PDA)

BTE Technologies, Inc.  
Proprietary and Confidential MSA

Preventing injuries begins with understanding the physical demand requirements of the essential functions of the job. A detailed Essential Job Function/Physical Demands Analysis is performed on designated JeffCo job classifications to evaluate and measure the actual requirements of an employee performing the job. BTE clinical staff conducts the PDAs using BTE's proprietary Job Evaluator System (see picture below) to gather reliable measures of forces, weights, and other task demands. PDAs are performed in conjunction with observation and interviews of employees and supervisors as subject matter experts.

Typical PDA measurements will include:

- Real-time measures of forces including lifting, pushing, pulling, grip, pinch, tip
- Observation of work tasks and required body mechanics
- Measuring weight, height and distance for essential work processes
- Recording distance, duration and frequency of postural tasks such as reaching, stooping, kneeling, etc.
- Assessment of environmental conditions and exposures such as temperature, noise, and lighting



The PDA is the cornerstone for BTE's prevention initiatives (POET) but is also used in the early intervention, managed treatment, and managed return to work programs to facilitate the comparison of the job to the demonstrated abilities of the worker.

#### **Post Offer Employment Testing (POET)**

BTE's POET Program assists employers in building an incoming workforce that is able to demonstrate the ability to perform the specific physical demands required to work in the job safely. Developed from the PDA detail, BTE builds an objective and legally defensible test process to be used with new job candidates. This process allows the employer to reduce the likelihood of hiring individuals who physically cannot perform the requirements of the job. Each individual's detailed test results are stored and maintained in BTE's proprietary database known as OscarLink. Should a work-related injury or disability occur, the POET test data becomes the functional baseline for physical restoration and return-to-work readiness.

BTE's POET development process can be broken down into four steps:

***Test Protocol Development:***

Based on the essential job functions and the measured physical demands, BTE develops a job-specific POET test protocol, which is a step-by-step battery of tests designed to measure an applicant's physical capacity to meet the required job demands.

***Review of Data to Set Final Standards:***

BTE will present the protocol and PDA data to JeffCo's designated management personnel for discussion and finalization of the pass/fail standards. The standards are then documented and written into the final test protocol software to be installed in the EvalTech System.

***Validation Study & Report:***

BTE's in-depth validation study is a key component of the POET program and serves as the backbone to the legal defensibility of the test protocols and pass/fail criteria. BTE strictly adheres to all applicable federal and state specific legislative acts in the program development and completion of the validation report. Content validity will be established and documented in the validation study that is delivered to JeffCo.

***Network Deployment & Program Implementation:***

Upon finalization of the test protocols and all procedural handling issues, software updates and instructional manuals are developed and sent to the participating provider location(s). Skills competency tests and supplemental training is completed as required for the provider network. Prior to the 'go live' date, the designated program users are provided log-in accounts and training on its web-based communication system known as OscarLink

## **BTE's Technology, Equipment and Data Security**

BTE is the only vendor of PDAs, POET, FFD and FCEs that utilizes proprietary state-of-the-art functional measurement technology known as EvalTech™ (pictured below) and Evaluator™ Systems. These technology platforms are used at every step of the process to ensure real-time measurement, accuracy, objectivity, and consistency of program data and test results. This technology also ensures uniform and reliable test administration at multiple testing centers.

The EvalTech System (see brochure in appendix) consists of a column with independent isometric load cells that can be configured to perform multiple tasks to replicate the essential functions of the jobs being measured. Range of motion by body part (lumbar, shoulder, knee, etc) can be measured electronically and stored as a baseline. In addition to configuring standardized dynamic lift protocols, the system can perform simultaneous bilateral force measurements (push or pull) using a variety of handles in multiple planes and postures to replicate the essential functions of the jobs being tested. The work simulation positions and postures are literally unlimited on the EvalTech System. Grip and pinch forces are measured electronically for optimal accuracy and objectivity.

The Functional Range of Motion system can measure positional tolerances (overhead, squatting, kneeling, sitting, bending, etc) linked to the frequency of the actual jobs being measured. Cardiovascular monitoring captures real time heart rate for maximum safety of the test subject.



EvalTech systems can be placed onsite at the client's workplace or in an offsite provider location (usually a medical or physical therapy clinic). Every POET and FCE administrator has been trained and certified to operate the EvalTech System and every client specific test battery is uploaded into the system's software in such a manner that the evaluation protocol must be adhered to.

## **Program Management and Software Licensing**

### **Program Management**

BTE provides ongoing program administration to ensure standardization and reliability of test results and adherence to established procedures. This includes ongoing provider training and support, communication on any changes in test protocol or procedures, and resolution of any individual issues that may arise (e.g. test appeals, procedures for handling a Qualified Individual with a Disability (QID) under ADA, etc.).

On a monthly basis BTE will submit a snapshot of test results (pass/fail statistics) for JeffCo. BTE also consolidates all billing into one monthly invoice and disburses payments to test providers.

The demographic analysis and report of test results will also be provided on an annual basis. These reports provide a summary of any potential issues related to adverse impact for any protected classes under EEOC and ADA.

In conjunction with the review of the demographic characteristics, the physical performance standards and protocols will be reviewed on an ongoing basis in order to ensure the appropriateness of the standards. Revisions in standards should be considered if the requirements for the work are changed or to address changes in hiring trends.

Upon request, BTE will provide an annual analysis of the JeffCo's injury/claims data and return-on-investment information related to the POET program.

### **Software Licensing**

BTE utilizes its proprietary OscarLink (OL) software as a streamlined solution to expedite communication among multiple parties (e.g. healthcare providers, case managers, claims

personnel, and employers) involved in hiring or managing a workers' compensation case. OL automates the referral, scheduling, and authorization process, and ensures secure delivery and storage of medical records. OL also facilitates a simple, automated process for Physician review and certification. This web-based solution, which is fully HIPAA compliant and secure, also facilitates patient channeling to preferred network providers. All JeffCo personnel who will have access to and utilize OL will be issued unique usernames and passwords by a website administrator and participate in a training session provided by BTE.

## **Post Injury/Disability, Return to Work Solutions**

### **Functional Capacity Evaluations (FCE)**

BTE manages a national network of clinics that utilize BTE's EvalTech functional demand assessment technology and our proprietary FCE process. The EvalTech system provides heart rate monitoring on an interfaced, real time basis which is critical in the evaluatee's safety during functional testing and is beneficial in determining consistency of effort during the testing process. Initiated early in the lost time claim, the FCE can establish and document the residual capacity of the employee and compare the post-injury function to the physical demand requirements of the job. In addition, the FCE detail can be used to identify and target specific physiological deficit areas, which can be beneficial to the treating provider on appropriate medical direction and intervention.

The BTE FCE is an important part of the decision support process for JeffCo and its claims organization in determining medical treatment authorization, return to work, and apportionment eligibility in those applicable jurisdictions.

### **Fitness for Duty/Return-to-Work Testing**

An extension of the validated POET protocol, Fitness-for-Duty (FFD) Evaluations can be used in evaluating return to work options for those individuals who are currently in rehabilitation, on an inactive employee roster, on disability, or for those employees who request a transfer to a more difficult job. FFD can also be used to baseline the active employee roster for the purpose of understanding current functioning levels of the employee population and targeted development of voluntary wellness programs, such as cardiac, exercise, and strengthening programs for an aging workforce.

The FFD evaluations utilize job specific PDA data to define the demand requirements of the job. The employee is tested measuring their functional ability to safely perform the defined requirements of the job, utilizing the EvalTech System and job specific test protocols.

### **Return-to-Work Program/JobAble (optional)**

Return to Work (RTW) Program development is a core competency of BTE. The culmination of the work accomplished to build PDAs, develop job-specific POET test protocols, and the power of the JobAble technology drive the ability to comprehensively manage Fitness for Duty (FFD), transitional duty, work conditioning, and safe return to regular duty. JobAble is the platform for BTE's RTW program.

JobAble is a proprietary, web-based software application that allows human resources, safety, medical, or any other party involved in the employee selection process to match the demonstrated abilities of the worker to any position within the organization. JobAble is specific to the nature of the work and allows for an unlimited number of physical comparisons. All PDAs completed for JeffCo are entered in the JobAble database allowing for instant access to an online library of job analyses by any designated user. Report formats can be customized to the user's needs.

The benefits of JobAble include:

- Access to ADA compliant job descriptions for use in the hiring process.

- Appropriately match new hires or transfer employees to jobs within their physical capabilities.
- Efficient storage and management of all job and physical demands data.
- Provide a clear physical demands summary for physicians make RTW determinations.
- Provide a means for tracking an employee's medical progress to specific functional objectives.
- Provide the ability for case managers to identify modified or alternative duty positions to expedite RTW.
- Assist employers in identifying potential ergonomic issues.

**STATEMENT OF WORK—FEE SCHEDULE**  
Jefferson County, Missouri  
May 12, 2017

## Post Offer Employment Testing with Post Injury Service Options

**Pricing Structure Assumptions:**

1. POET testing for this program will be administered at one provider location in Fenton, MO.
2. Additional testing sites (requiring additional providers) will increase the Program Management and Software Licensing Fee by \$50 per site per month.
3. Up to 3 man-days of onsite work at various JeffCo job sites for function/job analysis data collection. If additional clinician onsite days for jobsite analysis are necessary, cost will be \$1,650 per clinician man-day plus additional travel and per diem expenses.
4. This proposal assumes development of four (4) POET protocols. If additional protocols are required or desired by the client, pricing will be \$3,300 per additional protocol.
5. If JeffCo requests revisions to POET protocol(s) or cut-score standards following deployment of POET Program, a cost of \$3,000 per modified protocol plus \$100 per provider will be charged for verification, software programming, protocol validation, and modification/deployment of customer clinical and training manuals to provider testing locations.
6. If specialized equipment is required for administering the JeffCo POET protocols, JeffCo agrees to pay for the cost of purchasing and delivering the equipment to the provider sites.
7. Reasonable and actual travel and per diem expenses incurred by BTE clinicians for jobsite visits to collect onsite data will be reimbursed by JeffCo.
8. Post injury services (JobAble, Fit-For-Duty Evaluations, Functional Capacity Evaluations) are optional and transactional.

All pricing is guaranteed for 60 days from the date of this statement of work as quoted herein and is otherwise subject to change without notice. Services requested outside the scope of this Proposal shall be quoted on a separate Statement of Work/project work order and executed by the parties prior to proceeding with additional services.

## APPENDIX A. MASTER SERVICES AGREEMENT, TERMS AND CONDITIONS

**A. PARTIES:** This Agreement is made and entered into by and between the Jefferson County, Missouri ("Customer") and BTE Technologies, Inc. ("BTE"), collectively referred to as the "parties" or individually as "party". BTE shall provide to Customer the services, software and/or products (as applicable) covered by this Agreement (hereinafter "Services", "Software" and "Products," and the provision thereof hereinafter collectively the "Work) as set forth in the Statement of Work (SOW), attached and incorporated herein, and additional SOWs agreed between the parties. Customer can engage BTE to provide additional services and products under this Agreement through the execution of additional agreed SOWs with BTE. Such additional SOWs shall be attached to this Agreement as successively numbered addenda ("Addendum No. \_\_") and shall incorporate the terms and conditions of this Agreement. Customer may issue and BTE agrees to accept Customer Purchase Orders (hereinafter "PO(s)") for Services, Software and/or Products that are set forth in an SOW agreed between the parties. The provisions of this Agreement shall take precedence over any conflicting provisions of the POs issued hereunder.

**B. TERMS:** The Term of this Agreement shall commence on \_\_\_\_\_, 2017 for a period of twelve (12) months. The Agreement will renew automatically, unless terminated in accordance with the provisions below, for successive one-year terms (the "renewal term") following the initial 12-month term. BTE will have an option to increase its fees, not to exceed 5%, for any renewal term. Either party may terminate the Agreement upon providing 60 days written notice of non-renewal to the other party prior to each one-year renewal term following the initial 12-month term. Either party may terminate this Agreement at any time upon 30 days written notice for breach of the terms of this Agreement. The breaching party will have 30 days to cure such breach.

BTE will submit invoices periodically, at least monthly, with payment due net 30 days; any unpaid balances outstanding greater than 30 days will bear finance charges at the rate of 1% per month.

The project fees for Program Design and Validation will be invoiced according to the following schedule:

50% of total fees will be invoiced at commencement of the scope of work  
50% of total fees will be invoiced following completion of the jobsite analysis

**C. CONFIDENTIALITY and NON-DISCLOSURE:** The parties to the Agreement agree to share certain proprietary information with each other in order to perform the work under the Agreement; therefore, each party providing such information (the "providing party") and each party receiving such information (the "receiving party"), agrees to the following:

1. All information identified in writing or otherwise reasonably considered by the providing party as confidential or proprietary will be treated as such by the receiving party. This includes information regarding the providing company's products, pricing, processes, customers, services, suppliers, and related matters, and also includes information relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling. The receiving party will treat the information with the same degree of care as it treats its own confidential or proprietary information, but in all events shall exercise at least a reasonable degree of care.
2. With respect to the information provided by the providing party, the receiving party shall hold the same in a fiduciary capacity for the benefit of the providing party and shall:
  - a) Restrict disclosure of the information solely to its employees with a need to know;
  - b) Advise all receiving parties of the information of the obligation to protect the information;
  - c) Require all receiving parties to use a degree of care reasonably appropriate for protecting confidential or proprietary information;
  - d) Use the information provided only for the purposes directly related to the purposes for which it was provided and for no other purpose.
3. Nothing in this Agreement shall be construed as granting or conferring any rights or license to the receiving party. Recognizing that the information, if in tangible form such as documents, records, notebooks, computer programs, and similar repositories, whether prepared by the providing party or others, are the property of the providing party, and the same shall be returned to the providing party, or destroyed, upon written request by the providing party.
4. The obligations imposed by this Agreement shall not apply to information that:
  - a) Is in the public domain;

- b) Becomes part of the public domain through publication or otherwise through no action of the receiving party;
- c) Was already in the possession of the receiving party prior to the disclosure by the providing party;
- d) Was obtained from a third party having the right to disclose such information.

D. GENERAL INDEMNIFICATION:

1. For purposes of this paragraph, a "Loss" means all suits, damages, expenses (including, without limitation, court costs, attorney's fees and other damages), liabilities and claims of any kind, caused by, resulting from or related in any way to the Work provided under this Agreement.
2. If a Loss occurs due to the sole negligence of either party, or any of its agents or employees, then such party agrees to indemnify, defend and hold harmless the other party and its owners, affiliates, directors, officers, agents, and employees, against such Loss.
3. Where a Loss is caused by the joint and/or concurring negligence of both parties, the parties agree to indemnify, defend and hold harmless each other and their owners, affiliates, directors, officers, agents, and employees to the extent that such Loss is caused by the negligence of each party.

E. NOTICES: Notice by either BTE or Customer shall be by mail or facsimile addressed to the other party at its address in this Agreement and will be considered given three days following the time it is deposited with the Postal Service in the case of mail and when faxed in the case of facsimile.

F. SEVERABILITY AND WAIVER: Should any provision of the Agreement be or become illegal or unenforceable, such provision shall be considered separate and severable from this Agreement and the remaining provisions shall remain in force and be binding upon BTE and Customer as though such provision had never been included. Any waiver by either party of any breach of any term or condition of this Agreement shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

G. INTEGRATION: This Agreement (including the Statement of Work and related Attachments hereto) and each Purchase Order (if applicable) (i) constitute the entire agreement between the parties and (ii) supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties with regard thereto. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this Agreement.

H. AMENDMENTS: No supplement or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

I. ENFORCEABILITY; CHOICE OF LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the City of Wilmington only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

J. ASSIGNMENT: This Agreement is not assignable by either party without the expressed written consent of a duly authorized officer of the other party.

K. INTELLECTUAL PROPERTY:

1. All intellectual property rights in Customer's name and logo and in any drawings, designs, reprints, patterns, technical information, data, translations, samples, tools or equipment and in all specifications or data relating thereto furnished to BTE for the purpose of fulfilling the obligations of this Agreement shall vest in and remain Customer's property and any property which is the subject of such intellectual property rights shall be returned to Customer immediately on request.
2. Work Product. The Parties acknowledge and agree that BTE's role is to provide Customer with the Services, Software and Products described under this Agreement, utilizing BTE's proprietary equipment, software, patents, copyrights, trademarks, processes, procedures and know-how ("intellectual property"). BTE retains sole and exclusive use and ownership of all its intellectual property, including physical ability test protocols, test procedures, processes and methodologies, and proprietary products used in the performance of its Services under this Agreement. Customer will retain the sole and exclusive rights to all information provided by Customer to BTE and the deliverables provided by BTE to Customer, including,

but not limited to, personnel data, reports (including validation studies, physical demands analyses, monthly and quarterly statistical snapshots and analyses), individual applicant test data, and, throughout the duration of this Agreement plus thirty days post-termination, will be provided the ability to download individual test data in electronic and/or hardcopy format and a hard copy of the test protocol(s). Notwithstanding the foregoing, BTE shall have a non-exclusive, transferable, perpetual right and license to use any text, words, phrases or otherwise copyrightable matter that may be contained in the Work Product so long as in using the same BTE does not disclose Customer's Confidential Information or use Customer's name in any way with respect to such text, words, phrases or copyrightable matter, other than with the written permission of Customer. BTE shall also be entitled to all right, title, and interest in and to all ideas, conceptions, discoveries, inventions, improvements, designs, methods, techniques, processes, and software used, conceived, made, or developed by BTE during the course of performing the Services which shall include the right of BTE to use, license others to use, and otherwise enjoy full ownership rights in the same without any obligation to or restriction by Customer.

L. INSURANCE: BTE will, at its sole cost, procure and maintain during the life of the Agreement the following insurance coverage:

1. Commercial General Liability insurance with a broad form contractual liability with a single limit of \$1,000,000 per occurrence or claim and an aggregate limit of \$2,000,000.
2. Workers Compensation insurance with \$1,000,000 limits for accident/injury/disease, or statutory requirements.
3. Business Auto insurance with \$1,000,000 combined single limit.
4. Professional liability insurance for claims arising from the negligent acts, errors or omissions in the performance of its professional services under this Agreement with a limit of \$1,000,000 per claim / \$3,000,000 aggregate. BTE shall require all testing service independent providers to carry professional liability insurance with no less than the same limits.
5. Information Security and Privacy and Electronic Media insurance with \$2,000,000 limit of liability.
6. Commercial Umbrella with \$10,000,000 limit per occurrence and aggregate limit, applicable to coverages in subsections 1., 2., and 3. of this Section L.

BTE shall provide annual certificates of insurance evidencing no less than the above limits.

The Parties acknowledge acceptance of the terms by signature below.

**BTE Technologies, Inc.**

**Jefferson County, Missouri**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 17-0039

**Request for Proposal:** POST OFFER/ FIT FOR DUTY TESTING SERVICES

**Date Issued:** 4-20-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 16, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**NICOLE CRAWFORD**  
Department of Human Resources  
636-797-5563  
ncrawford@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Proposal  
Information As  
Shown In Sample:**

**Contract Term:  
upon approval by  
the County Council  
and County  
Executive**

**Vendor  
Information:**

SAMPLE ENVELOPE

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

**DEPARTMENT OF THE COUNTY CLERK**

**JEFFERSON COUNTY MISSOURI**

**729 MAPLE ST / PO BOX 100**

**HILLSBORO MO 63050-0100**

**SEALED PROPOSAL: (PROPOSAL NAME)**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Unify Health Services Kelly Ingram-Mitchell  
Company Name Authorized Agent (Print)  
2970 Hartley Road Suite 301 Kelly Ingram-Mitchell  
Address Signature  
Jacksonville, FL 32257 President  
City/State/Zip Code Title  
(904) 635-4638 5/12/17 46-4853516  
Telephone # Date Tax ID #  
Kelly@unifyhs.com (904) 518-3731  
E-mail Fax #

## INFORMATION QUESTIONNAIRE

1.0. Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

1.1. Name, Address and Phone Number of individual to contact should there be questions:

Kelly Porter

Phone#: (904) 629-7323

### 1.2. COMPANY INFORMATION

A. How many years has your company been in business? 3 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: Jill Baxter

Phone Number: (561) 777-5918

Address: 2970 Hwytey Road, Suite 301  
Jacksonville, FL 32257

Fax: (904) 518-3731 E-Mail: jill@unifyhs.com

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

n/a

D. How many employees does your company have? How many are in the Jefferson County?

16

0

E. Do you offer case management services? If so describe how you will handle our cases.

We can provide both telephonic and field casemanagement based on your needs. These services are based on hourly apid(cap) rate.

### 1.3. MISCELLANEOUS

A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract?

YES X NO \_\_\_\_\_

B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements.

## 2.0 INSTRUCTIONS TO BIDDERS

2.1 Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

2.2 The following guidelines are applicable to each program and/or plan:

A. Contract Site: State of Missouri  
Nature of Business: County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2017.

## **SPECIFICATIONS**

3.0 The following specifications apply to all coverages:

3.1 Jefferson County invites proposals for **POST OFFER/FIT FOR DUTY TESTING SERVICES**.

3.2 Bidders are invited to provide proposals on any one or all lines of coverage requested.

A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception Section 6.0" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable **Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations**.

B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.

C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.

D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:

- Response to the Information Questionnaire
- Post Offer/Fit for Duty Testing Services Specification Sheet

E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.

F. Questions regarding proposals specifications must be submitted to Nicole Crawford at ncrawford@jeffecomo.org no later than May 9, 2017. The County, in turn, will provide a response to bid specification questions.

3.3 **Location of Service(s):**

1300 Veterans Blvd. Festus MO 63028  
Onsite Testing is also available

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3.4 Mileage from Hillsboro, Missouri

9.92 miles (or) Onsite

3.5 Rate Schedule of Services provided to the County of Jefferson Employees

A. Post Offer/Fit for Duty Testing Services Cost

Onsite Job Analyses and Report Generation:

\$ 1800 per job Analysis  
include report (6 pages)  
digital example, summary  
page and equipment list

Post Offer Screening:

With neurometrix testing:

\$ 195.00 per test

Without neurometrix  
testing can offer NP3  
test protocol w/ NP3 = \$700.00

\$ 195

Without neurometrix testing:

Neurometrix testing only:

Not Available

Fit for Duty Testing:

\$ 225.00 per test  
physical component  
only

EXCEPTIONS TO BID

COMMENTS:

See NP3 attachment Fact sheet

# ABOUT NEUROPAS GLOBAL THE COMPANY BEHIND THE NP3 TECHNOLOGY



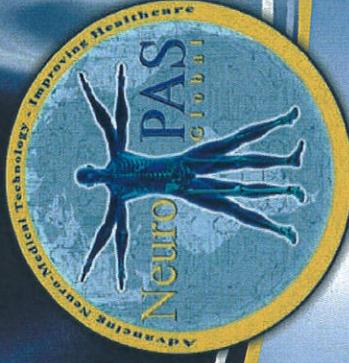
# ADVANCED NEURO-MEDICAL TECHNOLOGY OF THE NP3

NeuroPAS Global provides enhanced pain assessment services through its unique NeuroPhysiologic Pain Profile, known as the NP3. The NP3 is an effective tool which allows those involved in the diagnosis and treatment of chronic pain to accurately identify and separate the complex elements in a patient's chronic pain experience. It identifies the multifactorial causes of pain, aiding clinicians in providing the best care for their patients.

NeuroPAS Global is dedicated to improving healthcare and reducing the administrative and financial burden of pain management on healthcare providers through the use of the NP3, a non-invasive pain assessment tool. The true source of patients' pain symptoms can be accurately identified and managed, avoiding unnecessary surgeries, diagnostic tests and medications.

Physicians, clinics, and pain management specialists may more accurately diagnose and treat pain symptoms, while improving patient recovery and satisfaction.

Dr. David B. Ross, creator of the NP3, is the guiding light in the Company's focus on improving healthcare through use of the breakthrough NP3 neuro-medical technology. Dr. Ross graduated Johns Hopkins University and University of Miami before he completed his post-doctoral studies in neurology at Harvard. He is a Board Certified member of the American Academy of Psychiatry and Neurology.



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Advancing Neuro-Medical Technology - Improving Healthcare

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[www.neuroPASglobal.com](http://www.neuroPASglobal.com) 1-888-472-3188 [info@neuroPASglobal.com](mailto:info@neuroPASglobal.com)

# THE OLD STANDARD IN PAIN ASSESSMENT



Clinicians have experienced difficulty assessing patient's pain symptoms due to the complexity and subjectivity of the complaint. During an assessment, self reported pain questionnaires and physical examinations often do not distinguish between the different domains of pain. Each clinician is forced to interpret the patient's responses relying predominantly on clinical training, bias, and personal experience. This ambiguity leads to diagnostic and treatment error with resulting poorer outcomes.

How to better assess pain is a major clinical issue which has been continually studied by several organizations, including the International Association for the Study of Pain (IASP), the world's largest scientific research organization for the study of pain. Studies have shown that MRI's, and CT scans evaluate objective changes in anatomy, but these findings frequently do not correlate with the presence, absence, or degree of pain.

Chronic pain conditions are among the most challenging and uncertain cases. It is becoming increasingly clear that diagnostic imaging is insufficient for determining the actual source of pain symptoms. Success rates for many aggressive pain interventions are increasingly coming under scrutiny and viewed as less than optimal. Patients whose pain conditions fail to resolve quickly have a significant likelihood of becoming trapped in a pattern of uncertain diagnosis, failed treatments and long-term suffering.

# THE NEW PAIN ASSESSMENT



The **NeuroPhysiologic Pain Profile [NP3]** is a non-invasive assessment tool for the evaluation of painful symptoms, based on scientifically verifiable biological data related to the pain experience. The **NP3** provides an objective assessment of a patient's pain symptoms. Given the challenges inherent with chronic non-malignant pain conditions, objective insight into the nature of a patient's pain condition becomes invaluable to help ensure patients are receiving proper treatments and avoiding ineffective treatments that may pose risks to their long-term health.

The **NP3** is an innovative assessment that combines state-of-the-art science and technology developed through research, clinical experience, and working with global leaders in biofeedback and medical devices. It has stood the test of critical review by professors at Johns Hopkins University, University of Louisville and the University of Miami. The international "Modern Marvels, Invent Now Challenge" sponsored by the History Channel and Time Magazine named the **NP3** as one of the outstanding inventions worldwide in 2006.

# THE NP3 TECHNOLOGY AND BENEFITS OF ASSESSMENT



- Provides objective physiologic measurements of pain
- Provides testing for myofascial, joint or neuropathic pain syndromes
- Eliminates age, gender, social, and cultural influences affecting pain complaints, as the patient serves as his or her own control
- Detects emotional/affective components (e.g., anxiety and depression)
- Uncovers the presence of socio-dynamic factors
- Non-invasive

The **NeuroPhysiologic Pain Profile (NP3)** is the first non-invasive, comprehensive assessment tool to objectively evaluate pain symptoms. The causes of chronic pain are complex. Pain symptoms are a mixture of physical, emotional, socio-dynamic, and descriptive elements. The International Association for the Study of Pain's medical definition of pain is "an unpleasant sensory and emotional experience associated with actual or potential tissue damage, or described in terms of such damage." The **NP3** assessment accurately analyzes these elements in patients with pain complaints. It combines scientifically precise stimulation protocols with continuous monitoring of the individual's neurological responses. Experience with hundreds of patients has shown that diagnostic accuracy provides better treatment and the reduction of unnecessary procedures and medications.

The **NP3** assessment is performed by trained NeuroPAS Global healthcare professionals. The **NP3** assessment results are interpreted by a team of accredited neurologists. A final test report and results of the **NP3** assessment are delivered to the healthcare provider within 48 hours.

The benefits in the use of the **NP3**'s advanced neuro-medical technology in improving healthcare are clear. **NP3** bridges the communication gap between patient and physician by illuminating to physicians exactly what factors contribute to their patients' pain experience, including the emotional and psycho-dynamic elements that may influence their pain symptoms. Most importantly, patients will receive accurate and individualized care based on an objective **NP3** assessment. This will improve patient recovery time, reduce medical expenses and the frustration of unresolved pain, resulting in a better quality of life.

Advancing Neuro-Medical Technology - Improving Healthcare



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 17-0039

**Request for Proposal:** POST OFFER/ FIT FOR DUTY TESTING SERVICES      **Date Issued:** 4-20-2017

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 16, 2017, AT 2:00 P.M. LOCAL TIME.

**Specification  
Contact:**

**NICOLE CRAWFORD**

Department of Human Resources  
636-797-5563  
ncrawford@jeffcomo.org

**Contract  
Contact:**

**VICKIE PRATT**

Department of Administrative Services  
636-797-5380

**Mail (3) Three  
Complete Copies  
With Vendor And  
Proposal  
Information As  
Shown In Sample:**

SAMPLE ENVELOPE

*VENDOR NAME*

*VENDOR ADDRESS*

*CONTACT NUMBER*

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED PROPOSAL: (PROPOSAL NAME)

**Contract Term:  
upon approval by  
the County Council  
and County  
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor  
Information:**

Athletico LTD Mark Kaufman  
Company Name      Authorized Agent (Print)

625 Enterprise Dr Mark Kaufman  
Address      Signature

Oak Brook, IL 60523 President/CEO  
City/State/Zip Code      Title

630-575-6200 5/15/17 43-1661037  
Telephone #      Date      Tax ID #

brian.kaufman@athletico.com 314-821-9142  
E-mail      Fax #

## INFORMATION QUESTIONNAIRE

1.0. Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

1.1. Name, Address and Phone Number of individual to contact should there be questions:

Brian Houchin Phone#: 314-238-2000

1.2. COMPANY INFORMATION

A. How many years has your company been in business? 25 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: Brian Houchin

Phone Number: (314) 238-2000

Address: 13531 Barrett Rkwy Dr, Suite 105  
Ballwin, MO 63021

Fax: (314) 821-9142 E-Mail: brian.houchin@athletico.com

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

Yes. Cedar Hill Fire Protection Dist,  
City of Brentwood, City of Jennings,  
West Co EMS & Fire Protection Dist,  
MODOT, Mehlville Fire Protection Dist,  
Pattonville Fire Protection Dist City of  
Richmond Hts, Rock Township Ambulance

D. How many employees does your company have? How many are in the Jefferson County?

4,000+ employees

approx 30 employees in

E. Do you offer case management services? If so describe how you will handle our cases.

NO.

We perform clinical peer to peer reviews,  
a monthly report available upon request

### 1.3. MISCELLANEOUS

A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract?

YES  NO \_\_\_\_\_

B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements.

## 2.0 INSTRUCTIONS TO BIDDERS

2.1 Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

2.2 The following guidelines are applicable to each program and/or plan:

A. Contract Site: State of Missouri  
Nature of Business: County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2017.

## **SPECIFICATIONS**

3.0 The following specifications apply to all coverages:

3.1 Jefferson County invites proposals for **POST OFFER/FIT FOR DUTY TESTING SERVICES**.

3.2 Bidders are invited to provide proposals on any one or all lines of coverage requested.

A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception Section 6.0" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable **Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations**.

B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.

C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.

D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:

- Response to the Information Questionnaire
- Post Offer/Fit for Duty Testing Services Specification Sheet

E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.

F. Questions regarding proposals specifications must be submitted to Nicole Crawford at ncrawford@jeffecom.org no later than May 9, 2017. The County, in turn, will provide a response to bid specification questions.

3.3 Location of Service(s):

Arnold Clinic, 3050 Vogel Rd  
Arnold, MO 63010  
Festus Clinic, 1300 Veterans Blvd, #C  
Festus, MO 63028

### 3.4 Mileage from Hillsboro, Missouri

10-20 miles

### 3.5 Rate Schedule of Services provided to the County of Jefferson Employees

A. <u>Post Offer/Fit for Duty Testing Services</u>	<u>Cost</u>
Job Analyses and Report Generation:	<u>\$200/hr</u>

## Post Offer Screening:

With neurometrix testing:

~~\$280<sup>00</sup>~~ / Screen

Without neurometrix testing:

\$175<sup>00</sup> / Screen

Neurometrix testing only:

n/a

## Fit for Duty Testing:

\$175<sup>00</sup> / Screen

## **EXCEPTIONS TO BID**

**COMMENTS:**



**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 17-0039

**Request for Proposal:** POST OFFER/ FIT FOR DUTY TESTING SERVICES      **Date Issued:** 4-20-2017

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**Specification Contact:**

**NICOLE CRAWFORD**  
Department of Human Resources  
636-797-5563  
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**Contract Contact:**

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Department of Administrative Services  
636-797-5380

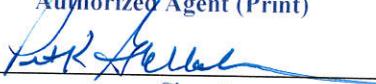
**Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:**

SAMPLE ENVELOPE	
<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>
<b>SEALED PROPOSAL: (PROPOSAL NAME)</b>	

**Contract Term: upon approval by the County Council and County Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor Information:**

<u>WorkSTEPS, Inc.</u>	<u>Peter Gallaher</u>
<i>Company Name</i>	<i>Authorized Agent (Print)</i>
<u>3019 Alvin Devane Blvd, Ste 150</u>	<u></u>
<i>Address</i>	<i>Signature</i>
<u>Austin, TX 78741</u>	<u>President</u>
<i>City/State/Zip Code</i>	<i>Title</i>
<u>(512)617-4100</u>	<u>5/12/17</u>
<i>Telephone #</i>	<u>75-2397100</u>
<u>PeteG@WorkSTEPS.com</u>	<u>(512)617-4106</u>
<i>E-mail</i>	<i>Fax #</i>

## **PROPOSAL FORM AND CONTRACT**

### **A. PROPOSAL REPRESENTATIONS:**

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

### **B. TAXES:**

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

**Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**

### **C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

### **D. PRICE:**

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer under similar circumstances including but not limited to: location, number of tests performed, or year when contract was signed. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).** Prices shall be firm for ALL County departments and locations for term of the agreement.

### **E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

**F. NON-EXCLUSIVE AGREEMENT:**

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services. However, County may not use or cause to be used any confidential or Copyrighted material or any protected procedures or protocols of WorkSTEPS in securing services from another contractor.

**H. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

**I. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**J. PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt. All invoices must be paid within 60 days of receipt unless disputed in writing. All non-disputed charges outstanding 60 days after receipt of invoice will be assessed an eighteen percent (18%) late charge.

**K. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**L. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**M. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo., Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**N. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval. Network of Providers. County acknowledges that WorkSTEPS provides its testing services to County through a network of licensed, trained independent providers ("Providers"). WorkSTEPS agrees that all Providers performing services through WorkSTEPS will adhere to and be bound to the terms of this Agreement, as so applicable, and that prior to performing any Services, WorkSTEPS obtains, maintains, and provides evidence of insurance for each Provider in the same amounts as required of WorkSTEPS. WorkSTEPS acknowledges and agrees that County is not responsible for any illness or injury that may occur to any job candidate or prospective or actual employee of County during the administration of or in connection with the functional employment testing services under this Agreement. Should an illness or injury occur to any individual that receives functional employment testing services provided by WorkSTEPS or any of its Providers under this Agreement, liability for such injury shall remain with WorkSTEPS.

O.

**CHOICE OF LAW:**

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**P. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability other than for work actually performed or costs actually incurred.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - a. If supplier materially fails to deliver the items required by the contract within the time specified; or
  - b. If supplier fails to perform any of the other material provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. ~~In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items—provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy.~~  
The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - c. In the event of the Supplier's material non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.
5. Supplier may terminate the whole Contract or any part in either of the following circumstances:
  - a. If County fails to perform any material provision of the contract and does not cure such failure within a period of ten (10) days after notice from Supplier specifying such failure. The rights of Supplier provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
  - b. In the event of the County's material non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part. The rights and remedies of the Supplier provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**Q. NOTICE AND SERVICE THEREOF:**

Any notice ~~from the County~~ shall be in writing and considered delivered and the service thereof completed ~~three days after when~~ said notice is posted, by certified or regular mail, to the Supplier party receiving notice, at the address stated on the proposal form or new address which sender has previously been notified in writing of prior to notice being sent.

**R. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**S. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair

## INFORMATION QUESTIONNAIRE

**1.0.** Bidders must submit written answers to all of the following questions that apply to their bid proposal. If a question does not apply, please explain why it is not applicable.

**1.1.** Name, Address and Phone Number of individual to contact should there be questions:

Patrick O'Connor, 3019 Alvin Devane Blvd. Austin, TX Phone#: (512)617-4100 ext. 213

**1.2. COMPANY INFORMATION**

A. How many years has your company been in business? 30 year(s).

B. Who will be the assigned group service representative and what is the location of the representative's office?

Name: Andy Ramirez

Phone Number: ( 512 ) 617-4100 ext. 209

Address: 3019 Alvin Devane Blvd., Ste 150

Austin, TX 78741

Fax: ( 512 ) 617-4106 E-Mail: AndyR@WorkSTEPS.com

C. Does your company currently provide services to other public sector employers or local government groups in the State of Missouri? Please provide a listing of the group name, number of lives and the type of coverage.

Cape Girardeau County Road & Bridge, Cedar Hill Fire Protection District, City of Andover, City of Ballwin, City of Branson, City of Brentwood, City of Chesterfield, City of Clayton, City of Fenton, City of Fredericktown, City of Grain Valley, City of Harrisonville, City of Independence, City of Joplin, City if KCMO, City of Kirkwood, City of Mexico, City of Mountain Grove, City of Newton, City of O'Fallon, City of Olathe, City of Olivette, City of Perryville, City of Ste. Genevieve, City of Topka, City of West Plains, Hillsboro Fire Protection District, KDOT, Mehlville Fire Protection District, MODOT, Newton County Ambulance, North Jefferson County Ambulance, Parkway School Dist. 455, Public Water Supply Dist. #1 of St. Genevieve, Richmond Heights Public Water Works, St. Charles County Ambulance District, Ste. Genevieve County Memorial Hospital, Ste. Genevieve County Sheriff's Department, Valle Ambulance District, Valley Park Fire Protection District, Wichita Public Schools

D. How many employee does your company have? How many are in the Jefferson County?  
WorkSTEPS has 26 employees, none of whom are in Jefferson County

E. Do you offer case management services? If so describe how you will handle our cases.

### **1.3. MISCELLANEOUS**

A. Will the company guarantee that plan coverage will be provided for the amount of bid for at least twelve months, except for breach of contract?

YES   X        NO           

B. Please supply copies of your company's contract, certificate of coverage, billing invoice and administrative requirements.

### **2.0 INSTRUCTIONS TO BIDDERS**

**2.1** Each insurance coverage and/or program must conform to the specifications described in the applicable Proposal Requirements and the Proposal Form and Contract.

**2.2** The following guidelines are applicable to each program and/or plan:

A. Contract Site:                    State of Missouri  
Nature of Business:    County Government

B. All quotations must be made on the attached quotation sheets or on attached pages which clearly identify the information requested. Any exceptions to the proposal specifications should be clearly noted and explained. Failure to note exceptions may be cause for elimination of the proposal for consideration.

C. Insured effective date is January 1, 2017.

## **SPECIFICATIONS**

**3.0** The following specifications apply to all coverages:

**3.1** Jefferson County invites proposals for **POST OFFER/FIT FOR DUTY TESTING SERVICES**.

**3.2** Bidders are invited to provide proposals on any one or all lines of coverage requested.

A. Bidders will submit proposals for coverage and benefits **exactly as per bid specifications** of this request for proposal. Proposals, which differ from the specifications herein, must be accompanied by detailed explanations of how the proposed plan differs from the specifications and the bidder will list such deviations on the "Exception Section 6.0" of the bid form. Each proposal will include a comprehensive list of exclusions and limitations. All bid proposals must comply with applicable **Federal, State Laws, and the requirements of the Internal Revenue Code and other relevant regulations**.

B. The County prefers to award the proposal to those companies most nearly complying with the bid specifications. Alternate bids will be considered if complete specifications accompany the proposal form and if all exceptions to the County's specifications are clearly listed in the exceptions section of the proposal form.

C. All proposals must be clear, precise and written in terms that a layman can easily understand. Failure of the bidder to abide by these terms will constitute non-compliance and may be cause for rejection of the proposal.

D. The following bid forms must be submitted by the bidder for the proposal to be deemed valid:

- Response to the Information Questionnaire
- Post Offer/Fit for Duty Testing Services Specification Sheet

E. Successful bidders should be aware the County processes accounts for payment on the fifteenth day of each month. Monthly billings provided by the bidder should accommodate this processing schedule and allow an appropriate grace period if billed from the first of the month.

F. Questions regarding proposals specifications must be submitted to Nicole Crawford at [ncrawford@jeffecom.org](mailto:ncrawford@jeffecom.org) no later than May 9, 2017. The County, in turn, will provide a response to bid specification questions.

**3.3 Location of Service(s):**

Peak Sport and Spine

1403 North Truman Blvd.

Festus, MO 63028



3.4 Mileage from Hillsboro, Missouri 12 miles

3.5 Rate Schedule of Services provided to the County of Jefferson Employees

A. <u>Post Offer/Fit for Duty Testing Services</u>	<u>Cost</u>
Onsite Job Analyses and Report Generation:	<u>\$200.00/per hour, plus expenses</u>
Post Offer Screening:	
With neuromatrix testing:	<u>\$275.00 *</u>
Without neuromatrix testing:	<u>\$185.00</u>
Neuromatrix testing only:	<u>\$175.00 *</u>
Fit for Duty Testing:	<u>\$185.00</u>

EXCEPTIONS TO BID

COMMENTS:

See attached red-lined exceptions to "Form and Contract."

WorkSTEPS offers Upper-Quadrant Carpal Tunnel Testing.

The Neuromatrix test is not available at all locations. Other nerve conduction tests may be available.

"\*" indicates rate with nerve conduction testing, not specific to Neuromatrix.

Job analysis costs will include expenses, as stated in the written proposal.

# **Proposal and Scope of Work for Implementation of a Functional Employment Testing Program Utilizing WorkSTEPS Functional Employment Testing Protocols**

## **INTRODUCTION TO WORKSTEPS FUNCTIONAL EMPLOYMENT TESTING**

WorkSTEPS is pleased to present this proposal to Jefferson County for consideration of a functional employment testing program, including WorkSTEPS' Pre-Employment Post-Offer Testing, Post-Employment Fitness-for-Duty Testing, as well as Upper Quadrant Carpal Tunnel Testing. This proposal contains details for pricing and the steps necessary to develop and implement the WorkSTEPS Functional Employment Testing Program.

This proposal includes a scope of work which attempts to identify, as accurately as possible, the specific work and estimated time needed to evaluate the physical demands associated with the positions, as well as develop, validate and implement the WorkSTEPS testing program. It also contains a cost estimate for WorkSTEPS' suite of services, including job analysis and the utilization of the WorkSTEPS' proprietary *Physical Abilities Validity Evaluator* ("PAVE") validation tool, the WorkSTEPS pre-employment post-offer test, the WorkSTEPS post-employment fit-for-duty test, as well as additional services.

WorkSTEPS has priced its most comprehensive functional employment testing program package in this proposal. However, we are able to customize a test process based on the specific goals and objectives of our clients. We are happy to have discussions with you to revise and customize the testing package or the individual tests to help meet your goals and objectives as appropriate.

## **STATEMENT OF BUSINESS NECESSITY**

Pre-Employment Post-Offer Employment Testing is a tool to help employers match the physical abilities of a worker to the physical demands associated with the essential functions of a job. Appropriate job placement helps reduce the risk of musculoskeletal injuries. The WorkSTEPS Functional Employment Testing Program is an effective tool for reducing and containing the costs associated with work-related injuries, such as lost time, worker replacement, lost productivity, employee turnover, reserve allocations, administrative costs, and legal expenses.

WorkSTEPS has been administering Pre-Employment Post-Offer Employment tests for more than 30 years. Our Program is continuously evaluated to ensure strict legal compliance with the federal guidelines and regulations that govern the practice of functional employment testing. Employers using our program have experienced tremendous success in reducing musculoskeletal injuries and their related costs. Although it does not completely eliminate musculoskeletal injuries, the incidence and associated costs are reduced an average of 50% the first year following implementation, with continued reductions in the second and third years following implementation. Employers who utilize our program in conjunction with other injury-management programming such as early reporting, early intervention, prevention and ergonomic technologies are achieving even higher reductions.

## **WorkSTEPS TESTING PROGRAM**

The WorkSTEPS Program is a medically-safe, legally-compliant, scientific, and objective program matching a worker's physical capability to the physical demands of the position for which he/she is being considered. The Program is based upon objective scientific data, and conforms fully to EEOC Guidelines for application of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendment Act (ADAA).

Thousands of employers representing hundreds of industries have realized significant reductions in work place injury incidence and cost through implementation of the WorkSTEPS Program. The WorkSTEPS Program collects and interprets data, including pre-existing baseline data, pursuant to stringent medical and scientific protocols. The data generated by the Program has been used to successfully litigate fraudulent injury claims and to establish a basis for legitimate settlements of bona-fide work place injury claims. Baseline medical measures can assist in the apportionment process in most states.

In addition to the "job specific testing" component of our test, which is necessary to make hiring recommendations compliant with the ADA, WorkSTEPS protocol includes a comprehensive battery of additional medical and functional performance tests on each employee. Our goal is to perform a comprehensive test on candidates that assesses both the medical stability as well as the physical capability of a candidate as it relates to the job for which he/she is being considered. Pre-Employment Post-Offer Testing represents the core of the WorkSTEPS Program, and is administered to determine whether or not a job candidate can safely perform the essential functions of the position he or she has been offered. This test is administered after a bona fide offer of employment has been made, but before the candidate officially begins work in the capacity of his or her new position. The Comprehensive Pre-Employment Post-Offer Test includes the following components:

- Medical History – The job candidate is asked to complete a medical history interview. This history includes information gathering on previous injuries, accidents, and/or surgeries.
- Musculoskeletal Examination – A licensed medical provider (usually physical or occupational therapist) that has completed training and certification provided by WorkSTEPS completes this portion of the exam. The exam looks at all major joints and muscle groups. Muscles are checked for strength as well as atrophy. All major joints are evaluated for stability and function. Range of motion measurements are taken of the neck and back as well as any other joint that has limited motion.
- Cardiovascular Strength - The applicant will have their blood pressure and heart rate checked. The applicant will be asked to perform a three minute step test according to the recognized standard to assess gross cardiovascular status.
- Strength Measures - This portion of the test measures baseline body strength according to recognized medical standards. Hand grip, pinch and back strength are assessed.
- Dynamic Lift Strength - The applicant will be instructed in proper body mechanics for lifting in several different postures. The applicant will then start with light weights and performs a progressive lifting sequence. After each successful lift, the job candidate will be asked if he/she can safely handle more weight.
- Job Specific Tasks - This portion of the test assesses the job candidate's ability to perform the essential functions of the employment position he/she has been offered, simulating the tasks as closely as possible in the test environment and using actual job equipment when available. The essential functions for a job description are identified through job analysis.
- Reporting – When a job candidate completes the process, the employer representative is provided with a report that can assist the employer in making the final placement decision.
- Upper Quadrant/Carpal Tunnel - The Upper Quadrant/Carpal Tunnel Comprehensive test is a WorkSTEPS Pre-Employment Post-Offer Comprehensive test that includes a battery of medical tests that focus on the upper extremities and cervical region, but may also include physical demand criteria depending upon the material handling requirements of the employment position being tested. The goal of the UQ Testing is to identify a post-offer candidate that may have pre-existing signs and symptoms that need further evaluation by a qualified medical physician because they could be at risk in the performance of repetitive upper extremity tasks. The Upper Quadrant/Carpal Tunnel Test is NOT used to diagnose CTS. It is performed only as a baseline test to identify abnormalities that have resulted in strength, motion, or sensory loss that correlates to pain or other symptoms consistent with common upper extremity problems and cumulative traumas like CTS. When symptoms or loss of function are identified during the testing process, a "Refer for Additional Medical Clearance" recommendation is given. This test

is primarily administered at the Post-Offer stage, but components of the test may be administered for a Fit-for-Duty with an upper quadrant injury. UQ-CT testing can include a nerve conduction test, however, results from a nerve conduction test alone should not be used to make an employment decision.

The information gathered through the post-offer employment testing will document and quantify pre-existing conditions and cumulative traumas. If significant, the medical and functional data gathered as part of the test process can be used to withdraw an offer of employment, but otherwise is used to establish baseline data of an employee. This facilitates detection of existing impairments and other medical and physical conditions of the candidate. The information is retained for comparison to post-injury data and establishes a basis for eliminating fraudulent injuries, and quantifying the legitimate value of bona fide injuries. It is also invaluable to a treating clinician in establishing realistic treatment goals for injured workers, which helps expedite safe, early return to work. This information is used as a baseline for comparison should there ever be an injury and/or rehabilitation necessary.

Post-Employment Fit-for-Duty Testing may be conducted in response to various operational scenarios. Medical measures may or may not be taken during post-employment testing, dependent upon those measures being “job-related and consistent with business necessity.” Some instances when post-employment testing may be administered are:

- An employer observes reliable, objective evidence of current performance problems indicating that the employee may not be able to perform essential job functions or may pose a direct threat to the health and safety of the employee or others because of a medical condition;
- An employer has a “reasonable belief that an employee’s ability to perform essential job functions will be impaired by a medical condition or that s/he will pose a direct threat due to a medical condition” (must be based on objective evidence);
- An employee seeks to return to work after being on leave for a medical reason if the employer “has a reasonable belief that an employee’s present ability to perform essential job functions will be impaired by a medical conditions or that s/he will pose a direct threat due to a medical condition” (employer’s covered by the federal Family and medical leave Act and any state medical leave laws should be aware of possible conflicting obligations);
- An employee requests a reasonable accommodation;
- When the employer requires periodic testing and monitoring of employees in positions affecting public safety
- When an employer requests medical examinations required by federal law or regulation
- When an employee voluntarily participates in a wellness program (examples include cancer detection, screening for high blood pressure, etc.)

### **WORKSTEPS LEGAL COMPLIANCE**

There are different functional testing programs in the marketplace (content valid, criterion validated, and construct validity testing). Every program is not the same. When considering a functional employment testing program it is critical that employers evaluate compliance of the testing process arising from the Americans with Disabilities, American’s With Disabilities Amendment Act, and the Family and Medical Leave Act of 1993. It is also important for employers to consider current case law that suggests that using an objective, third party medical provider to render capable/not capable recommendations on new hire candidates (based on information obtained from a fully individualized assessment, that includes job specific testing) is more defensible than implementing their own testing process.

The WorkSTEPS Functional Employment Testing Program has been reviewed by a national employment and labor law firm and has been found to be compliant with the guidelines established by Equal Opportunities Employment Commission’s (“EEOC”) for Content Valid Testing as well as existing case law that impacts the use of post offer employment testing in the workplace. The Program is also

compliant the new Americans with Disabilities Amendment Act. An Executive Summary authored by the firm is available for review upon the execution of a Confidentiality Non-Disclosure Agreement as well as other White Papers and FAQs On:

- Americans with Disabilities Amendment Act
- Hiring of Temporary and Contingent Workers
- Periodic Testing of Existing Workers (Fit for Duty Evaluations)
- Upper Quadrant and Carpal Tunnel Testing
- Post Offer and Fit For Duty Functional Testing and Unions

Because of the individualized assessments involved in the WorkSTEPS Program, when implemented as designed, we believe the WorkSTEPS testing program should withstand legal scrutiny and be a model of best practices in the area of injury prevention and health management. The program puts in motion what the EEOC and other employee advocates have sought for years, a method of evaluating employees one by one based on their individualized strengths and weaknesses in relation to specific jobs.

Any functional employment testing program should be considered a partnership between a test provider and employer. Just as there are numerous considerations that must be met for the test process to “pass muster” as a safe and legally compliant testing program, the employer should be diligent to develop policies and procedures that effectively manage the data and recommendations being provided to them by the test provider. The state in which the employer operates, how the employer is insured, whether the employer is working with a unionized workforce, etc., are all considerations that must be addressed in the design and administration of a legally compliant testing program. WorkSTEPS is happy to provide employer clients with sample policies that can be used by their employment and labor law counsel to develop effective policies and procedures. We are also happy to provide ongoing legal support as it relates to the protocols and procedures of our testing process to employers on an ongoing basis at no additional cost.

## **WorkSTEPS COMPETITIVE ADVANTAGES**

- WorkSTEPS is the most legally-compliant Functional Employment Testing provider in the Market. We also boast the strongest legal background of any testing provider. We have an unmatched legal history, and we strongly encourage our prospective employer clients to evaluate potential vendors legal history as part of the vetting process.
- WorkSTEPS is the only functional employment testing provider to offer standardized, automated validation that specifically conforms to the EEOC’s Uniform Guidelines for Employee Selection. The PAVE validation tool offers employers an unprecedented degree of legal defensibility.
- The WorkSTEPS testing program is continuously reviewed by a national employment law group for legal compliance as it relates to the Federal rules and regulations that govern the practice of Post-Offer testing.
- The WorkSTEPS program is dynamic; we have sufficient financial resources to invest in ongoing infrastructure development, research, and technology.
- WorkSTEPS grew out of the energy industry, and therefore has unprecedented coverage in rural and small SMAs, in addition to our excellent representation in mid and large SMA.
- WorkSTEPS tests for employers of all shapes and sizes representing all SIC codes – from small local mom-and-pop employers, to Fortune 50, 100, 500 and 1,000 corporations. We have been vetted by major corporations, and have been named a Gold Standard/Best Practice vendor by a number of large corporations for which we test.
- WorkSTEPS is a certified Government Contractor.

- The WorkSTEPS Pre-Employment Post-Offer Comprehensive evaluation screens all pre-existing major musculoskeletal problems that cost employers the most money: Bad backs, Carpal Tunnel, shoulder rotator cuff, knee ligament tear, etc.
- Baseline medical measurements as part of the Post-Offer Comprehensive test are taken according to the recognized AMA guidelines. This creates conclusive medical evidence of all musculoskeletal pre-existing conditions that can be legally subtracted if an injury occurs (the legal term is “apportionment”). Furthermore, there is no state where the employee can continue to receive benefits once they “achieve their pre-injury status”. This is a huge benefit in preventing unnecessary treatment and enhancing return to work.
- The WorkSTEPS system has checks and balances built in it to detect inconsistency in symptoms and performance. New-hires usually give 100% effort and are consistent. But if a back injury occurs during the course of employment, the patient may be totally inconsistent and the compensability of the claim can legally be challenged.
- WorkSTEPS has the only upper quadrant test designed to quickly and scientifically screen for common neural-musculo-skeletal arm, hand, and neck problems, i.e. carpal tunnel, tendonitis.
- WorkSTEPS houses the largest human database in the United States with measures on more than 2,500,000 people in 49 states. No other process has legal, ergonomic, and functional standards supported by the latest recognized scientific research and validated by this enormous database that grows daily.

### **Additional Services**

WorkSTEPS Corporate Scheduling is a time-saving, convenient option provided through our on-line scheduling portal. A Jefferson County representative will enter pertinent candidate information (name, phone number, email, position for which the candidate will be tested) and WorkSTEPS will coordinate the scheduling of the appointment between the candidate and the local provider. Additional features of Corporate Scheduling include:

- Applicant tracking - allowing you to track the status of an appointment in real-time, from the initial request through completion;
- Reports review for quality control;
- Immediate access to your testing history, including results for all tests scheduled through the portal
- Ability to assign department designations, internal codes, or identifiers to scheduled candidates for reconciliation purposes

WorkSTEPS Centralized Billing consolidates monthly testing from all locations into one invoice, payable to a single entity. Invoices are audited and reviewed by WorkSTEPS Accounting, with submission dates on or before the fifteenth of the month, accommodating Jefferson County’s processing schedule and allowing 30 days for payment.

WorkSTEPS is partnered with Medical Case Management to offer comprehensive case management needs to our clients. Case management offers a variety of services that are tailored to the client’s specific needs, factors such as company specifics, state, and insurance may effect the services and management offered. WorkSTEPS is happy to discuss case management options with Jefferson County, however, the existing RFP does not provide adequate information regarding the County’s specific needs to develop and include an accurate bid proposal.

### **Provider Network**

WorkSTEPS currently provides Post-Offer Pre-Employment, Post-Employment Fit-for-Duty, Upper Quadrant-Carpal Tunnel, and Agility testing to more than forty public sector employers in the state of Missouri. While WorkSTEPS employees are corporately located in Austin, TX, the proprietary WorkSTEPS tests are administered through a trained,

certified, and managed network of providers. That network is comprised of 1000+ healthcare clinicians (physicians, physical therapists, occupational therapists, nurse practitioners, doctors of osteopathic medicine, and chiropractors) operating in 48 states and New Zealand. The State of Missouri boasts over 60 active, licensed WorkSTEPS providers, including a Jefferson County provider within 12 miles of Hillsboro, Missouri. Providers are required to execute a license agreement and certify as a WorkSTEPS Provider. This is accomplished by attending a formal training session with a WorkSTEPS trainer or completing an extensive on-line training course plus a one-on-one educational session with a WorkSTEPS trainer, both methods require an acceptable score on a final exam. Providers must also participate in an annual re-certification program in order to remain a licensee in good standing. Multiple consistency checks are built into the testing process that help assure quality and consistency in matters relevant to the delivery of a legally compliant functional employment test. Providers must also execute a license agreement before being allowed to participate as a WorkSTEPS Network Provider. They must comply with all of the terms outlined in the license agreement such as educational and credentialing requirements, hours of operation, etc.

## **SCOPE OF WORK**

### **Job Analysis.**

Jefferson County is seeking to implement a post-offer functional evaluation program on its Highway Drivers, Highway Operators, Animal Control Officers, Shelter Attendants, Maintenance Workers, and Custodians. To accomplish this objective, WorkSTEPS would conduct an on-site job analysis and validation of the positions using WorkSTEPS' proprietary Physical Abilities Validity Evaluator (PAVE) validation tool. The PAVE process is designed to address the requirements set by the federal Uniform Guidelines for Employee Selection Procedures, the Equal Employment Opportunity Commission, and the 1990 Americans with Disabilities Act, providing a validated and legally-defensible list of physical demands for the position and simulations of the most strenuous physical demands associated with the essential function job tasks. The final work product of PAVE is a validation report that offers employers an unprecedented degree of legal defensibility of the test content and test creation process, as well as a functional job description.

The first step in the PAVE process is on-site job analysis. This consists of a thorough analysis of the job duties and physical requirements of a position. A job analysis is required to address the content validity requirements of Sections 14C and 15C of the federal Uniform Guidelines on Employee Selection Procedures (Uniform Guidelines).

As part of the job analysis process, a certified WorkSTEPS consultant examines previously-developed job descriptions in order to gain insight into the jobs being analyzed and the job duties being performed. The analyst then goes on-site to interview supervisors and incumbent workers, observe those incumbent workers perform the most strenuous essential functions of the positions, and to quantify and measure the physical demands associated with those most strenuous essential functions. The WorkSTEPS corporate job analysis will:

- Administer an ergonomic assessment of the position (sitting, standing, kneeling, etc.)
- Measure the weights of materials that are lifted, pushed, pulled, or carried
- Document and measure material-handling heights and ranges-of-motion
- Document frequency and repetition of lifts
- Observe and document environmental conditions (flat/uneven surfaces, indoors/outdoors, confined spaces, environmental temperatures, required safety equipment, etc.)
- Document any other factors impacting the performance of the job

### **Validation**

Once the job analysis data has been collected, the job analyst will validate the job analysis data and the simulations of the most strenuous essential functions with a representative group of Subject Matter

Experts (SMEs) via two surveys – a Job Analysis survey and a Validation survey. SMEs are qualified job incumbents who perform and/or supervise the position.

The first step in the PAVE validation is to create and administer the Job Analysis Survey. The purpose of the Job Analysis survey is to confirm that the tasks we have identified as part of the job analysis are essential to the position, and it determines which tasks can be simulated and used as part of a WorkSTEPS test. The WorkSTEPS job analyst will enter the job analysis data into PAVE, which will yield the Job Analysis survey. That survey will be taken by a representative panel of SMEs as part of an in-person focus group conducted by the job analyst.

The results of the Job Analysis survey are then entered into the PAVE program, which generates a Validation survey, which will be taken by the same SMEs that participated in the Job Analysis survey. The Validation Survey confirms that the tasks and simulations we have identified are accurate and content-valid. WorkSTEPS recommends that these surveys are administered as part of group work shops in which the WorkSTEPS corporate job analyst will provide the survey, demonstrate the simulations of the essential function tasks, and answer any questions the SMEs might have. Once the surveys are completed, those results are entered into the PAVE system, scored and a formal PAVE Validation Report is generated if the test, as designed, is validated. The PAVE Validation Report also serves as the legal defensibility of the test criteria and the test creation process.

## Implementation

Following completion of the onsite job analysis, and validation of both the test criteria and clinical simulations of the essential functions, WorkSTEPS will work with Jefferson County stakeholders to define the implementation timeline and rollout date. WorkSTEPS will schedule training webinar(s) with Jefferson County stakeholders that will manage the testing program in any capacity. WorkSTEPS will provide an overview of the different test components, train representatives responsible for receiving results on how to appropriately process those results, and provide a training on the WorkSTEPS scheduling portal, should Jefferson County opt to take advantage of corporate scheduling. Once all Jefferson County stakeholders have participated in the WorkSTEPS training webinar, and local WorkSTEPS providers have been educated on Jefferson County test protocols, Jefferson County and WorkSTEPS will roll the program out on the appropriate date.

## TIME LINE FOR DEVELOPMENT AND IMPLEMENTATION OF TESTS FOR JEFFERSON COUNTY'S HIGHWAY DRIVER, HIGHWAY OPERATOR, ANIMAL CONTROL OPERATOR, SHELTER ATTENDANT, MAINTENANCE WORKER, AND CUSTODIAN POSITIONS

- Face to face or webinar meeting with Jefferson County representatives to review existing job descriptions and determine if any similar positions may be grouped into a single position for testing purposes. While duties will vary, positions can often be grouped into one position (to include all the physical demand requirements if all positions are expected to do all of the same tasks), or individualized tests must be created for each position.
  - *3 to 4 hour process scheduled at the employer convenience*
- Schedule on-site job analysis for positions identified following meeting with Jefferson County representative.
  - *Job Analysis dates TBD based on Jefferson County availability and coordination with job assessor*
- Conduct job analysis for each position/grouping

- *Four to Six hours (on average) per position/grouping depending on the number of physical demands. If a complete analysis requires multiple site visits, estimated time required will increase. The on-site includes interviewing incumbent workers and supervisors, filming job duties being performed, gathering heights, weights, measures, push/pull forces, etc., associated with the physical demands of the job.*
- Create PAVE Job Analysis Survey
  - *Estimated one hour*
- Conduct PAVE Job Analysis Survey Workshop with SMEs
  - *Estimated one hour per position*
- Input Job Analysis Survey data into the PAVE System and create Validation Survey
  - *Estimated two hours per position*
- Conduct PAVE Validation Survey Workshop with SMEs
  - *Estimated one hour per position*
- Input Validation Survey data into PAVE and produce custom test parameter report, PAVE Validation Survey and Job Specific Testing Authorization Document
  - *Estimated ½ business day, conducted in the weeks following the Job Analysis/Validation*
- Send JST criteria to Jefferson County for review, approval and signature
  - *TBD based on Jefferson County turnaround.*
- Determine and acquire special equipment needs for each clinic testing, if necessary
  - *TBD based on equipment, availability, number of locations testing, etc.*
- Implementation and Training Webinar
  - *Ninety-minute webinar with Jefferson County stakeholders to train on scheduling portal and how to process results*
- Internal administrative setup
  - *One business day to enter test criteria into systems, setup company profile, send Jefferson County protocols to providers matched to the account, etc.*
- Begin testing on targeted rollout date

## **PRICING**

### **Job Site Analysis, Incumbent Validation, Job Simulation and Test Development For Highway Driver, Highway Operator, Animal Control Officer, Shelter Attendant, Maintenance Worker, and Custodian**

Job analysis and validation are billed at \$200.00 per hour or \$1,500 per day (capped at 10 hours per day), whichever is most advantageous to Jefferson County. We estimate that it will require anywhere from four to six billed hours to evaluate a position, quantify the physical demands, and validate the position using the PAVE program. It is possible that some of these positions may be grouped into a single test, which will reduce the number of hours required to evaluate those positions. We have conservatively priced our estimated job analysis in our Pricing Schedule to assume no positions will be grouped. Once we complete our pre-analysis meetings with your Subject Matter Experts, we can provide a more accurate estimate of the time required to complete the project and its associated costs.

We estimate [3] days needed to complete the job analysis and validation at \$1,500.00 per day:     \$4,500.00\*

\*Plus travel expenses associated with air fare, lodging, ground transportation or mileage, food per diem billed at cost

**Test Prices:**

WorkSTEPS Upper Quadrant – Carpal Tunnel-Post Offer Evaluation	\$275.00 per test
WorkSTEPS Comprehensive Pre-Employment Post Offer Test	\$185.00 per test
WorkSTEPS Post-Employment Fit-for-Duty Test	\$185.00 per test
Nerve Conduction Test Only	\$175.00 per test
No Show / Cancellation less than 24 hrs	\$185.00
Scheduling, Coded Invoices, Report Review, Online Reporting, Record Keeping	\$25.00 per test
Centralized Billing	\$1,000.00 one-time fee
Annual Reports	No Charge
Sample Policies and Procedures	No Charge
Webinar Training, Initial and Ongoing	No Charge
<u>Dedicated Account Management</u>	<u>No Charge</u>

WorkSTEPS has priced its most competitive rates for the proposed tests. While we anticipate pricing for a Comprehensive Pre-Employment Post-Offer test will be the same for other Jefferson County entities, WorkSTEPS cannot guarantee the rate, as we often design custom tests to suit the needs of the employer. Based on a potential custom solution, we cannot guarantee the price will be the same.

**Test Development Estimate**

As is evident in the timeline above, it is impossible to predict exactly how much time will be required to conduct a full job analysis, perform validation and implement a testing program. We have given our best estimate based on the Scope of Work. Coordination between Jefferson County and WorkSTEPS, particularly as it relates to the validation process which involves accessibility of incumbent workers participating in the process, is key to meeting the timeline outlined in this proposal. WorkSTEPS reserves the right to revise estimate costs if the Scope of Work expands, delays are created as a result of WorkSTEPS job assessors not having access to incumbents, and/or the responsiveness of Jefferson County throughout the process.