

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH HOAG CLINIC DBA HOAG EXECUTIVE HEALTH DBA**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and HOAG CLINIC DBA HOAG EXECUTIVE HEALTH, a California nonprofit corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide wellness program services for the Costa Mesa Police Department, including a comprehensive Executive and First Responder clinical and fitness screening program for police personnel, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000.00) annually.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "B," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty months, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

HOAG Executive Health
2995 Redhill, Suite 100
Costa Mesa, CA 92626
Tel: (949) 566-8419

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5292

Attn: Justin David

Attn: Michelle Bradbury

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

Justin Davis, VP Business Development

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Michelle Bradbury
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Ronald Lawrence
Police Chief

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

**WELLNESS PROGRAM FOR THE POLICE DEPARTMENT
RFP NO. 25-16**



**POLICE DEPARTMENT
CITY OF COSTA MESA**

**Released on
February 12, 2025**

REQUEST FOR PROPOSAL FOR WELLNESS PROGRAM FOR THE POLICE DEPARTMENT

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to develop and provide a wellness program for the City’s Police Department. The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for three years with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of approximately over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on planet-bids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check planet-bids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request for Proposal shall be governed by the following schedule:

Release of RFP	February 12, 2025
Deadline for Written Questions	February 25, 2025, at 11:00 a.m.
Responses to Questions Posted	February 27, 2025
Proposals are Due	March 4, 2025, at 2:00 p.m.

****All dates are subject to change at the discretion of the City.**

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Scope of Work, Appendix A**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

a. The company needs to have the ability to provide users with an online, HIPPA compliant wellness platform that incorporates scheduling, test results, health education specific to first responders.

b. The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within twenty (20) miles of the City.

c. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the company; and provide an organization chart showing all proposed key wellness team members.

d. A project team organization chart identifying those who will perform work, and a brief resume of each team member, including similar type projects in which they have been directly involved shall be included. Identify the Wellness Coordinator who will be the primary contact person to represent your company. Sub-consultants, if any, shall be identified in the proposal with the same requirements as for the main consultant.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used.

Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Services, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project's potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.

5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the pass three years to allow an evaluation of firm's financial capabilities.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
 - **Cost Proposal:** Provide a fee schedule/pricing information for the project including identifying the specific assigned personnel, their hourly rates and their number of hours, and the cost for each work task/deliverable as described in the Scope of Services. If work tasks or deliverable are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Proposals shall be valid for a minimum of 180 days following submission.
 - **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.**
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the hourly rates of the proposed key personnel.
 - ✓ The cost shall depict individual project tasks, work hours, and basic hourly rates for specific personnel to be used on the project. Personnel hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 4, 2025**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer

to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 25, 2025, at 11:00 A.M.** The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the planet-bids website. Proposers should check this web page daily for new information. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on planet-bids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project Approach & Methodology -----30 %**
2. **Qualifications & Experience of the Firm -----30 %**
3. **Key Personnel ----30%**
4. **Cost Proposal ----10 %**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **the week of March 31** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for an award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend an award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;

- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it

will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

Appendix A

Scope of Services

Police Officers face a multitude of stressors from physically demanding and long workdays to life-threatening confrontations, to the emotional toll of seeing people living in challenging situations. In addition to the multitude of work stressors, they experience a lack of sleep due to their shift schedules, lack of fitness, abuse of caffeine, and sometimes the abuse of alcohol to mitigate the stressors from this demanding career, as well as a host of difficult family dynamics.

Some of the top health issues facing first responders include stress, diabetes, heart disease and cancer. Additionally, poor physical fitness, chronic injuries, and back problems. Lack of overall employee wellness can lead to an increase in employment-related injuries, poor job performance, and poor job attendance. The Costa Mesa Police Department is seeking a well-qualified provider who will assist with developing a wellness program as an incentive to increase physical fitness levels and general health of the department's employees.

The City of Costa Mesa is seeking proposals from qualified service providers to design, develop, and implement a wellness program, for all of the employees working in the Police Department. In general, the selected operator may be asked to provide the following services:

- Annual Physical Fitness/Wellness Evaluations
 - Health History Questionnaire
 - Health and Biometric Screening (Blood Pressure, CBC, CMP, Lipid Panel, Cholesterol, Triglycerides, TSH)
 - Fitness Assessments (Stress Test, VO2 Testing/ Muscular Endurance, Digital Postural Analysis, Body Composition Analysis, Hand Grip, Digital Movement Screen, Muscular Strength)
 - Consults with Exercise Physiologist
 - Guidance and recommendations from MD
 - Personalized report for employee encompassing the above and recommendations for improvement in health. All recommendations from the wellness coordinator must have concurrence from a licensed medical practitioner.
- Employee Case Management
 - Develop a communication plan that regularly informs and engages employees about the wellness program
 - Provide regular updates on program activities and educational fliers on wellness
 - One-on-One Nutritional Guidance
 - Individualized Exercise Programs
 - Fitness classes
 - Stress Management Techniques Training
 - Ability to inform and motivate employees to adopt healthier lifestyles
- An on-site Wellness Coordinator for the Department who is properly trained, certified and knowledgeable in wellness and fitness. Must conduct the following:
 - In-person Workshops and Presentations on Injury Prevention Programs/ Stretch and Mobility Classes/ Strength Training

- Develops and implements training programs and wellness challenges for the department.
- Nutrition Guidance Workshops
- Training on mindfulness and meditation
- Dedicate a minimum of 20- hours weekly to the department
- Wellness Program must also have access to the following:
 - Upon request, provide access to more advanced heart and cancer screening
 - Facility within 20 miles of the Police Department
 - Ability to make referrals for health issues that may arise

EXHIBIT B
CONSULTANT'S PROPOSAL

City of Costa Mesa

Wellness Program for the Police Department

City of Costa Mesa
RFP NO: 25-16





Cover Letter & Project Summary



Hoag Executive Health
500 Superior Ave, Suite 200
Newport Beach, CA 92663
949.999.9300

November 4th, 2024

To Whom It May Concern:

Hoag Executive Health is excited at the opportunity to bid and ultimately participate in the Costa Mesa Police Department Wellness Program – providing Hoag’s proprietary set of services for first responders and law enforcement personnel. In the following proposal, Hoag Executive Health will illustrate just how uniquely qualified our expert program staff is to accomplish every aspect of the Scope of Services outlined in the RFP, as well as our willingness to work hand in hand with CMPD to continue the growth and evolution of the program to ensure police officers are able to maintain the highest level of health and wellness, and in turn, succeed in their duties as highly trained law enforcement personnel.

At present Hoag operates the largest and most successful specialty clinical exam program in the western United States. The first being the “Hoag First Responder Program” which has been in operation for 9 years, this program conducts roughly 3,500+ specialty physicals and wellness assessments annually, providing exclusive health and wellness programs for such clients as the Orange County Fire Authority, LA City Fire, Anaheim Fire & Rescue, City of Irvine Police Department, Huntington Beach Fire, Anaheim Police Department, Costa Mesa Police Department and Cathedral City Fire Department, to name a few. In addition to the annual exams listed above, the Hoag First Responder Program also conducts pre-employment exams for Newport Beach Fire & Police, Anaheim Fire & Rescue, Cathedral City Fire Department and Huntington Beach Fire. The Hoag First Responder Program is not simply familiar with the unique stressors, realities and requirements of law enforcement personnel, our physicians, physiologists and nurses specialize in providing ongoing health, wellness and specialty care for this unique population.

Yet another differentiator for the Hoag First Responder Program is our superb clinical and fitness staff all of whom have decades of experience delivering our proprietary set of assessments to populations identical to Costa Mesa Police personnel. Their understanding of the unique stressors and challenges associated to tactical athletes and emergency responders translates to our ability to provide meaningful, applicable health recommendations and fitness programming that can be immediately implemented, leading to effective and lasting health and lifestyle changes.

In addition to our experience with these populations and outstanding dedicated First Responder team, the Hoag Executive Health program is lucky enough to have state-of-the-art facilities and equipment. Hoag Executive Health is proposing to deliver the Clinical & Fitness Exam Program in our newest dedicated medical offices located in Newport Beach. This facility is equipped to deliver every component of the medical and fitness evaluations in our 10,000sq ft special programs suite that includes fully equipped exercise labs, technology integrated exam rooms, private lounges for participants and the newest clinical and fitness diagnostic tools. In addition, we have imaging capabilities located our medical office building which allows for a simple and smooth logistical process for participants.



Hoag Executive Health is confident that we can establish a world class program aimed at enhancing the health, wellness and performance of Costa Mesa Police personnel through our comprehensive approach to health and overall wellness by building on the wellness services we currently provide to the Department. Hoag Executive Health appreciates the City of Costa Mesa's consideration of the following proposal and we welcome the opportunity to work together. Please note that proposal pricing will be valid for 180 days.

Regards,

Justin Davis
Vice President – Business Development
Hoag Executive Health

A handwritten signature in black ink, appearing to be "Justin Davis", written over a horizontal line.

Proposed Delivery Location:
Hoag Executive Health
500 Superior Ave, Suite 200
Newport Beach CA 92663
949.629.2600

Section 1: Overview of Response

The following proposal will outline and review Hoag Executive Health's plan and intention on delivering clinical health screening services for Costa Mesa Police personnel – those specifically being:

1. Annual Clinical and Fitness Exams
2. On-site Wellness Program and Coordinator
 - a. Employee Case Management, Consultation and Communication

As the highest rated hospital system in Orange County for the last 9 years, Hoag Executive Health is able to draw upon all aspects of the Hoag Health System in order to ensure world class care as well as clinical and customer service for Costa Mesa Police personnel related to the above clinical areas. Our experience delivering these exact services for clients in both the Public and Private sectors provide us with a level of certainty in our ability to meet and exceed the Scope of Services for the CMPD Wellness Program.

Section 2: Methodology

1. Annual Clinical & Fitness Exams

Hoag Executive Health currently manages, operates and delivers one of the most successful comprehensive Executive and First Responder clinical and fitness screening programs in the country on behalf of Hoag Hospital. In fact, Hoag Executive Health currently administers the Wellness Program for Costa Mesa Police Department. The Hoag First Responder Program is recognized by the NFPA and the IAFF as a "Gold Standard" first responder wellness facility with our Chief Medical Officer regularly consulting with fire and police agencies across the United States on ways to replicate and model after the Hoag program.

Hoag Executive Health is uniquely positioned to fulfill the entirety of the Scope of Services for the for Newport Beach Clinical & Fitness Exam Program, as each of the required service components fall within the standard set of services and expertise for our business. Specifically, as it relates to personnel, Hoag Executive Health may be the only proposed service provider that can state categorically that we currently have on staff all necessary clinicians, medical support staff, fitness and exercise specialists as well as administrative and management personnel to fully service the program as it is constructed today as well as if the program were to expand. Hoag Executive Health currently has 7 primary care physicians (Internal Medicine/Family Practice/Sports Medicine) whom we are able to devote to this program. In addition, each of our physicians has their own devoted Medical Assistant who are specially trained to work with Hoag Executive Health participants. Other key members of the Hoag Executive Health team are our 7 Exercise Physiologists who provide fitness and nutritional training and consultation to participants in our programs. Our exercise physiologists will be tasked with conducting the IAFF WFI fitness and nutritional components of each annual and pre-employment exam in accordance with the NFPA

Data Analysis & Presentation

Hoag Executive Health sees the interpretation of the complex data and assessments gathered during the Annual Clinical & Fitness Exams as one of the key aspects of effectively conducting these specialty exams. Ensuring that the results and more importantly, any actionable recommendations are easy for participants to understand and follow, will only increase the effectiveness of the data and information that is gathered. Hoag Executive Health physicians have over 65 years of combined specialty physical experience amongst them – coupling this with the knowledge of our coaches and exercise physiologists translates into invaluable expertise in creating and presenting realistic health goals, exercise, fitness and nutritional plans for CMPD personnel. Our proposed approach to the Annual Clinical & Fitness Exams will utilize a proprietary set of risk calculations that will enable participants to have a clear, tangible understanding of their current health state when compared to a mean of people in their age and activity group and to identify any potential limitations to completing the tasks required for success in the stated roles.

Data Review

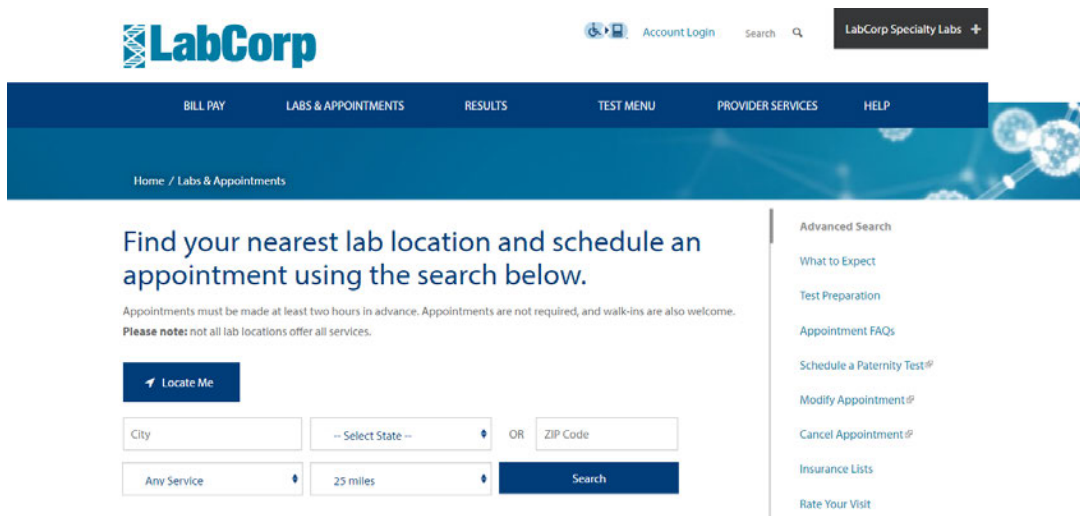
The experience that Hoag Executive Health has, delivering this exact Scope of Services to almost a dozen different agencies throughout Southern California for close to 10 years, allows us to glean from our knowledge and best practices developed through delivering thousands of specialty exams. Additionally, it is important to understand that our physicians specialize in this type of clinical delivery – solely practicing preventative, risk identification and Occupational health services...this is what we do.

For all of the Annual Clinical & Fitness exams, each CMPD participant will have dedicated in-person time set aside immediately following the completion of their fitness assessment to review the entirety of their physical report – this will be done with the same exercise physiologist who performed their fitness and nutritional assessment. During this 20-minute follow-up, participants will personally review their physical report, lab work and other assessments. The results and recommendations entailed in each personalized physical report are created in such a way that they are actionable and easy to implement. Our physiologists will answer questions, give further suggestions and provide real-world examples of how to implement the fully customized health plan that was created for the participant. In addition, we will make it easy to share the report and data with each participant's primary care physician by providing a hardcopy of all reports, labs and diagnostics for personal review. Our clinical and lifestyle recommendations focus on behavioral changes and when necessary therapeutic interventions which can be easily enacted by the participants' primary physician. Hoag Executive Health understands that participation in the Annual Medical & Fitness Exam program is only the start to positively impacting the health and well-being of participating firefighters – it is with this in mind that we have created our reporting and follow-up procedures aimed at ensuring positive change is simple to implement.

Lab Process

As it relates to the lab services process for Annual exams, Hoag Executive Health is proposing that we utilize a long-standing 3rd party lab partner, LabCorp, to perform the lab panel blood draws. Understanding that there will be significant eligible personnel and that these participants may not all live in Orange County boundaries, we feel as though the most convenient and reliable solution will be to utilize LabCorp and their significant network of draw locations throughout Southern California. The process will be initiated once a participant is scheduled for his/her exam 30 days in advance, at that time they will be entered into the Hoag Executive Health EMR system and an electronic lab requisition will be created and sent to LabCorp. The participant will then simply need to log onto the LabCorp website from a computer, phone or iPad and locate the closest and most convenient LabCorp location to either his/her worksite or home. In addition, Hoag Executive Health will email each participant with a copy of the lab requisition (just in case) as well as a website link that lists all Orange County LabCorp draw sites and instructions for the fasting blood draw. Participants will be asked to ensure they have completed their blood draw within 2-weeks of their scheduled exam to ensure results are obtained prior to their physical. Results are then electronically sent to Hoag Executive Health typically within 3-5 business days from the blood draw. Below is the link and an image of the LabCorp “Find a Location” website along with the contact information for our LabCorp representative – Hoag Executive Health has used LabCorp since our inception 9 years ago and they continue to provide excellent service and reliability :

<https://www.labcorp.com/labs-and-appointments>



The screenshot shows the LabCorp website's 'Find a Location' page. The header includes the LabCorp logo, 'Account Login', 'Search', and 'LabCorp Specialty Labs'. The navigation bar lists: BILL PAY, LABS & APPOINTMENTS, RESULTS, TEST MENU, PROVIDER SERVICES, and HELP. The main heading reads: 'Find your nearest lab location and schedule an appointment using the search below.' Below this, a note states: 'Appointments must be made at least two hours in advance. Appointments are not required, and walk-ins are also welcome. Please note: not all lab locations offer all services.' The search form includes a 'Locate Me' button, a 'City' input field, a '-- Select State --' dropdown, an 'OR' separator, a 'ZIP Code' input field, an 'Any Service' dropdown, a '25 miles' distance dropdown, and a 'Search' button. A sidebar on the right lists links: Advanced Search, What to Expect, Test Preparation, Appointment FAQs, Schedule a Paternity Test®, Modify Appointment®, Cancel Appointment®, Insurance Lists, and Rate Your Visit.

Hoag Executive Health does have in-office lab draw and processing capabilities and can process blood specimens onsite should a participant not be able to visit a LabCorp facility prior to his/her office visit.

Annual Police Officer Recurring Exam Components

Heart & Circulatory

- Lipid Profile
- EKG / Treadmill Test
- Blood Oxygen
- CMT Ultrasound

Brain & Nervous

- Reflexes & Sensations
- Hearing
- Vision
- Strength & Balance
- Symmetry

Lungs & Breathing

- Pulmonary Function
- Maximal Oxygen Uptake
- Exercise Heart Rate Ranges
- X-Ray

Muscular & Bone

- Musculoskeletal Assessment
- Strength Assessment
- Postural Screen
- Body Composition
- Functional Mobility

Fitness & Exercise

- WFI Assessment
- Fitness Goals
- Assessment of Limitations
- Exercise Prescription/Programming

Kidney & Urogenital

- Urinalysis
- Cancer Screen PSA (men 50+)
- BUN, Creatinine Panel

Hormonal & Glandular

- Pre-Diabetes Markers
- Metabolic Panel
- Metabolic Rate
- Heavy Metals

Blood & Immunity

- Blood Composition
- Immunity
- Anemia
- Leukemia

Stomach & Gastrointestinal

- Liver Function Panel
- Gall Bladder Markers
- Micronutrients
- Protein

Diet and Nutrition

- Assess of Current Nutrition (food log)
- Identifying Health Eating Barriers
- Resting Metabolic Rate
- Meal Planning
- Nutritional Education

Annual Costa Mesa PD Clinical & Fitness Exam

In addition to the categories by which Hoag Executive Health will assess each CMPD participant, below we have outlined the individual components included in each exam.

Questionnaires

Medical History & Health Risk
Behavioral Health (PHQ-9)
Fitness and Nutritional Assessment

Blood Work

CBC
MMR, Varicella, Hep B/C Titers
CMP
hs-CRP
Lipids
PSA (over 50)
Heavy Metal Panel
TB QuantiFERON
Tetanus Vaccine 10-yrs

Clinical Evaluation

Audiogram
Vision Testing
Vitals
PFT (Spirometry)
EKG
Comprehensive Physical Exam
Neurological Exam
Musculoskeletal Assessment
Hernia Exam
Skin Cancer Screen
Clinical Breast Exam optional
Prostate Exam optional
DRE optional
Chest x-ray (PA/Lat)) every 3 yrs.
Carotid Artery Ultrasound

Fitness & Nutritional Evaluation

Functional Movement Screen
Body Composition Analysis
Skin Fold Assessment
VO2 Max (gas exchange)
Hand Grip Strength
Pushup Test
Posture Assessment
Abdominal Strength
Nutritional Assessment & Plan
Fitness Assessment & Plan

Optional Exam Evaluations

CA DMV/DOT Exam *if needed or requested*

Report

Contents

- Bloodwork
- Clinical Data
- Physical Exam Report
- Recommendations & Actional Plan
- Report provided to participant at conclusion of exam

[Sample Exam Schedule for Costa Mesa Police Department Clinical & Fitness Exams](#)

Hoag Executive Health has proposed two schedule blocks for the Costa Mesa PD Clinical & Fitness Exam Program, a morning and afternoon block. Each block consists of 4 exam “slots” those are as follows:

Morning
9:00am – 12:30pm

Afternoon
1:00pm – 4:30pm

Hoag Executive Health will offer both AM slots and PM slots in our Newport Beach facility – below is a sample exam schedule.

Clinical & Fitness Exam Schedule

Time	Activity	Staff Member
9:00 AM	Check In	Care Coordinator
9:15 AM	Chest X-Ray Ultrasound Exam	Care Coordinator
9:45 AM	Nurse Testing Body Composition Analysis [BCA] Urine Sample Temperature Blood Pressure Spirometry EKG Hearing Vision (Titmus/Color Vision) CMT Pulse OX	Medical Assistant
10:15 AM	Physical Comprehensive Physical Exam Review blood work Fitness for Duty Eval OccMed Consult Skin Evaluation Head to Toe Exam Musculoskeletal Exam Hernia Exam [male] Neurological Exam Cancer Screening Immunization Screening	Physician
11:00 AM	Fitness & Nutrition Evaluation Functional Movement Screen Pushup Test Abdominal Strength Posture Screen Vo2 Max Test Hand Grip Strength Stress EKG <i>risk stratified</i>	Exercise Physiologist
12:00 PM	Report Review	Exercise Physiologist

Below is a step-by-step overview of the exam process for CMPD Personnel

1. Hoag Program Manager works with a CMPD designee to establish an exam calendar – days of the week and dates that work best for that agency and personnel.
 - a. Hoag Program Manager will create a SharePoint calendar with designated exam dates/times and slots
 - b. CMPD Participants will have access to an online scheduling site which will allow them to select the day and time that best works with their schedule.
2. CMPD will provide a participant list with names, DOB, email address and phone number of eligible exam participants.
3. Participants will begin the “exam prep” process 4 weeks prior to their assigned exam date
4. Hoag Program Manager will register each participant into Hoag Executive Health’s electronic medical record system
 - a. An email will be sent to the participant containing:
 1. Medical history and fitness assessment questionnaires
 2. Hard copy of the LabCorp lab requisition, lab draw instructions and a link to all LabCorp locations
5. Participant will complete their lab draw and applicable pre-exam questionnaires no less than 1-week prior to his/her annual exam.
6. 3-5 days prior to the scheduled exam date, participants will receive a confirmation email and phone call and email from the Hoag Program Manager confirming attendance on the scheduled exam date
7. Upon arrival in the office – participants will be checked in and a Hoag support staff member will walk participants to the imaging center to receive their baseline chest x-ray
8. Following completion of the chest x-ray, our staff member will walk the participant back to our office to begin the physical exam
9. The participant will first meet with our clinical support staff to capture all biometric/vital sign data
10. Diagnostic ultrasounds will be performed next, this portion of the exam will take approx..15 minutes
11. Next, the participant will meet with the physician to review all pre-exam questionnaires and conduct a thorough medical health history. Additionally, at this time the fitness for duty evaluation and occupational medicine consultation will be performed
12. Following the physicians consultation, the complete physical examination will be performed
13. Following the completion of the physical exam, participants will transition to a private exercise lab with our exercise physiologist for the fitness and nutritional evaluation – this portion of the exam will take approximately 45 minutes
14. Following the fitness and nutritional assessment, the exercise physiologist will excuse him/herself to retrieve the completed physical exam report in-hand to be reviewed with the participant
15. If there were any medically necessary referrals, our physician would coordinate these with the participant following the report review and prior to their departure.
16. Participants will have access to their records via Hoag’s patient portal - MyChart

In total, the entire exam process should take no more than 1.5 hours for a participant to complete their Annual Clinical and Fitness exam.

Hoag Executive Health is proposing that all initial scheduling of Annual Clinical & Fitness Exams be done utilizing our secure online SharePoint scheduling system. Hoag Executive Health will create an online calendar where the participants will be able to schedule exams as far as 1 year out and can schedule themselves into designated AM or PM time slots at our Newport Beach Hoag Executive Health delivery location. Once the appointment has been scheduled, an email notification will be sent to the Hoag Executive Health Program Manager to complete the scheduling process, create the applicable lab requisitions and send a hard copy lab req and LabCorp location information to the individual unit participants. Once the participant is scheduled, he/she will receive an email confirming the appointment, as well as a confirmation phone call 3-5 days prior to the exam date.

With regards to timing of blood results, our hope would be that all Annual Clinical & Fitness Exam participants have their blood draw completed 2-weeks prior to their exam date, this will allow for 3-5 business days for blood processing and we will then review and report results at the conclusion of the physical exam. Ideally, we would like to have crews scheduled no later than 30-45 days prior to an exam date.

Based on Hoag Executive Health's experience working with firefighters, police and other emergency responders, we understand that on some occasion's emergency situations will prevent participants from attending a scheduled exam. Likewise, these same circumstances may lead to the need for participants to reschedule their exam on some occasions – we are fully prepared to accommodate these situations and propose the following straight forward protocols.

No-Show / Late Cancel (Unexcused)

In these instances, we will allow the participant to reschedule his/her Annual physical exam preferably within 60-days of the original exam date and we will bill CMPD for 50% the cost of that designated exam. Late cancel would be considered as any cancelation with less than a 48-hour notice.

No-Show / Emergency Activities (Excused)

In these instances, we will allow the participant to reschedule his/her Annual physical exam preferably within 60-days of the original exam date and we WILL NOT BILL for the cost of the exam.

No-Show / Other (Excused)

In these instances, we will allow the participant to reschedule his/her Clinical & Fitness physical exam preferably within 60-days of the original exam date and we WILL NOT BILL for the cost of the exam.

2. On-Site Wellness Program & Coordinator

There is one common thread that runs through every program that Hoag Executive Health and Corporate Health Solutions delivers and that is our focus on delivering programs that look at a multitude of factors that determine health – specifically providing clinical, lifestyle and fitness assessments in order to establish a full and complete determination of a patient's health. This will most certainly be the case for the CMPD Wellness program as well. With this in mind, we have compiled a team of professionals who are able to bridge these 3 unique focus areas and then provide actionable feedback, recommendations and programs aimed at addressing any or all of the disciplines. Hoag Executive Health and Corporate Health Solutions employs a team of Exercise Physiologists who administer and oversee the lifestyle, fitness and nutritional components of our services. This team is comprised of 6 staff all of whom have bachelor's and/or master's degrees in Exercise Science, Kinesiology or Exercise Physiology. Additionally, all team members are required to have their C.S.C.S., T-SAC as well as the ACSM Certified Clinical Exercise Physiologist certifications. Yet another benefit for this team is that we have multiple EP's who are Certified Athletic Trainers and/or Physical Therapy Aides – these impressive individuals allow Hoag Executive Health and Corporate Health Solutions to provide an unparalleled level of insight while assessing the fitness, cardiovascular performance, mobility and lifestyle trends of

the Wellness Program entailing – for our First Responder participants. Following the collection of all lab results, exam findings and fitness and mobility evaluations, our EP’s provide a consolidated overview and recap of the findings and recommendations and compile a fitness and nutritional program specific to each participant, their goals and any clinical contraindications. Knowing what we know about the existing Wellness Program, we have identified 3 internal team members who we feel have the educational background, wide ranging experience and technical expertise to effectively oversee the Wellness Program for the Costa Mesa Police Department.

We foresee the Wellness Director role as the primary point of contact and day-to-day operator of the CMPD Wellness Program. As such, this individual would be onsite at the designated facility(s) 20-hours per week and would coordinate and direct any supplemental or complimentary services or support personnel who might be needed in order to deliver a world-class service platform. Ted Schaper the First Responder Program Manager would be the 1st line of support from an operational standpoint, assisting with the coordination of any operational or support staff related to administering additional services, educational programming or SME presentations. We would foresee Ted providing “on-call” support which could constitute anywhere from 0-3 hours of program involvement per week. Additionally, Dr. Jim Lindberg, our Chief Medical Officer would be the 1st line of support from a clinical standpoint, providing real-time clinical consultation and review of any findings or request that might arise prior to, during or following a wellness assessment. Dr. Lindberg regularly engages with our Exercise Physiology team when risk stratifying First Responder exam participants, reviewing abnormal clinical findings or in a consultative manner when our Exercise Physiologists are developing individualized fitness and nutritional programming and there are contra-indications or limitations based on health-related issues. We would also foresee Dr. Lindberg providing “on-call” support which could constitute anywhere from 0-3 hours of program involvement per week. Lastly, given the “bench” of additional trained and certified Exercise Physiologists we have at our disposal, should there be a need for additional EP support in order to conduct large scale annual physical ability tests, we have the degree and certified personnel to aid our Wellness Director in order to ensure efficacy of the testing criteria and data collection.

Wellness Program Methods & Techniques

Hoag Executive Health and Corporate Health Solutions is proposing to embed a Wellness Director in the Costa Mesa Police Department for the purposes of administering the Wellness Program. With this in mind, we have chosen to break out the primary tasks associated with the scope of services outlined in this RFP, those major task areas consist of Assessment Delivery and Consultation, Programming and Training, as well as Administrative Oversight and Reporting. Assessment Delivery and Consultation – these tasks specifically include conducting the annual wellness assessment and fitness tests, coordinating and conducting the annual physical ability test, performing athletic training/injury evaluations, conducting post assessment findings consultations and assisting with coordination of any clinical appointment scheduling based on wellness assessment findings. For all of these tasks, the first step will be scheduling these appointments with the Wellness Director. We propose to utilize our preferred appointment scheduling platform, Timely, which allows for seamless online/mobile appointment scheduling (appointments can also be made via email or by phone). Each appointment type will have its own set of automated email responses which will provide CMPD personnel with any pertinent pre-appointment documentation (lab requisition, pre-visit questionnaire, health/injury history, etc.). Through working with the CMPD we will ensure the schedule and appointment availability coincides with the different shift schedules to ensure sufficient and equal opportunities for personnel on all shifts to engage with the Wellness Director. We foresee the Assessment Delivery and Consultation tasks comprising roughly 50-60% of the Wellness Directors job function.

Programming and Training – these tasks will typically be performed following the Assessment Delivery and Consultation component of the job role, as data compiled during those consults and assessments will inform and direct the specific fitness, nutrition, lifestyle and/or injury prevention programs and sessions to follow.

Again, we

foresee these events being scheduled via our Timely platform and supported by our 2 other Programming and Training Platforms, Trainerize and Evolution Nutrition. Trainerize is a programming software system which will allow our Wellness Director to input data obtained during an initial consultation or wellness assessment, couple that with goals and fitness level information, in order to develop a periodized fitness and training plan that can be shared with CMPD personnel online and on their phone. This platform also allows for remote coaching which would be beneficial for ongoing support even if participants are not able to train directly with the Wellness Director. Evolution Nutrition similarly allows our Wellness Director the ability to take diet and nutrition information obtained via a consultation and develop personalized nutrition and meal plans for CMPD personnel. This will also be informed by the lab results obtained to ensure any dietary recommendations coincide with any underlying health issues. The benefit of utilizing these platforms is that they allow for significant personalization while also taking much of the “heavy lifting” off of the Wellness Director given the potential volume and other tasks required of the role. We see Programming and Training comprising roughly 25-30% of the Wellness Directors job function.

Administrative Oversight and Reporting – these tasks will include meeting coordination and committee attendance, coordination of resources and/or programs outside of the city resources and quarterly/annual program reporting and updates. Given Hoag Executive Health and Corporate Health Solutions familiarity with this type of city government agency program, we have existing protocols, templates and data tracking methods in place to easily

provide on-demand details pertaining to the progress and status of the CMPD Wellness program. Additionally, the management personnel assigned to this program will assist in compiling and presenting data as well as attending pertinent meetings in support of the Wellness Director. We foresee these tasks consisting of 10-20% of the job function.

CMPD Wellness Assessment Experience:

1. Hoag Wellness Director works with an CMPD Wellness /Safety liaison to establish an assessment calendar – days of the week and times that work best for department personnel.
 - a. Hoag will create an online Timely calendar with designated assessment time slots
 - b. Communication will be sent out to CMPD personnel with instructions on how to schedule events online as well as how to get in contact with the Hoag Wellness Director for direct scheduling
2. The department will provide a participant list with names, DOB, email address and phone number of all eligible exam participants for additional registration and lab requisition completion.
3. Once scheduled the Hoag Wellness Director will register each participant into Hoag’s electronic medical record system
 - a. An email will be sent to the participant containing:
 1. Medical history and fitness assessment questionnaires
 2. Hard copy of the LabCorp lab requisition, lab draw instructions and a link to all LabCorp locations
 3. Hoag can coordinate onsite lab draws “in bulk” for participants scheduled for a wellness assessment within a 3-month window

4. Participant will complete their lab draw and applicable pre-assessment questionnaires no less than 1-week prior to his/her assessment.

5. 3-5 days prior to the scheduled exam date, participants will receive a confirmation email and phone call from the Hoag Wellness Director confirming attendance on the scheduled assessment date
6. The participant will first review all pre-exam questionnaires medical health history.
7. Following the initial information review, participants will transition to the fitness assessment and nutritional evaluation – this portion of the assessment will take approximately 30-45 minutes
 - a. Following the completion of the resting and risk stratified stress EKG, results will be evaluated by our physicians for interpretation and to identify any abnormalities.
8. Following the fitness and nutritional assessments, the Wellness Director will complete the Wellness Assessment Report to be reviewed with the participant
9. If there were any medically necessary referrals, our Wellness Director would coordinate these with the participant following the report review and prior to their departure.

Should there be any urgent service requests, depending on their nature and the specific requirements (personnel, travel, additional equipment, etc.), Hoag will always strive to respond as quickly as possible – meaning same day or within a reasonable time to meet the needs of the department.

Support & Delivery Team

Day-to-Day Account Manager – Ted Schaper, Coordinator – First Responder Programs

Ted currently is responsible for the day-to-day operational functions and management oversight of 3 First Responder programs delivered in Newport Beach, Irvine and Aliso Viejo. Ted has been with Hoag Executive Health for 5 years. As the First Responder Program Coordinator, Ted oversees the world-class service delivery in each of our practice locations. Ted is responsible for every component of First Responder Programs, from personnel to clinical and service delivery, Ted is involved in all aspects of program oversight. Ted graduated with a Bachelor's Degree in Physical Education and has a number of sports medicine and fitness certifications from the NSCA and ACSM. Ted works out of our Newport Beach medical office.

Chief of Service – Dr. Jim Lindberg

Dr. Lindberg is Board Certified in Internal Medicine. Since 2011, Dr. Lindberg has managed the medical delivery of the *Hoag Executive Health Program* and since 2016 the Hoag First Responder program as its Chief Medical Officer. In this role, Dr. Lindberg works with the Hoag Executive Health Physician Faculty to develop quality standards for the program, develop the medical protocols and the delivery model for each of our specialized physical exams and screening programs, as well as overseeing the *Hoag Executive Health Certification Program* that prepares qualifying physicians to deliver physicals.

HEH Physician Faculty

There will be 6 Hoag Executive Health physicians who will administer the clinical portion of the Annual Clinical & Fitness Exam Program (additional physicians may be added later as needed to meet demand). Only Hoag Executive Health Certified Physicians will conduct the annual exams being delivered at our medical facility in Newport Beach, CA. Below is a list of the physicians who will be administering the program:

James Lindberg, M.D. – Board Certified Internal Medicine
 Steven Nemirov M.D. – Board Certified Family Medicine
 Kory Tuominen M.D. – Board Certified Family Medicine
 Glen Barbee – Board Certified Family Medicine
 Pam Tabrizi, MD – Board Certified Family Medicine
 Meenakshi Verma, MD – Board Certified Internal Medicine

Program Cardiologist – Dr. Stephen A. Abrahamson

Dr. Abrahamson, a Board-Certified Cardiologist, will oversee the cardiovascular components of the Annual Clinical & Fitness Exam program. Dr. Cohen is a Fellow of the American College of Cardiology and was the Chief of Medical Staff at Irvine Regional Hospital and Medical Center from 2005-2007. Dr. Abrahamson is at the forefront of his specialty and widely regarded as one of the top cardiologists in Southern California. In this role, Dr. Abrahamson will review all cardiovascular tests, assessments, and labs in conjunction with the attending Hoag Executive Health Physician who performs the annual exams.

Exercise Physiologists

The primary function of the Exercise Physiologist is to assist the physician in providing fitness and nutrition testing/assessments to participants of the Annual Clinical & Fitness Exam program. He or she will assess the participant's current fitness and performance levels through a series of tests. From these test results, the Exercise Physiologists then create an individualized exercise program for the participant. He or she will also assess the client's current diet and make nutritional recommendations accordingly.

Dan Sparks – Exercise Physiology / Strength Coach

Darien Pyka – Exercise Physiology / Strength Coach

Aubrie Jaime – Exercise Physiologist / Athletic Trainer

Shane Harris – Exercise Physiologist / Athletic Trainer

Wray Watkins – Exercise Physiologist / Health Coach / Strength Coach

Haley Lantiegne – Exercise Physiologist / Athletic Trainer

Sean Higgs – Exercise Physiologist / Athletic Trainer / Strength Coach

Nurses and Clinical Support Staff

Hoag Executive Health is lucky enough to employ a wide range of highly skilled clinical support staff. Our physicians each have their own nurse support staff that aids in capturing all forms of biometric and vital sign data. Additionally, our support staff aids in the coordination of care and follow-up, ensuring that any referrals or recommendations that are made by our physicians are followed through on and that patients have a point of contact for questions or assistance that might be needed with navigating ongoing or follow-up care.

Hoag Executive Health is confident that we can establish a world class program aimed at enhancing the health, fitness and performance of CMPD personnel through our comprehensive approach to health and overall wellness. Hoag Executive Health appreciates the Costa Mesa PD's consideration of the following proposal and we welcome the opportunity to work together.

The reputation of Hoag Corporate Health has been built on providing a level of service, experience and staff engagement unlike any other healthcare engagement – this is only possible if we hire, develop and retain the absolute best in every service line we deliver. From our exercise physiologists, strength coaches and athletic trainers, to our physicians and administrative staff, the level of care and attention that we will bring the CMPD Comprehensive Wellness program will be unparalleled. Lastly, similar to our physician engagement, we feel that our ability to provide the entire continuum of care for CMPD personnel is unmatched. Having a Wellness Director who can pick up the phone and speak to an Orthopedic Surgeon or schedule a diagnostic Echocardiogram at the Hoag Cardiovascular Institute or assist with establishing care with a primary care physician will be a tremendous value to the program, participants and department. We are confident that the culmination of all of these factors positions our team for success now and in the future as the Costa Mesa Police Department Wellness Program evolves.

References

Company Name: Hoag Executive Health
Program Name: Hoag First Responder Program

1. Name of Reference: Orange County Fire Authority

Address: 1 Fire Authority, Irvine CA 92602

Contact Name: Justin Dillon Phone Number: _____

Email: JustinDillon@ocfa.org

Dates of Business: 3/2017 - Present

2. Name of Reference: Anaheim Fire & Rescue

Address: 201 S. Anaheim Blvd., Anaheim CA 92805

Contact Name: Robert Stuart Phone Number: 714.772.1917

Email: rstuart@anaheim.net

Dates of Business: 8/2018 - Present

3. Name of Reference: Irvine Police Department

Address: 1 Civic Center Plaza, Irvine CA 92606

Contact Name: Jennifer Finch Phone Number: 949.724.7116

Email: jfinch@cityofirvine.org

Dates of Business: 6/2016 - Present

4. Name of Reference: Los Angeles City Fire Department - UFLAC

Address: 1571 Beverly Blvd., Los Angeles, CA 90026

Contact Name: Shawn Connolly Phone Number: 661.877.7939

Email: sconnolly@uflac.org

Dates of Business: 4/2024 - Present

5. Name of Reference: Huntington Beach Fire & Police

Address: 2000 Main Street, Huntington Beach, CA 92648

Contact Name: Jeffrey Lopez Phone Number: 714.374.5376

Email: jlopez@surfcity-hb.org

APPENDIX "C" FORMS

RFP25.16.C06485.



VENDOR APPLICATION FORM FOR RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: _Hoag Clinic DBA Hoag Executive Health

Contact Person for Agreement: Justin Davis

Title: VP Business Development E-Mail Address: Justin.Davis@Hoag.Org

Business Telephone: 949.566.8419 Business Fax: N/A

Corporate Mailing Address: 2975 Redhill Ave, Suite 250

City, State and Zip Code: Costa Mesa, CA 92626

Contact Person for Proposals: Justin Davis

Title: VP Business Development E-Mail Address: Justin.Davis@Hoag.Org

Business Telephone: 949.566.8419 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

RFP25.16.C06485.

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT** at any time after **February 12, 2025**.



Signature

Date: 3/4/2024

Justin Davis
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 12, 2025**, with a City Councilmember concerning informal **RFP No. 25-16 WELLNESS PROGRAM FOR THE POLICE DEPARTMENT**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X _____

If the answer is yes, explain the circumstances in the following space.

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): S-Corp

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 500 Superior Ave, Suite 200 Newport Beach CA 92663

Website Address: www.Hoag.Org

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org

Length of time the firm has been in business: 70+ Years

Length of time at current location: 8 Years

Is your firm a sole proprietorship doing business under a different name: ___Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: [REDACTED]

Regular Business Hours: 7:30AM - 5:00PM

Regular holidays and hours when business is closed: All federal & state holidays

Contact person in reference to this solicitation:

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org

Contact person for accounts payable:

Telephone Number: 949.791.3486

Facsimile Number: N/A

Email Address: HoagClinicAP@Hoag.Org

Name of Project Manager: Justin Davis

Telephone Number: 949.566.8419

Facsimile Number: N/A

Email Address: Justin.Davis@Hoag.Org



RFP25.16.C06485.



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		N/A		

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

A handwritten signature in black ink, appearing to be "J. Q. ...", written over a horizontal line.

Bidder/Applicant/Proposer

3/4/25

Date

EXHIBIT C
FEE SCHEDULE



Pricing Options Summary

Annual Clinical & Fitness Exam Service	Cost
Annual Clinical & Fitness Exam	\$1,150/Ea.

Optional Annual Services	Cost
Multi-Cancer Blood Test	\$800/Ea.
Multi-System Preventative Ultrasound Screening	\$500/Ea.

Wellness Program Services*	Cost
Wellness Director	\$85/Hr.
Physician Review & Oversight	\$35/Patient
Standard Biometric Panel	\$100/Ea.
Over 45/y/o Biometric Panel	\$115/Ea.
Testosterone <i>Optional Individual Paid</i>	\$115/Ea.
Annual Wellness Assessment – Sworn Personnel	\$350/Ea.
Annual Wellness Assessment – Civilian Personnel	\$200/Ea.

**Current CMPD Employee Wellness Program pricing structure for services*