

## **SECOND AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

This Second Amendment to the Agreement to Use Local Government Contract for Employee Medical Services (“Second Amendment”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and ARC Health & Wellness Centers, LLC, a Nevada limited liability company (“Provider”).

### **RECITALS**

WHEREAS, on December 6, 2020, the City and Provider entered into the Agreement to Use Local Government Contract for Employee Medical Services (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant NRS 332.195, the Original Agreement adopted the terms of that certain Agreement for Employee Medical Services entered into between County of Washoe and Provider, which was attached to the Original Agreement as an exhibit;

WHEREAS, on May 9, 2022, the City and Provider entered into the First Amendment to Agreement to Use Local Government Contract for Employee Medical Services (“First Amendment”), a copy of which is attached hereto as Exhibit B; collectively, this Second Amendment, the First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the Provider and Washoe County (“County”) amended their Professional Services Agreement for Employee Medical Services to extend the term end-date to June 30, 2023 to align with the County’s fiscal year and to increase the Provider’s rate (“Washoe County Amendment”), a copy of which is attached hereto as Exhibit C;

WHEREAS, on June 14, 2022, the City received and approved Provider’s request to increase rates effective July 1, 2022 (“Price Increase”) (a copy of the Price Increase is attached hereto as “Exhibit D”);

WHEREAS, the City wishes to amend the term of the Original Agreement from an end-date of December 5, 2023 to an end date of June 30, 2024 to align with the City’s fiscal year;

WHEREAS, the City wishes to amend the payment terms of the Original Agreement from an amount not to exceed Three Hundred Six Thousand, Nine Hundred Twenty Dollars and 00/100 (\$306,920.00) per fiscal year to an amount not to exceed Four Hundred Six Thousand, Three Hundred Fourteen Dollars and 00/100 (\$406,314.00) per fiscal year;

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

## AGREEMENT

1. Section 2 of the Original Agreement is amended as follows:

“The term of this Agreement shall commence on December 6, 2020 and will continue in effect until June 30, 2024 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the services according to the prices and fees described in Exhibit B to the Original Agreement and Exhibit D to this Second Amendment in an amount not to exceed Four Hundred Six Thousand, Three Hundred Fourteen Dollars and 00/100 (\$406,314.00) per fiscal year. The prices in the Original Contract and the Second Amendment shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.”


2. The Original Agreement is hereby amended to include Exhibit C and Exhibit D to this Second Amendment.
- 3.
4. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

ARC Health & Wellness Centers, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Ryann Juden, City Manager

By:  \_\_\_\_\_  
Name: Paul Granstrom  
Title: President

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

## **AGREEMENT TO USE LOCAL GOVERNMENT AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

This Agreement to Use Local Government Contract for Employee Medical Services (“Agreement”) is made and entered into as of December 6, 2020 (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and ARC Health & Wellness Centers, LLC, Nevada limited liability company (“Vendor”).

### **RECITALS**

WHEREAS, the City desires to obtain services from Vendor under the terms and conditions set forth in that certain Agreement for Employee Medical Services entered into between County of Washoe and Vendor effective July 1, 2019, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”). The Original Contract is attached as Exhibit A;

WHEREAS, NRS 332.195(1)(a) permits the City to enter into a contract pursuant to a solicitation by another governmental entity located within or outside this State with the authorization of the contracting Provider;

WHEREAS, Vendor can provide the services that the City seeks at the rates set forth under the Original Contract;

WHEREAS, the City desires to purchase the services expressly provided in the Pricing Proposal attached as “Exhibit B”; and,

WHEREAS, the City and the Vendor intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

### **SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Vendor agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Vendor hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.



1.3. Wherever the term County of Washoe appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

## **SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on December 6, 2020 and will continue in effect until December 5, 2023 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the services according to the prices and fees described in Exhibit, the Original Contract, in an amount not to exceed Two Hundred Eighty-One Thousand, Nine Hundred Twenty Dollar and 00/100 (\$281,920.00) per fiscal year. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice provided by the Vendor to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice to:

City of North Las Vegas Finance Department  
Attention: Accounts Payable  
2250 Las Vegas Blvd. North, Suite 700  
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Joy Yoshida 2250 Las Vegas Blvd., North, Suite 710 North Las Vegas, NV 89030 Phone: 702-633-1745
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To Vendor:                   ARC Health & Wellness Centers, LLC  
                                  Attention: Paul Granstrom, President  
                                  2205 Glendale Avenue  
                                  Sparks, NV 89431  
                                  Phone: 775-846-3413

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Vendor agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,500,000 policy limits per occurrence.

2.6. The Vendor shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Vendor, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## 2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## 2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Vendor without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Vendor shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

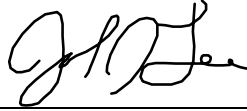
2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Vendor under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Vendor, the Vendor agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

By:   
John J. Lee, Mayor

ARC Health & Wellness Centers, LLC,  
a Nevada limited liability company

By:   
Title: President  
Name: Paul Granstrom

Attest:

  
By: Catherine A. Raynor, MMC, City Clerk

Approved as to Form:


  
By: Micaela Rustia Moore, City Attorney

EXHIBIT A

County of Washoe Contract

Please see attached page(s).

## **AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

**THIS AGREEMENT** is made between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR).

### **WITNESSETH**

WHEREAS, the COUNTY requires medical services for certain Washoe County and Washoe County Sheriff's Office (WCSO) employees; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as set forth in this written agreement and attachments; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

#### **1. MEDICAL SERVICES**

CONTRACTOR agrees to provide the following medical services:

- 1.1 Pre-employment medical examinations for prospective sworn employees and designated civilian employees based upon specific job requirements pursuant to NAC 289.110.1(e).
- 1.2 Annual physical examinations for existing sworn employees in compliance with NRS 617.455, NRS 617.457, and NAC Chapter 617.
- 1.3 Administration of Hepatitis A and B vaccinations for designated employees pursuant to NRS 617.485.3(b).
- 1.4 Required medical services as identified in Attachment "A".

#### **2. DURATION OF AGREEMENT**

COUNTY agrees to retain and engage CONTRACTOR to perform said services for the period July 1, 2019 through June 30, 2022 unless terminated earlier pursuant to the provisions of Section 9, with (2) two additional one (1) year renewal options, at the discretion of the COUNTY.

#### **3. COMPENSATION AND TIME OF PAYMENT**

- 3.1 CONTRACTOR shall submit monthly invoices within five (5) business days of the end of each month for actual services rendered. Each invoice shall have detailed documentation to include the invoice number, patient's full name, service(s) provided, date(s) of service, approved fee amount for each service, and total balance due. Invoices shall be submitted to the following address unless other billing arrangements are approved by the COUNTY:

Washoe County Comptroller  
Accounts Payable  
1001 E. Ninth Street, Room D-200  
Reno, Nevada 89512

- 3.2 CONTRACTOR shall provide all required completed patient forms, reports, and test results to Washoe County Sheriff's Office (WCSO) prior to submission of applicable invoices.
- 3.3 COUNTY agrees to pay CONTRACTOR in accordance with the Attachment "C" Fee Schedule and Attachment "D". These fees will remain firm for the duration of the initial three (3) year contract period. A new Fee Schedule must be presented in writing to the Washoe County Purchasing and Contracts Manager at least forty-five (45) days prior to the expiration of the three (3) year contract period, for the renewal period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the COUNTY.
- 3.4 Payment shall be rendered within thirty (30) days of invoice receipt by COUNTY to CONTRACTOR for each invoice submitted, unless COUNTY in good faith disputes the invoice in writing within ten (10) days of receiving invoice. Payment by COUNTY of invoices or request for payments shall not constitute acceptance by COUNTY of work performed by CONTRACTOR. If COUNTY disputes invoice, CONTRACTOR shall provide all additional material necessary to substantiate the amount claimed for payment.

#### **4. HOURS OF OPERATION AND SCHEDULING**

CONTRACTOR shall maintain normal business hours of operation (Monday – Friday 8:00 a.m. – 5:00 p.m.) for scheduling of County employees.

#### **5. CONTRACTOR RESPONSIBILITIES**

- 5.1 The CONTRACTOR has provided the WCSO in writing the primary and alternate contact point to be used during the transition period as well as after contract implementation. This point of contact will be responsible for keeping the WCSO informed of transition progress and be able to respond to WCSO inquiries within two (2) business days. The primary and alternate point of contact shall not be changed without written notification to WCSO.

Primary Contact:  
Paul Granstrom  
Title: President  
Business Cell #: 775-846-3413  
Email: [Paul@archealthandwellness.com](mailto:Paul@archealthandwellness.com)

Secondary Contact:  
Wes Granstrom  
Title: Chief Executive Officer  
Business Cell #: 775-315-5150  
Email: [Wes@archealthandwellness.com](mailto:Wes@archealthandwellness.com)

- 5.2 The CONTRACTOR has provided a medical examiner (Primary Physician) for contact purposes with the Washoe County Human Resources Department and the WCSO. The medical examiner (Primary Physician) shall not be changed without written notification to WCSO



Medical examiner (Primary Physician):  
Mark J. Gaetke, MD  
Title: Medical Director – ARC Health & Wellness  
Email: gaetke@archealthandwellness.com  
Phone: 775-331-3361

- 5.3 The CONTRACTOR shall be responsible for providing all labor, materials, equipment, supplies, furniture, and office area(s) required to perform the required medical services.
- 5.4 The CONTRACTOR shall be responsible for notifying the WCSO the location(s) where the various medical services will be provided.
- 5.5 The CONTRACTOR shall provide a private waiting area for WCSO employees receiving medical services under this Agreement.
- 5.6 The CONTRACTOR shall ensure WCSO employees are seen within fifteen (15) minutes of their scheduled appointment and have medical services completed within two (2) hours of their scheduled appointment.
- 5.7 The CONTRACTOR shall complete all required medical services for annual physicals in no more than two (2) appointments. TB reads do not count as an appointment
- 5.8 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis.
- 5.9 The CONTRACTOR may be required to provide statistical information regarding medical services provided under this Agreement. This will be a matter for future negotiations between the COUNTY and the CONTRACTOR including any fees, if applicable.

## **6. WCSO RESPONSIBILITIES**

- 6.1 At contract award, WCSO shall designate in writing a primary and alternate point of contact for all matters relative to this contract. WCSO shall provide a written notice to the CONTRACTOR should there be a subsequent change.
- 6.2 WCSO shall notify designated employees who require pre-employment or annual examinations, or other medical services and advise them to contact the CONTRACTOR.
- 6.3 WCSO shall provide all patient forms and reports necessary to perform all required medical services. These will be included in a County Medical Forms and Reports Manual that will be provided to the CONTRACTOR prior to the implementation of this Agreement. The COUNTY shall provide the CONTRACTOR updates to these forms and reports as necessary.

## **7. MEDICAL GUIDELINES**

- 7.1 In completing required medical services, the CONTRACTOR shall utilize a MED-TOX binder titled, "Medical Screening Manual for Law Enforcement Officers", which will be provided by WCSO.



7.1.1 CONTRACTOR shall not sell, rent, lease, loan, give, share, copy or otherwise provide in any way, the MED-TOX binder or the contents thereof to other individuals, public agencies or private businesses without the written consent of COUNTY and MED-TOX Health Services. If the CONTRACTOR has facilities or offices outside Washoe County, this prohibition shall apply to those facilities as well. Upon request by the COUNTY for return of the MED-TOX binder, CONTRACTOR agrees to return same within twenty-four (24) hours.

7.1.2 CONTRACTOR acknowledges and agrees that COUNTY will suffer irreparable harm if CONTRACTOR breaches the provisions of this section. CONTRACTOR fully understands and acknowledges that monetary damages alone will be inadequate to compensate COUNTY for such breach. Accordingly, CONTRACTOR agrees that this Agreement may be enforced by specific performance or other injunctive relief, in addition to any other remedies provided by this Agreement or otherwise available at law or equity.

## **8. ADA AND GINA REQUIREMENTS**

8.1 All medical examinations and determinations must be administered and evaluated in compliance with the American's with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 and the Genetic Information Nondiscrimination Act of 2008 (GINA).

## **9. CANCELLATION OF AGREEMENT**

9.1 Either the COUNTY or the CONTRACTOR may cancel this Agreement without cause, penalty, charge, or sanction on ninety (90) days written notice to the other party of their intent to terminate the Agreement.

9.2 COUNTY reserves the right to terminate this Agreement at any time the CONTRACTOR fails to carry out the required services (i.e., breach of contract). However, COUNTY shall agree to give the CONTRACTOR prior notice of any deficiencies in performance, and shall state reasons for the deficiencies if known to COUNTY. If within thirty (30) days after receipt of such notice of deficiencies, the CONTRACTOR fails to cure the conditions stated to be deficient, COUNTY may terminate this Agreement. The following circumstances (including but not limited to) would result in a deficiency notification:

9.2.1 On evidence that CONTRACTOR fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement.

9.2.2 On evidence, in the opinion of the COUNTY, of failure of CONTRACTOR to perform the work suitably (e.g. acceptable to the COUNTY) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable.

9.2.3 On evidence that the CONTRACTOR fails to perform, keep, or observe any and all of the terms contained in this Agreement.

9.3 COUNTY shall further reserve the right to cancel this Agreement for cause, and without prior notice and without penalty, charge, or sanction to the COUNTY under the following circumstances:

- 9.3.1 On evidence that CONTRACTOR fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed.
- 9.3.2 On evidence that CONTRACTOR discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so.
- 9.3.3 On evidence that CONTRACTOR shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the CONTRACTOR, or on evidence of any other indication that the financial or legal situation of the CONTRACTOR shall preclude the ability of the CONTRACTOR to continue to operate successfully.
- 9.3.4 Upon notification of delinquency or cancellation of any required insurance coverage held by CONTRACTOR.
- 9.3.5 On evidence that CONTRACTOR allows any final judgment to stand against him unsatisfied for a period of five (5) days.
- 9.3.6 On evidence that CONTRACTOR has come under criminal indictment. If an individual attorney(s) of the CONTRACTOR comes under criminal indictment, they shall be precluded from performing under this Agreement.

## **10. FUNDING OUT CLAUSE**

Notwithstanding any provision of this Agreement to the contrary, each payment obligation of the COUNTY created by this Agreement is conditioned upon the availability of funds that are appropriated or budgeted for the purposes of the Agreement. In the event that the COUNTY has failed to appropriate or budget funds for the purposes specified in the Agreement, or that COUNTY has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, the COUNTY shall provide reasonable notice of such occurrence, and the Agreement shall be terminated without penalty, charge, or sanction.

## **11. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

CONTRACTOR shall adhere to the insurance and indemnification requirements as specified in Attachment "B".

## **12. STATUS OF CONTRACTOR**

The CONTRACTOR shall have the status of an "INDEPENDENT CONTRACTOR," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the COUNTY. COUNTY and CONTRACTOR agrees to the following terms consistent with INDEPENDENT CONTRACTOR status:

- 12.1 CONTRACTOR has the right to perform services for others during the term of this Agreement
- 12.2 CONTRACTOR shall not be assigned a daily work location on COUNTY premises. However, COUNTY may occasionally provide an on-site area for Contractor to provide vaccinations/immunizations or for collection services. COUNTY may also occasionally

provide an area for the CONTRACTOR'S mobile unit to perform physical examinations for new hires, annual, and periodic examinations.

12.3 CONTRACTOR shall perform the services required by this Agreement and CONTRACTOR agrees to the faithful performance and delivery of described services in accordance with required time frames; COUNTY shall not hire, supervise, or pay any assistants to help CONTRACTOR.

12.4 The COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.

Further, CONTRACTOR hereby certifies:

12.5 That CONTRACTOR is not an employee of the County, and thereby CONTRACTOR waives any and all claims to benefits otherwise provided to employees of the COUNTY, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

12.6 That CONTRACTOR is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.

12.7 CONTRACTOR shall be required to provide the COUNTY with their federal tax I.D. number or social security number in order to receive payment against this Agreement. CONTRACTOR understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY will file an IRS Form 1099 for all payments received.

### **13. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS**

CONTRACTOR shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or sub-contractors to work in the United States.

### **14. TRANSFER OF OWNERSHIP, CHANGE OF NAME, OR CHANGE OF PRINCIPALS**

CONTRACTOR agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way between the CONTRACTOR and COUNTY, they shall notify the Washoe County Purchasing and Contracts Manager of their intent to make said change.

### **15. SUB-CONTRACTS**

The COUNTY must approve, in advance, all sub-contracts entered into by the CONTRACTOR for the purpose of completing the provisions of this Agreement.

### **16. SEVERABILITY**

It is expressly understood and agreed by the CONTRACTOR and COUNTY that in the event any term, covenant or condition in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either the CONTRACTOR or COUNTY in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

## **17. NONDISCRIMINATION**

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the CONTRACTOR shall constitute a material breach of contract. Further, CONTRACTOR agrees to insert this nondiscrimination provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

## **18. AUDITING**

18.1 The CONTRACTOR shall maintain medical examination records in accordance with the State of Nevada and in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Upon contract award, the CONTRACTOR shall retain WCSO employee medical records for a minimum of three (3) years. If the CONTRACTOR is replaced for any reason, the CONTRACTOR shall transfer three (3) years of WCSO employee medical records to the COUNTY at no cost to the COUNTY.

18.1.1 The COUNTY reserves the right to subject all medical examinations to audit or review by COUNTY or external auditors to ensure appropriate procedures and practices have been followed. In the case of an audit, the CONTRACTOR must provide the information requested within fourteen (14) business days to the auditor. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

18.2 The CONTRACTOR shall maintain a complete set of financial records relating to this Agreement in accordance with generally accepted accounting practices.

18.2.1 CONTRACTOR shall permit COUNTY to inspect and audit all work materials, payrolls, books, accounts, and other financial data and records relating to its performance of this Agreement until the expiration of three (3) years after the final payment is made. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

## **19. INTEGRATION**

This Agreement including any attachments incorporates the terms and conditions of the original Request for Proposal #3086-19 and the CONTRACTOR'S proposal response as accepted by COUNTY, and it represents the entire understanding of the parties. It may not be altered in any way without the express written consent of both parties.

## **20. GOVERNING LAW**

The laws of the State of Nevada shall govern this Agreement executed between the CONTRACTOR and the COUNTY. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.



## 21. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given when mailed postage prepaid, addressed to the designated representative of the respective parties at their address shown or at such other address as either party hereafter may designate in writing from time to time to the other party.

Except as otherwise specified, all notices under this Agreement shall be in writing. Notices to CONTRACTOR shall be addressed to:

ARC Health and Wellness Centers  
Attn: Paul Granstrom  
2205 Glendale Ave.  
Sparks, NV 89431

Notices to COUNTY shall be addressed to:  
Washoe County Comptroller  
Attn: Mark Stewart  
1001 E. Ninth Street, Room D-200  
Reno, NV 89512

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: 

Mark Stewart

Purchasing & Contracts Manager

Date: 7/12/2019

Contractor:

By 

Date 7/9/19

## **ATTACHMENT "A"**

### **REQUIRED MEDICAL SERVICES**

#### **A1 PRE-EMPLOYMENT MEDICAL EXAMINATIONS**

Pre-employment medical examinations are required by NAC 289.110.1(e). In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines, essential functions, and job analysis information.

1.1 The WCSO Assistant Sheriff or designee shall authorize all referrals to specialists or recommendations for additional testing or treatment determined by the examination in advance. The CONTRACTOR will indicate in writing the risk factor for heart disease (being over 40 or having two or more risk factors) and if the prospective employee will be referred for a treadmill (if the treadmill is not part of the employee's exams).

1.2 The content of the pre-employment examination for sworn employees (civilian employees only require selected tests due to specific job requirements) is as follows:

- 1.2.1 Doctor exam, review of medical history and reports
- 1.2.2 TB Skin Test or QuantiFERON-Gold TB Test
- 1.2.3 Spirometry – Pulmonary Function Test
- 1.2.4 Urine drug screen
- 1.2.5 Chem Panel + Lipid Panel + CBC+UA
- 1.2.6 Audiogram with interpretation (including annual reporting)
- 1.2.7 Resting EKG
- 1.2.8 Stress Treadmill for those over age 40, or under age 40 with two or more risk factors for heart disease
- 1.2.9 Vision screening (Bailey-Lovie Wall Chart)
- 1.2.10 Color vision screening: (Plate Test followed by Farnsworth D-15 if necessary)
- 1.2.11 Chest X-ray interpreted by Radiologist
- 1.2.12 Heart-lung medical review letter - if needed
- 1.2.13 Immunization review (Per Center for Disease Control Guidelines Hepatitis Panel A, B, C )
- 1.2.14 Blood pressure monitoring
- 1.2.15 Body Mass Index
- 1.2.16 Percent body fat by electrical impedance test or other approved medical procedure

#### **A2 REPORT OF EXAMINATION RESULTS**

For all pre-employment examinations, the physician should translate pertinent medical findings into functional placement data that can be transmitted to the Appointing Authority (hiring department). Functional assessments generally should not contain specific details of medical diagnosis but be in sufficient detail to assist the Appointing Authority in assessing the individual's capability of fulfilling employment requirements. However, it is recognized that exceptions will need to be made since it is often difficult to consider particular accommodations without knowledge of the specifics of the condition and its impact on performance, work hours, and other factors. The Health Status Report has been designed to facilitate this process. Each examined person will be assigned to a status category (1, 2, 3, or 4) on the Health Status Report. Status categories are defined as follows:

- **Status Category 1**

This designation indicates that no medical condition has been identified that conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held.

- **Status Category 2**

This designation means that the prospective employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician on the Health Status Report may indicate restrictions. The physician must also reference the medical guideline(s) they reviewed in reaching the recommendation. The Appointing Authority should review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the jurisdiction's ability to provide service. The Department of Human Resources and the Primary Physician may need to consult with the Appointing Authority to assess issues of reasonable accommodation.

- **Status Category 3**

This designation indicates that the physician is not willing to make a placement decision without further evaluation, tests, and consultation with the Appointing Authority.

- **Status Category 4**

This designation is for the physician to write in other comments directed to the Appointing Authority regarding the individual's medical status. An example might be that the individual's condition is so severe that the physician cannot recommend placement of the individual into the job.

### **A3 DRUG SCREENING:**

Drug screening is used only during pre-employment medical examinations. The successful proposer is responsible for maintaining the integrity of the specimen collection and transfer process for alcohol and drug screening and the privacy of the prospective employee, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

### **A4 TESTING EQUIPMENT AND CONDITIONS**

- 4.1 Spirometry - will be performed on equipment that meets or exceeds the current standards for National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), American Thoracic Society (ATS), and American College of Chest Physicians (ACCP) Standards for Pulmonary Function Equipment. A technician who must have current certification of completion of an approved NIOSH course on Spirometry will perform tests.
- 4.2 Audiology - testing must be performed using a soundproof booth that meets the current requirements as set forth by OSHA. Testing to be conducted by a technician with a current certification for audio logic testing from the Council for Accreditation in Occupational Hearing Conservation (CAOHC). Regular calibration is mandatory and records must be permanently maintained.
- 4.3 Stress Treadmill – A Physician needs to be present.
- 4.4 Far Visual Acuity Screening - is particularly important for the unique job demands of public safety occupations. Vision screening must be performed using a wall chart recommended by the National Academy of Sciences - National Research Council Committee (NAS-NRC) on



Vision Working Group 39. The Bailey-Lovie Wall chart is one of two acceptable wall charts meeting NAS-NRC specifications. Bailey-Lovie wall charts are available from the University of Berkeley, (510) 642-0229 or online at [http://optometry.berkeley.edu/opt\\_txtpp/student\\_life/ucosa/merchandise/professional\\_materials.html](http://optometry.berkeley.edu/opt_txtpp/student_life/ucosa/merchandise/professional_materials.html). Titmus and Ortho-Rater devices do not meet the NAC-NRC specifications and must not be used for vision screening for law enforcement.

- 4.5 Color Vision - is critical for certain COUNTY occupations. Color vision screening must be performed with a clinical test recommended by the National Academy of Science - National Research Council Committee on Vision Working Group 41. Initial testing must be with an approved Pseudoisochromatic Plate Test. Tests that meet these criteria are the Dvorine Pseudo-Isochromatic Plate Test and the Ishihara Plate Test for Color Blindness. Persons failing the initial screening test will be tested using the Farnsworth Dichotomous Test for Color Blindness (Panel D-15). The Farnsworth D-15 is available from Richmond Products (505) 275-2406 or online at [http://www.richmondproducts.com/shop/index.php?route=product/category&path=317\\_321](http://www.richmondproducts.com/shop/index.php?route=product/category&path=317_321). Titmus and other automated tests for color vision are unacceptable, as they do not meet NAS-NRC specifications for use as screening devices.

- 4.5.1 Color vision and visual acuity tests must be performed under the standards of illumination as recommended by the manufacturers of the tests.

#### **A5 FORMS/REPORTS:**

Prospective and existing employees will be given a physical examination utilizing examination forms specified by the COUNTY. All required forms and reports will be provided by the COUNTY in a Medical Forms and Reports Manual at the Pre-Proposal Conference. This manual will include a Medical History Form (OD-1), a Lung Examination Form (OD-2), an Extensive Heart and Limited Heart Combination Form (OD-3/OD-4), a Hearing Examination Form (OD-5), a MED-TOX Clinical Examination Form, a Public Safety Officer Examination Recap Form, an Annual TB Skin Test Result Report, an Annual Heart-Lung/Corrective Action Response Form, a Patient Information Form, a Health Status Report, an OSHA Respiratory Questionnaire and Clearance Letter, etc.

- 5.1 Documentation of physical examination findings can be important in future workers' compensation proceedings and in evaluating whether any subsequent abnormal findings are related to a preexisting condition. The COUNTY will rely on the CONTRACTOR to clearly document abnormal physical examination findings discovered during the pre-employment medical examination.
- 5.2 Documentation of the medical decision making process is critical. The CONTRACTOR must maintain clear, accurate and retrievable written records regarding the evaluative steps, which were taken in problem cases after the initial medical evaluation was performed. For persons with complex problems, the examining physician should document the basis or rationale for subsequent placement recommendations and decisions.
- 5.3 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination, and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis. In emergency situations, a telephone call shall be made within twenty-four (24) hours of the examination. Pursuant to NRS 617.457.10, the examining physician will report in writing any predisposing conditions that may affect employee's benefits or position.

#### **A6 MEDICAL CONSULTATION:**

The Primary Physician shall provide medical consultation for the purposes of special medical interpretation of reports and "return to work" slips provided to the COUNTY by other medical



practitioners. It is sometimes necessary that this be accomplished through telephone consultation or facsimile. The Primary Physician shall also be required to perform specialized medical evaluations of those employees whose physical abilities to perform certain job functions may be questionable (fitness for duty examinations, back to work examinations). Such evaluations will be in accordance with the medical guidelines established for the classification. Consultations that may also be requested by the COUNTY include case reviews, case intervention with patient's treating physician or coordination with other consultants performing services for the COUNTY. The Primary Physician shall assist the COUNTY in identifying job modifications or work restrictions for COUNTY employees when necessary.

- 6.1 The COUNTY may require the Primary Physician to provide information to or testify before screening panels or commissions or other administrative bodies regarding specific cases such as medical appeals, reasonable accommodation, and other occupational medical issues.
- 6.2 The COUNTY requires the Primary Physician to refer any employee who does not pass the Heart/Lung portion(s) of the exam to the COUNTY's Risk Management Division within twenty-four (24) hours.

#### **A7 PHYSICAL EXAMINATION REQUIREMENTS FOR EXISTING EMPLOYEES**

Annual physical examinations shall be conducted in accordance with the provisions of NRS 617.455 and NRS 617.457 and NAC Chapter 617.

It is preferred that an Occupational Physician perform the Heart/Lung exams also in accordance with NRS 617.455 and NRS 617.457. Occupational and contagious diseases applying to law enforcement are outlined in NRS 617.450, NRS 617.481, NRS 617.485, and NRS 617.487

- 7.1 The following describes the services required for each physical examination panel.

- 7.1.1 Panel I - Employees under the age of forty (40) with less than five (5) years' service, required annually:

- 7.1.1.1 Physical examination and vital signs
- 7.1.1.2 Spirometry - Pulmonary Function Test
- 7.1.1.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.1.4 Urinalysis
- 7.1.1.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.1.6 Audiogram with interpretation (including annual reporting)
- 7.1.1.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
- 7.1.1.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.1.9 Heart-lung medical review letter – if needed
- 7.1.1.10 Blood pressure monitoring
- 7.1.1.11 Body Mass Index
- 7.1.1.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.1.13 Hepatitis C (screen antibody)

- 7.1.2 Panel II - Employees with more than five (5) years of service, required annually until age forty (40):

- 7.1.2.1 Physical examination and vital signs
- 7.1.2.2 Spirometry – Pulmonary Function Test
- 7.1.2.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.2.4 Urinalysis

- 7.1.2.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
  - 7.1.2.6 Audiogram with interpretation (including annual reporting)
  - 7.1.2.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
  - 7.1.2.8 Vision screening (Bailey-Lovie Wall Chart)
  - 7.1.2.9 Heart-lung medical review letter – if needed
  - 7.1.2.10 Blood pressure monitoring
  - 7.1.2.11 Body Mass Index
  - 7.1.2.12 Percent body fat by electrical impedance test or other approved medical procedure
  - 7.1.2.13 Hepatitis C (screen antibody)
  - 7.1.2.14 **Resting EKG unless contradiction may require a Stress Treadmill**
- 7.1.3 Panel III – Employees over the age of forty (40) with more than five (5) years of service require a basic physical with a **Chest X-ray and a Stress Treadmill EKG every year.**
- 7.1.3.1 Physical examination and vital signs
  - 7.1.3.2 Spirometry – Pulmonary Function Test
  - 7.1.3.3 TB Skin Test or Quantiferon-Gold TB Test
  - 7.1.3.4 Urinalysis
  - 7.1.3.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
  - 7.1.3.6 Audiogram with interpretation (including annual reporting)
  - 7.1.3.7 Two (2) View Chest X-ray interpreted by a Radiologist – required every year
  - 7.1.3.8 Vision screening (Bailey-Lovie Wall Chart)
  - 7.1.3.9 Heart-lung medical review letter – if needed
  - 7.1.3.10 Blood pressure monitoring
  - 7.1.3.11 Body Mass Index
  - 7.1.3.12 Percent body fat by electrical impedance test or other approved medical procedure
  - 7.1.3.13 Hepatitis C (screen antibody)
  - 7.1.3.14 **Stress Treadmill EKG (read by Physician)**
- 7.2 As discussed in NRS 617.485.3(b), the CONTRACTOR shall administer Hepatitis A and B vaccinations to all designated employees.

## **ATTACHMENT "B"**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR MEDICAL PHYSICALS**

#### **INDEMNIFICATION AGREEMENT**

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

#### **GENERAL REQUIREMENTS**

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability Insurance as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

#### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$5,000,000 per claim and as an annual aggregate.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as Respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.

**ATTACHMENT "C"**  
**FEE SCHEDULE**

<b>Type of Examination</b>	<b>Cost per Exam</b>
Pre-Employment Examination with Stress Treadmill	\$ 849.00
Pre-Employment Examination without Stress Treadmill	\$ 779.00
Panel One (1) Annual Examination with Two (2) View Chest X-ray	\$ 400.00
Panel One (1) Annual Examination without Two (2) View Chest X-ray	\$ 357.00
Panel Two (2) Annual Examination with Chest X-ray without EKG	\$ 360.00
Panel Two (2) Annual Examination with Chest X-ray with EKG	\$ 400.00
Panel Two (2) Annual Examination without Chest X-ray and EKG	\$ 317.00
Panel Two (2) Annual Examination without Chest X-ray and with EKG	\$ 357.00
Panel Three (3) Annual Examination with Chest X-ray and Treadmill	\$ 485.00
Retirement Testing	\$ 395.00
Clandestine Physical	\$ 270.00

<b>Misc. Services Separate from Pre-Employment/Annual Exams</b>	<b>Cost per Test, Screen, Shot, or Hour</b>
Audiogram with Interpretation	\$ 35.00
Urine/Drug	\$ 34.00
PSA	\$ 25.00
Hepatitis A Vaccine – Two (2) shot series – cost per shot	\$ 75.00
Hepatitis B Vaccine – Three (3) shot series – cost per shot	\$ 60.00
Hepatitis A/B Combination – cost per shot	\$ 105.00
Hepatitis Titer A, B, C Blood Tests:	\$ 70.00
Hepatitis A (screen antibody)	\$ 35.00
Hepatitis B (screen antigen)	\$ 25.00
Hepatitis B (screen antibody)	\$ 25.00
Hepatitis C (screen antibody)	\$ 30.00
Hepatitis Panel A, B, C (Hepatitis Profile Infection A,B,C and Immunity to A & B)	\$ 80.00
Travel time for on-site shot(s) - two (2) hours allowed per visit	\$50.00 per hour
Physical Exam and Vital Signs	\$ 100.00
Spirometry – Breathing Test	\$ 50.00
TB Skin Test	\$ 25.00
Quantiferon- Gold TB Test	\$ 80.00
Quantiferon – Blood Test	\$ 80.00
Blood Lead (Not Serum) Blood Test	\$ 150.00
Zinc Protoporphyrin (ZPP) Blood Test	\$ 60.00
Lab Tests (Chem Panel+UA+CBC+Lipid Panel)	\$ 50.00
Resting EKG	\$ 60.00
Stress Treadmill EKG (read by Physician)	\$ 185.00
Stress Treadmill EKG (read by Cardiologist)	\$ 307.00
Two (2) View Chest X-ray (Radiologist Review)	\$ 43.00
Department of Transportation Physical for CDL License (if separate from Annual Physical)	\$ 90.00
Medical Consultation - cost per hour	\$ 200.00
Testifying Fee (See Appendix A12.1) – cost per hour	\$ 200.00
OSHA Respirator Questionnaire & Clearance Letter	\$ 35.00

Basic Lifting Evaluation	\$	15.00
Physical Capacity Evaluation (conducted by PT)	\$	90.00
Prostate Specific Antigen (PSA Test)	\$	25.00
Psychological Evaluation (MMPI-2-RF	\$	295.00
Other (describe service)	See Attachment # 1	

Note: Fee Schedule service cost includes completion and return of all required medical forms and reports to the County.



# ATTACHMENT D – SUPPLEMENTARY COST

Additional Services if requested	Cos
<b>Confirmation Charges on HIV and Hepatitis (if Positive)</b>	<b>Cost</b>
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
<b>Respirator Clearance Exams</b>	<b>Cost</b>
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 40.00
Respirator Clearance Letter	\$ 10.00
<b>Department of Transportation/CDL Exams</b>	<b>Cost</b>
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
<b>Drug and Alcohol Testing</b>	<b>Cost</b>
DOT Urine Drug Screen	\$ 39.00
Non DOT Urine Drug Screen	\$ 34.00
DOT Breath Alcohol Test	\$ 25.00
Non DOT Breath Alcohol Test	\$ 25.00
Breath Alcohol Confirmation (if positive)	\$ 15.00
<b>Individual Test Pricing (Not part of Heart and Lung Physical)</b>	<b>Cost</b>
Audiometry with interpretation (air conduction or pure tone test)	\$ 35.00
Chest X-Ray (Single View)	\$ 60.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 70.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 50.00
Resting EKG	\$ 60.00
Stress EKG (Graded Exercise Test)	\$ 185.00
TB Skin Test	\$ 25.00
Nicotine Test (Cotinine Only) with Quant Levels	\$ 25.00
Per-Percent Body Fat (BMI Method)/Waist Circumference	\$ 15.00
Pulmonary Function Test	\$ 50.00
Normal Vision screening (Snellen, Far, Near)	\$ 25.00
Venipuncture	\$ 15.00
<b>Vo2 Max Testing conducted by ARC</b>	<b>Cost</b>
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Intrepretation (Saint Mary's Pulmonary)	\$ 50.00
<b>Ultrasound Screening conducted by ARC</b>	<b>Cost</b>
C.A.T. Ultrasound Bundle ( <i>Carotid, Aortic, Thyroid - Non Diagnostic</i> )	\$ 100.00
Abdominal - ( <i>Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic</i> )	\$ 100.00
Heart Ultrasound - ( <i>Non Diagnostic</i> )	\$ 100.00
<b>Audiology</b>	<b>Cost</b>
Full Comprehensive Audiology Exam and Report	\$ 200.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 150.00



## ATTACHMENT D – SUPPLEMENTARY COST

<b>Psychological Screening and Interpretation</b>	
Psychological Evaluation/Consultation/Interview - Pre-hire	\$ 295.00
Psychological Evaluation 1 (Jail/Corrections - Prehire Pysch MMPI-2)	\$ 225.00
Psychological Evaluation 2 (Police - Prehire Pysch MMPI-2)	\$ 295.00
Fitness for Duty – Non-occupational condition or potential workplace violence situation psychological interview, testing and evaluation	\$500.00 - \$750.00
Fitness for Duty – medical evaluation ( <b>situations like Officer Involved Shooting, Written Up or Put on Leave with or without Pay, Potential Psychological Condition possible harm to self or others.</b> )	\$500.00 - \$1,300.00
LAQ Test	\$ 50.00
Hourly Rate - ( <b>Can be fractionated to actual minutes</b> )	\$ 200.00

<b>Physical Assessment screening (Physical Therapy)</b>	<b>Cost</b>
Return to work examination	\$ 80.00
Functional Capacity Evaluation (per hour)	\$ 210.00
Musculoskeletal Evaluation	\$ 90.00
Physical Capacity Evaluation	\$ 90.00

<b>Cardiology</b>	<b>Cost</b>
Office visit- consultation	\$ 350.00
Office visit -New patient comprehensive	\$ 402.00
24 Hour Holter Monitor Tech and Professional	\$ 188.00
24 Hour Holter Monitor interpretation	\$ 60.00
ECG Monitor 24 hr w/Scan & Recording	\$ 50.00
Treadmill Stress Test	\$ 307.00
Thallium Single View w/supplies (aka - Cardiolite Stress)	\$ 1,687.00
Echocardiogram complete	\$ 549.00
Catheterize left heart	\$ 3,120.00
Left ventricular angiogram ( <b>Anesthesiologist will be extra</b> )	\$ 210.00
Telemetry (including CPT 93288 and 93229)	\$ 800.00
Catheterize Left Heart complete* ( <b>Anesthesiologist will be extra</b> )	\$ 3,120.00

<b>Pulmonary Referral</b>	<b>Cost</b>
New Patient Consult (reviewing ARC findings)	\$ 250.00
Established Patient Consult	\$ 175.00
Complete Pulmonary Function Test	\$ 250.00
Diffusion Study	\$ 125.00

<b>Diagnostic Imaging</b>	<b>Cost</b>
Firefighter CT (Chest and Abdomen)	\$ 756.00
2 View Chest X-Ray with B-Reader (Las Vegas only)	\$ 150.00
Mammography	\$ 300.00
PET Scan	\$ 2,675.00
CT Calcium Scoring	\$ 119.00
CT Chest with Contrast	\$ 456.00
CT Chest w/o Contrast	\$ 406.00
Coronary CTA	\$ 456.00
Echo w/Rest & CV Stress	\$ 474.00



## ATTACHMENT D – SUPPLEMENTARY COST

Specialist Billing Fee per Patient Encounter	Cost
To cover administrative, postage, processing and handling costs.	\$ 25.00

Mobile Medical Fee	
Charge for physical conducted on site (Monday - Friday 7 AM - 5 PM)	\$ 135.00
Afterhours / Holiday or Weekend Runs (per employee)	\$ 175.00

*In the event, ARC is asked to provide services that are outside the scope of normal business hours (Mon. - Fri. 7 AM to 5 PM), then ARC can charge an increased mobile fee per Officer Firefighter*

Additional Physician related services	Cost
Digital Rectal Exam / Hernia Check (Males)	\$ 15.00
Skin Cancer Screening	\$ 15.00
Expanded Physical Dictation (cost in addition to current Physical)	\$ 10.00
Expanded Physical (cost in addition to current Physical)	\$ 25.00
Ambulance Attendance Certification and Physical Bundle	\$ 115.00
Blood Pressure Check	\$ 15.00
Caliper	\$ 10.00
Hand's on Physical / Range of Motion	\$ 15.00
Sleep Study Screening - Non-Diagnostic (Take Home)	\$ 200.00

Medical Paperwork	Cost
Ambulance Attendance Certification (in conjunction with Physical)	\$ 15.00
Physical Screening Fact Sheet (in conjunction with Physical)	\$ 15.00
FBI Paperwork (in conjunction with Physical)	\$ 15.00
Calendestine Physical Paperwork (in conjunction with Physical)	\$ 15.00
POST Paperwork (inconjunction with Physical)	\$ 15.00
FEMA Nevada Task Force Paperwork (in conjunction with Physical)	\$ 15.00
14 Essential Tasks Paperwork (in conjunction with Physical)	\$ 15.00
Sleep Apnea Questionnaire (in conjunction with Physical)	\$ 15.00
Lateral Transfer (Dept. to Dept.) Physician Review and Clearance	\$ 50.00
ARC Physician Review and/or Dictation of other Physician's Exam / Testing	\$ 100.00

Additional Lab Testing	Cost
NMR Blood	\$ 95.00
HAZMAT Blood (As, Cd,Hg, Pb/Zpp)	\$ 150.00
Serum Lead & Zpp Testing	\$ 60.00
Rabies Test	\$ 40.00
Hemocult for Stool Occult Blood (Slide Instant)	\$ 10.00
Hemocult for Stool Occult Blood (Lab Analysis)	\$ 60.00
TSH	\$ 30.00
Cortisol Testing	\$ 24.00
NMP22 Bladder Check	\$ 30.00
CA-125	\$ 65.00
C-Reactive Protein, Cadiac	\$ 45.00
LP-Pla2	\$ 95.00
Anabolic Steroid Testing	\$ 150.00
Testosterone Screening	\$ 60.00

<b>Comprehensive Medical Panel - In Office</b>	<b>Cost</b>
FRC M Panel	\$ 505.89
FRC F Panel	\$ 476.94
NFPA FRC M Panel	\$ 423.24
NFPA FRC F Panel	\$ 394.19
DPS Pre Panel	\$ 580.00
DPS U40	\$ 400.00
DPS O40	\$ 482.00
V1	\$ 520.00
V2	\$ 200.00
V3	\$ 385.00
V4	\$ 470.00
TMC	\$ 485.00
TMP	\$ 614.00
NRS U40	\$ 365.00
NRS O40	\$ 450.00

<b>NFPA 1582</b>	<b>Cost</b>
SMART Paperwork	\$ 15.00
Sleep Disturbance Apnea Questionnaire	\$ 10.00
Mental Health Screening	\$ 20.00
Chap. 8 Muscular Strength, Endurance & Flexibility Evaluation	\$ 90.00

EXHIBIT B

Pricing List

Please see attached page(s).

November 2, 2020



**City of North Las Vegas**

Attn: Joy Yoshida

**ARC Health & Wellness**

From: Paul Granstrom

RE: Joinder Provision with ARC Health & Wellness

---

Joy,

Thank you for the call today and enclosed is an attachment for the Joinder Provision that details the locations that the City of North Las Vegas can use under this new contract.

**North Las Vegas Fire Headquarters**

**4040 Losee Rd.**

**North Las Vegas, NV 89030**

or

**ARC Health & Wellness**

**2500 W. Sahara Ave.**

**Suite # 100**

**Las Vegas, NV 89102**

We look forward to continuing to serve our friends at North Las Vegas.

Sincerely,

Paul Granstrom

President

ARC Health & Wellness

## Physical Costs - North Las Vegas - 20

Physical Costs - North Las Vegas - 20					NEW CONTRACT RATES		
Responsible Party Employer		Charge Code Description	019 Charge Cod	Units	2020 Cost Per Unit	2020 Projected Charges	
NORTH LAS VEGAS FIRE DEPARTMENT	HEART AND LUNG PREHIRE PHYSICAL	HEART AND LUNG PREHIRE PHYSICAL	PHY-PRE	14.0	\$125.00	\$8,736.00	
		ABO/RH TYPING	LAB-006049		\$15.00		
		AUDIOGRAM	AUDIO		\$25.00		
		CHEST X-RAY W/INTERPRETATION DUAL VIEW	XRAY2		\$43.00		
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00		
		FULL VISION SCREENING (TITMUS)	VISION-TIS		\$40.00		
		HEPATITIS ABC ANTIBODY SCREENING	LAB-303744		\$80.00		
		NON DOT DRUG SCREEN / PRE EMPLOYMENT	DRUG10		\$34.00		
		PER-CENT BODY FAT	BMI		\$7.00		
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00		
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00		
		RESPIRATOR CLEARANCE LETTER	RESPCLR		\$10.00		
		STRESS EKG	STRESS		\$125.00		
		TB SKIN TEST #1	TB-1		\$25.00		
		HEART AND LUNG U40 PHYSICAL	PHYSICAL EXAM (INCLUDES VITAL SIGNS)	PHY-HL	59.0	\$100.00	\$29,795.00
	AUDIOGRAM		AUDIO		\$25.00		
	CHEST X-RAY W/INTERPRETATION DUAL VIEW		XRAY2		\$43.00		
	CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)		LAB-318904		\$40.00		
	HEP C ANTIBODY SCREENING		HEPC		\$30.00		
	HIV BLOOD TEST (083935)		HIV		\$45.00		
	NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)		VISION		\$0.00		
	PER-CENT BODY FAT		BMI		\$7.00		
	PHYSICAL REPORT BY PHYSICIAN FORM COMPLE		RESULTS		\$15.00		
	PULMONARY FUNCTION TEST WITH INTERPRETATION		PFT		\$40.00		
	RESPIRATOR CLEARANCE LETTER		RESPCLR		\$10.00		
	STRESS EKG		STRESS		\$125.00		
	TB SKIN TEST #1		TB-1		\$25.00		
	HEART AND LUNG O40 PHYSICAL		PHYSICAL EXAM (INCLUDES VITAL SIGNS)	PHY-HL	107.0	\$100.00	\$56,710.00
			AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION DUAL VIEW	XRAY2		\$43.00		
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00		
		HEP C ANTIBODY SCREENING	HEPC		\$30.00		
		HIV BLOOD TEST (083935)	HIV		\$45.00		
		NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00		
		PER-CENT BODY FAT	BMI		\$7.00		
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00		
		PROSTATE SCREENING ANTIGEN	PSA		\$25.00		
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00		
		RESPIRATOR CLEARANCE LETTER	RESPCLR		\$10.00		
		STRESS EKG	STRESS		\$125.00		
		TB SKIN TEST #1	TB-1		\$25.00		
		ADDITIONAL SERVICES	FEMA NVTF-1 PAPERWORK FEE	FEMA	1.0	\$15.00	\$15.00
	HIV BLOOD TEST (083935)		HIV	2.0	\$45.00	\$90.00	
MISCELLANEOUS PAPERWORK	MISCPAP		14.0	\$15.00	\$210.00		
TB SKIN TEST WITH TERMINATION TESTING	TB-TERM		2.0	\$25.00	\$50.00		
						\$95,606.00	



## Physical Costs - North Las Vegas - 20

Physical Costs - North Las Vegas - 20					NEW CONTRACT RATES	
Responsible Party Employer		Charge Code Description	019 Charge Cod	Units	2020 Cost Per Unit	2020 Projected Charges
NORTH LAS VEGAS POLICE DEPARTMENT	HEART AND LUNG PREHIRE PHYSICAL	HEART AND LUNG PREHIRE PHYSICAL	PHY-PRE	51.0	\$125.00	\$31,314.00
		ABO/RH TYPING	LAB-006049		\$15.00	
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		FULL VISION SCREENING (TITMUS)	VISION-TIS		\$40.00	
		HEPATITIS ABC ANTIBODY SCREENING	LAB-303744		\$80.00	
		NON DOT DRUG SCREEN / PRE EMPLOYMENT	DRUG10		\$34.00	
		PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
		STRESS EKG	STRESS		\$125.00	
		TB SKIN TEST #1	TB-1		\$25.00	
	HEART AND LUNG U40 PHYSICAL	ANNUAL UNDER 40 HEART AND LUNG EXAM	PHY-U40	171.0	\$100.00	\$58,140.00
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		EKG W/INTERPRETATION	EKG		\$40.00	
		HEP C ANTIBODY SCREENING	HEPC		\$30.00	
		NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00	
		PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
	HEART AND LUNG O40 PHYSICAL	ANNUAL OVER 40 HEART AND LUNG EXAM	PHY-O40	197.0	\$100.00	\$83,725.00
		AUDIOGRAM	AUDIO		\$25.00	
		CHEST X-RAY W/INTERPRETATION SINGLE VIEW	XRAY1		\$43.00	
		CORONARY RISK II (CBC+CHEM. PANEL+HDL+LDL)	LAB-318904		\$40.00	
		HEP C ANTIBODY SCREENING	HEPC		\$30.00	
		NORMAL VISION SCREENING (SNELLEN, FAR, NEAR)	VISION		\$0.00	
		PER-CENT BODY FAT	BMI		\$7.00	
		PHYSICAL REPORT BY PHYSICIAN FORM COMPLE	RESULTS		\$15.00	
		PULMONARY FUNCTION TEST WITH INTERPRETATION	PFT		\$40.00	
		STRESS EKG	STRESS		\$125.00	
	ADDITIONAL SERVICES	HEP C CONFIRMATION TET (HCV RIBA)	HEPC-CONF	3.0	\$386.00	\$1,158.00
		HIV BLOOD TEST (083935)	HIV	2.0	\$45.00	\$90.00
		MISCELLANEOUS PAPERWORK	MISCPAP	4.0	\$15.00	\$60.00
		RESPIRATOR CLEARANCE LETTER	RESPCLR	22.0	\$10.00	\$220.00
		TB SKIN TEST #1	TB-1	368.0	\$25.00	\$9,200.00
		TB SKIN TEST WITH TERMINATION TESTING	TB-TERM	2.0	\$25.00	\$50.00
	NORTH LAS VEGAS POLICE DEPARTMENT - Total					
NORTH LAS VEGAS POLICE DEPARTMENT-SPECIALIST		ECHOCARDIOGRAM COMPLETE	93306-FONT	1.0	\$549.00	\$549.00
		OFFICE/OUTPATIENT VISIT NEW	99204	1.0	\$402.00	\$402.00
		SPECIALIST FEE	SPECFEE	1.0	\$25.00	\$25.00
		THALLIUM MULTIPLE VIEW W/SUPPLIES	78452-FONT	1.0	\$1,381.00	\$1,381.00
NORTH LAS VEGAS POLICE DEPARTMENT-SPECIALIST - Total						\$2,357.00
Overall - Total						\$281,920.00

EXHIBIT B

First Amendment

Please see the attached page(s).



## **FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

This First Amendment to Agreement to Use Local Government Contract for Employee Medical Services (“First Amendment”) is effective 05/09/2022 13:26:12 PDT (“Effective Date”) between the City of North Las Vegas, a Nevada municipal corporation (the “City”) and ARC Health & Wellness Centers, LLC, a Nevada limited liability company (“Provider”).

### **RECITALS**

WHEREAS, on December 6, 2020, the City and Provider entered into an agreement for employee medical services (“Original Agreement”), a copy of which is attached hereto as “Exhibit A” (49 pages); and

WHEREAS, the Parties wish to amend the payment terms of the Original Agreement, changing the not-to-exceed value of Two-Hundred Eighty-One Thousand, Nine Hundred Twenty Dollars and 00/100 (\$281,920.00) per fiscal year, to a not-to-exceed value of Three Hundred Six-Thousand, Nine Hundred Twenty Dollars and 00/100 (\$306,920.00) per fiscal year; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### **AGREEMENT**

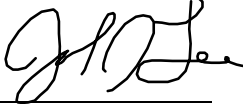
1. Section 2.1 of the Original Agreement shall be deleted and replaced with the following:

“The term of this Agreement shall commence on December 6, 2020 and will continue in effect until December 5, 2023 (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the services according to the prices and fees described in Exhibit, the Original Contract, in an amount not to exceed Three Hundred Six-Thousand, Nine Hundred Twenty Dollars and 00/100 (\$306,920.00) per fiscal year. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.”


2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the Services Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.


City of North Las Vegas,  
a Nevada municipal corporation

By:   
John Lee, Mayor

ARC Health & Wellness Centers, LLC,  
a Nevada limited liability company

By:   
Name: Paul Granstrom  
Title: President

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to Form:

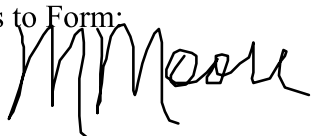
By:   
Micaela Rustia Moore, City Attorney

EXHIBIT C

Washoe County Amendment

Please see the attached page(s).

AMENDMENT #1  
TO THE PROFESSIONAL SERVICES AGREEMENT FOR  
EMPLOYEE MEDICAL SERVICES

This AMENDMENT #1 revises the ORIGINAL written Professional Services Agreement dated July 1, 2019, between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR) as follows:

1. Effective July 1, 2022, the date terms of the services set forth under ARTICLE 2 – DURATION OF AGREEMENT shall be revised to extend the Agreement end date to June 30, 2023.
2. Attachment C – FEE SCHEDULE shall reflect the changes set forth on page 2 of this amendment.

AFFIRMATION OF NO OTHER AGREEMENT OR AMENDMENT, the Parties affirm all other terms and provisions of the ORIGINAL Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto by signature have caused this AMENDMENT #1 to be duly executed and effective as of the date defined above.

By:

Digitally signed by Mark  
Stewart  
Date: 2022.08.05 09:13:42  
-07'00' \_\_\_\_\_ Date: \_\_\_\_\_

Mark Stewart  
Washoe County Purchasing & Contracts Manager  
Washoe County

\_\_\_\_\_  
Representative: \_\_\_\_\_ Date: 8/9/22  
ARC Health and Wellness Centers

**Physical Examination** – increase of \$75.00 per examination.

*Price increase justification – to cover the overall increased expenses based on the economic climate*

**TB Test** – increase of \$15.00 per examination

*Price increase justification – price of PPD has literally doubled due to new CDC regulations and is now in HIGH DEMAND, likely to continue to increase in the coming months.*

**Chest X-Ray** – increase of \$25.00 per Chest X-Ray.

*Price increase justification – New Nevada Based regulation involving X-Ray license mandate has increased all X-Ray Techs salary to provide competitive wages and difficulty finding skill staff.*

The price increase is shown in the table below:

Current Contract	Current Pricing	New Pricing
Pre-Employment Exam with Stress Treadmill	\$849.00	\$964.00
Pre-Employment Exam without Stress Treadmill	\$779.00	\$894.00
Panel One w/X-Ray	\$400.00	\$515.00
Panel One w/o X-Ray	\$357.00	\$447.00
Panel Two w/ X-Ray and w/o EKG	\$360.00	\$460.00
Panel Two w/ X-Ray and w/EKG	\$400.00	\$500.00
Panel Two w/o X-Ray and w/o EKG	\$317.00	\$407.00
Panel Two w/o X-Ray and w/EKG	\$357.00	\$447.00
Panel Three	\$485.00	\$600.00
Retirement Testing	\$395.00	\$510.00
Clandestine Physical	\$270.00	\$385.00
Miscellaneous Services A-La-Carte	Current Pricing	New Pricing
TB Test	\$25.00	\$40.00
X-Ray	\$43.00	\$68.00
Current Physical Types (average cost)		
Panel I: 123 WCSO Employees	\$46,555.50	\$59,163.00
Panel II: 112 WCSO Employees	\$40,236.00	\$49,308.00
Panel III: 183 WCSO Employees	\$88,755.00	\$109,800.00
Total:	\$175,546.50	\$218,271.00

EXHIBIT D

Price Increase

Please see the attached page(s).

## Joinder Provision of Washoe County's Medical Services Contract # 3086-19

In June of 2022, Gilbert, Gaetke and Associates of Nevada, MD, LTD and ARC Health & Wellness Centers, LLC (collectively referred to as ARC Health & Wellness Centers) received an extension to Contract # 3086-19. This extension enabled a price increase for Contract # 3086-19 and granted an additional one year at these rates. We anticipate not needing to an additional price increase through June 30th, 2024. Washoe County is required to renew the contract annually since the term says annual extensions.

### “Joinder Provision” of Washoe County's - Medical Services Contract # 3086-19

Page 48 of RFP # 3086-19  
Section B29

#### **B29 USE BY OTHER GOVERNMENT ENTITIES (JOINDER PROVISION)**

*In accordance with the provisions of NRS 332.195, unless otherwise stipulated under the exception section of the proposal response, other local government agencies may join in a resultant contract from this RFP with the permission of the successful proposer. Within the scope of this RFP, the County shall be held harmless in any and all transactions between the successful proposer and other participating governmental entities.*

#### **NRS 332.195 Joinder or mutual use of contracts by governmental entities.**

1. Except as otherwise provided in this section:
  - (a) A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
  - (b) A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.
2. A governing body or its authorized representative or the State of Nevada shall not join or use a contract pursuant to this section if a contractor's license issued pursuant to [chapter 624](#) of NRS is required for any portion of the work to be performed under the contract.

**ARC Health & Wellness Centers (ARC) hereby invites your Public Entity to exercise this joinder provision and offer ARC's services under Washoe County's Medical Services Contract # 3086-19 to include all prices listed in the contract with consideration given to volume and scheduling.**

**For simplicity we only increased three (3) services in the contract that effects the overall cost of the examination. Please see New Pricing Structure on Page 3**

**Contract # 3086-19 Extension**  
**Joinder Provision Agreement**

**Term:**

Contract Term is July 1, 2022 – June 30, 2023 with one additional one (1) year renewal option.

**Pricing:**

Pricing as listed on this Joinder Agreement is effective July 1, 2022– June 30, 2023

**Payment Term:** Net 45

**Cancellation of Agreement:**

Either party may cancel this agreement anytime **without** cause, penalty, charge or sanction on with written notice to the other party of their intent to terminate the agreement. In the event of cancellation, payment for all services rendered is due within 30 days.

**Signatures:**

This Extension to the Joinder Agreement is hereby executed the date the Public Entity listed below and becomes effective the date of this agreement.

**ARC Health & Wellness Centers:**

BY:



Paul W. Granstrom, President

06/14/2022

Date

**Public Entity Enacting Joinder Provision:**

\_\_\_\_\_  
*Public Entity Name*

**Authorized Representative:**

\_\_\_\_\_  
*Printed Name*

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## New Pricing Structure under the Extension Summary

*Our new pricing structure goes into effect July 1st, 2022 and is valid through June 30, 2023.*

We are honored to continue to serve your Public Entity for the next year under this new pricing structure. We hereby invite you to enact the Joinder Provision of our new contract extension with Washoe County.

To simplify the changes to the pricing I'll break out the current rate structure versus the new rate structure.

NRS / NAC 617	Old Rate	New Rate	Increase Amount
<b>Under 40</b>	\$365.00	\$480.00	<b>\$115.00</b>
<b>Over 40</b>	\$450.00	\$565.00	<b>\$115.00</b>
<b>Prehire Under 40</b>	\$415.00	\$530.00	<b>\$115.00</b>
<b>Prehire Over 40</b>	\$500.00	\$615.00	<b>\$115.00</b>
<b>Mobile Fee</b>	\$135.00	\$135.00	<b>\$-0-</b>

### **Three changes to service pricing effecting the overall cost of the exam:**

**TB Testing (PPD)** – was \$25.00, increased to \$40.00 (increase of \$15.00)

*Comments: The cost of PPD serum skyrocketed and inventory is in short supply. **This is a 80% increase.***

**Physician Exam** – was \$100.00, increased to \$175.00 (increase of \$75.00)

*Comments: Increase in cost of doing business. **This is a 75% increase.***

**Two view Chest X-Ray** – was \$43.00, increased to \$68.00 (increase of \$25.00)

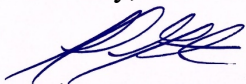
*Comments: **This is a 58.1% increase.***

*Questions or Further Clarification needed:*

*If you have any questions or need further clarification, please reach to me via email - ([paul@archealthandwellness.com](mailto:paul@archealthandwellness.com)) at (775) 846-3413.*

*We look forward to continuing to be your specialized medical resource for all your **New Recruit, Annual Medical/Physical Assessment, Return to Duty, Termination** of your Public Safety members as mandated under NRS / NAC 617.*

Sincerely,



Paul Granstrom  
President  
ARC Health & Wellness



## Annual NRS / NAC 617 Heart & Lung Examination

Under 40 - NRS / NAC 617 - Heart & Lung Exam		Over 40 - NRS / NAC 617 - Heart & Lung Exam	
	Cost		Cost
Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)	\$ 175.00	Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)	\$ 175.00
Vision Screening <sup>1</sup>	\$ -	Vision Screening <sup>1</sup>	\$ -
Medical History Form <sup>1</sup>	\$ -	Medical History Form <sup>1</sup>	\$ -
Blood Pressure Monitoring <sup>1</sup>	\$ -	Blood Pressure Monitoring <sup>1</sup>	\$ -
Urinalysis <sup>1</sup>	\$ -	Urinalysis <sup>1</sup>	\$ -
Physician's Report of Results Form & OD Forms	\$ 15.00	Physician's Report of Results Form & OD Forms	\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00	Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00
Hepatitis C Screening*	\$ 30.00	Hepatitis C Screening*	\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00	Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00
Coronary Risk II (CBC + Chem. Panel + Lipid Panel)	\$ 40.00	Coronary Risk II (CBC + Chem. Panel + Lipid Panel)	\$ 40.00
Per-Percent Body Fat (BMI Method) / Waist Circumference	\$ 7.00	Per-Percent Body Fat (BMI Method) / Waist Circumference	\$ 7.00
Resting EKG	\$ 40.00	Stress EKG	\$ 125.00
Pulmonary Function Test	\$ 40.00	Pulmonary Function Test	\$ 40.00
TB Skin Test	\$ 40.00	TB Skin Test	\$ 40.00
<b>Total - Under 40 Heart &amp; Lung Exam</b>	<b>\$ 480.00</b>	<b>Total - Over 40 Heart &amp; Lung Exam</b>	<b>\$ 565.00</b>

**Mobile Medical Fee Per Member (On-Site Services) \$ 135.00**

### Optional Tests / Letter (in conjunction with Annual Physical)

OSHA Respirator Questionnaire / Clearance Letter	\$ 10.00
CDL Paperwork - Department of Transportation	\$ 45.00
Ambulance Attendance Certification	\$ 15.00
Hemoglobin A1C	\$ 35.00
HazMat Blood (Ar, Cd, Hg, Pb & Zpp) or 24 Hour Urine	\$ 150.00
Ultrasound Screening (Carotid, Aortic, Thyroid - Non Diagnostic)	\$ 100.00

### Vaccines:

Hepatitis A Vaccine (per dose - normally a series of two)	\$ 75.00
Hepatitis B Vaccine (per dose - normally a series of three)	\$ 60.00
Twinrix Vaccine (combo Hep A and B - normally a series of three)	\$ 105.00

### Confirmation Charges on Hepatitis Positive\*

Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
Hep C - HCV RIBA	\$ 70.00

Rates are identical to the ARC Health & Wellness contract with the Washoe County Agreement # 3086-19 - Occupational Health Services



## Prehire - NRS / NAC 617 Heart & Lung Examination

Prehire Under 40- NRS / NAC 617 - Heart & Lung Exam		Prehire Over 40 - NRS / NAC 617 - Heart & Lung Exam	
	Cost		Cost
Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)	\$ 175.00	Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)	\$ 175.00
Vision Screening <sup>1</sup>	\$ -	Vision Screening <sup>1</sup>	\$ -
Medical History Form <sup>1</sup>	\$ -	Medical History Form <sup>1</sup>	\$ -
Blood Pressure Monitoring <sup>1</sup>	\$ -	Blood Pressure Monitoring <sup>1</sup>	\$ -
Urinalysis <sup>1</sup>	\$ -	Urinalysis <sup>1</sup>	\$ -
Physician's Report of Results Form & OD Forms	\$ 15.00	Physician's Report of Results Form & OD Forms	\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00	Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00
Hepatitis Profile Screening* (Immunity to Hep A,B / Infection A,B,C)	\$ 80.00	Hepatitis Profile Screening* (Immunity to Hep A,B / Infection A,B,C)	\$ 80.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00	Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00
Coronary Risk II (CBC + Chem. Panel + Lipid Panel)	\$ 40.00	Coronary Risk II (CBC + Chem. Panel + Lipid Panel)	\$ 40.00
Per-Cent Body Fat (BMI Method) / Waist Circumference	\$ 7.00	Per-Cent Body Fat (BMI Method) / Waist Circumference	\$ 7.00
Resting EKG	\$ 40.00	Stress EKG	\$ 125.00
Pulmonary Function Test	\$ 40.00	Pulmonary Function Test	\$ 40.00
TB Skin Test	\$ 40.00	TB Skin Test	\$ 40.00
<b>Total - Under 40 Heart &amp; Lung Exam</b>	<b>\$ 530.00</b>	<b>Total - Over 40 Heart &amp; Lung Exam</b>	<b>\$ 615.00</b>

### Optional Tests / Letter (\*in conjunction with Prehire Physical)

POST Paperwork	\$ 15.00
Urine Drug Screen (Non DOT with MRO Review)	\$ 34.00
OSHA Respirator Questionnaire / Clearance Letter*	\$ 10.00
CDL Paperwork* (in conjunction with Heart and Lung Physical)	\$ 45.00
Ambulance Attendance Certification	\$ 15.00
Hemoglobin A1C	\$ 35.00
HazMat Blood (Ar, Cd, Hq, Pb & Zpp) or 24 Hour Urine	\$ 150.00
Ultrasound Screening (Carotid, Aortic, Thyroid - Non Diagnostic)	\$ 100.00

### Vaccines:

Hepatitis A Vaccine (per dose - normally a series of two)	\$ 75.00
Hepatitis B Vaccine (per dose - normally a series of three)	\$ 60.00
Twinrix Vaccine (combo Hep A and B - normally a series of three)	\$ 105.00

### Confirmation Charges on Hepatitis Positive\*

Hep A – Hep A IgM	\$ 40.00
Hep B Ag – Neutralization Assay	\$ 175.00
Hep C – HCV RIBA	\$ 70.00

Rates are identical to the ARC Health & Wellness contract with the Washoe County Agreement # 3086-19 - Occupational Health Services

April 18th, 2022

To:  
Capt. Russell Pedersen  
Washoe County Sheriff's Office

From:  
Paul Granstrom  
President  
ARC Health & Wellness Centers

RE: Contract Extension # 3086-19 Option

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Capt. Pedersen,

The team at ARC Health & Wellness is honored to serve Washoe County Sheriff's Office under contract # 3086-19 (July 1<sup>st</sup>, 2019 – June 30<sup>th</sup>, 2022). This primary purpose of this letter is to address the optional renewal option and if the Sheriff's Office would like to extend our contract, in lieu of going to RFP for a whole new contract. Our goal is to continue serving the members of WCSO for years to come.

Due to the current economic climate, it's been a financially challenging year with increased expenses all around us. Like many organizations, we've experienced a significant increase in wages and salary, cost of goods, overall expenses and cost of living increases, etc.

We continuously strive to improve our product, like opening the brand new office last month at 5546 Longley Lane to finally provide an EXCLUSIVE private medical practice to serve Police and Fire only.

In saying all that, we are prepared to extend the current contract with for the additional two years with the following consideration – we are requesting an price increase effective July 1<sup>st</sup>, 2022 – June 30<sup>th</sup>, 2024 for the following items:

**Physician Examination** – increase of \$75.00 per examination

*Price increase justification – to cover the overall increased expenses based on the economic climate*

**TB Test** – increase of \$15.00 per TB skin test

*Price increase justification – price of PPD has literally doubled due to new CDC regulations and is in now in HIGH DEMAND, likely to continue to increase in the coming months.*

**Chest X-Ray** – increase of \$25.00 per Chest X-Ray

*New Nevada Based regulations involving X-Ray licensure mandate has increased all X-Ray Techs salary to provide competitive wages and difficulty finding skilled staff.*

**If we are unable to maintain our current X-Ray techs, we'll be forced to send to your Deputies to places like Northern Nevada Medical Center Radiology to provide this service instead of us being able to conduct during the Annual Examinations.**

We'll keep all other tests prices the same for simplicity.

If you would prefer to have a new RFP submitted, we will proudly participate in that. We thank you for your consideration and understanding. We wanted to allow ample time for the Sheriff's Office to find the best course of action.

Sincerely,



Paul Granstrom  
President  
ARC Health & Wellness Centers



Current Contract	Current Pricing	New Pricing
Pre-Employment Exam with Stress Treadmill	\$ 849.00	\$ 964.00
Pre-Employment Exam without Stress Treadmill	\$ 779.00	\$ 894.00
Panel One w/X-Ray	\$ 400.00	\$ 515.00
Panel One w/o X-Ray	\$ 357.00	\$ 447.00
Panel Two w/ X-Ray and w/o EKG	\$ 360.00	\$ 460.00
Panel Two w/ X-Ray and w/EKG	\$ 400.00	\$ 500.00
Panel Two w/o X-Ray and w/o EKG	\$ 317.00	\$ 407.00
Panel Two w/o X-Ray and w/EKG	\$ 357.00	\$ 447.00
Panel Three	\$ 485.00	\$ 600.00
Retirement Testing	\$ 395.00	\$ 510.00
Clandestine Physical	\$ 270.00	\$ 385.00
COST INCREASE BREAKDOWN - MISC	Current Pricing	New Pricing
TB Test	\$ 25.00	\$ 40.00
X-Ray	\$ 43.00	\$ 68.00
Physician Examination	\$ 100.00	\$ 175.00
Miscellaneous Panels for Joinder Provision	Current Pricing	New Pricing
U40 NRS617	\$ 365.00	\$ 480.00
O40 NRS617	\$ 450.00	\$ 565.00
Prehire U40 NRS 617	\$ 415.00	\$ 530.00
Prehire O40 NRS 617	\$ 500.00	\$ 615.00
FRC M Panel	\$ 505.89	\$ 620.89
FRC F Panel	\$ 476.94	\$ 591.94
NFPA 1582 Panel	\$ 423.24	\$ 625.00
DPS Pre Panel	\$ 580.00	\$ 695.00
DPS U40 Panel	\$ 400.00	\$ 515.00
DPS O40 Panel	\$ 482.00	\$ 597.00
V1	\$ 520.00	\$ 635.00
V2	\$ 200.00	\$ 290.00
V3	\$ 385.00	\$ 500.00
V4	\$ 470.00	\$ 585.00
TMC	\$ 485.00	\$ 600.00
TMP	\$ 615.00	\$ 730.00
Ultrasound Screening conducted by ARC	Current Pricing	New Pricing
C.A.T. Bundle (Carotid, Aortic, Thyroid - Non Diagnostic)	\$ 100.00	\$ 150.00
Abdominal - (Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic)	\$ 75.00	\$ 150.00
Heart - (Non Diagnostic)	\$ 75.00	N/A
Comprehensive (CAT, Abdominal, Testicular, Prostate - Non Diagnostic)	N/A	\$ 250.00



# WASHOE COUNTY

Integrity Communication Service

[www.washoecounty.gov](http://www.washoecounty.gov)

## STAFF REPORT

BOARD MEETING DATE: May 10, 2022

**DATE:** Thursday, May 05, 2022

**TO:** Board of County Commissioners

**FROM:** Tim O'Connor, Chief Deputy, Washoe County Sheriff's Office, (775) 328-3007 – [toconnor@washoecounty.gov](mailto:toconnor@washoecounty.gov)

**THROUGH:** Sheriff Darin Balaam

**SUBJECT:** Recommendation to approve a one-year extension to the original Request for Proposal (RFP) No. 3086-19 for Medical Services-Washoe County Personnel, ARC Health and Wellness Centers, in the estimated annual amount of [\$294,321], on behalf of the Sheriff's Office, and authorize the Purchasing and Contracts Manager to execute a one-year extension, July 1, 2022, through June 30, 2023, at the discretion of the County. (All Commission Districts).

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### **SUMMARY**

The Washoe County Sheriff's Office is requesting the Board to approve a one-year extension for Medical Services-Washoe County Personnel, to ARC Health and Wellness Centers.

Washoe County originally awarded ARC Health and Wellness Centers a three-year agreement, July 1, 2019- through June 30, 2022, with two one-year renewal options, at the discretion of the County (RFP No. 3086-19).

**Washoe County Strategic Objective supported by this item:** Fiscal Sustainability

### **PREVIOUS ACTION**

On July 14, 2009, the Board of County Commissioners approved agenda item 21, Award Request for Proposal No. 2688-09 for Medical Services – Sheriff's Office Personnel to Dr. Michael Haley in the estimated annual amount of \$163,405.00, Commission Order No. 09-775.

On January 11, 2011, the Board of County Commissioners approved agenda item 14.H., authorize the termination of agreement with Dr. Michael Haley pursuant to Request for Proposal No. 2688-09 for Medical Services – Sheriff's Office Personnel and authorized the Purchasing and Contracts Manager to award the remaining balance of the agreement to Concentra Health Services Inc, and further allow Purchasing and Contracts Manager to exercise County's option to extend the agreement for one additional year commencing July 18, 2011, Commission Order No. 11-25.

**AGENDA ITEM # \_\_\_\_\_**

On January 10, 2012, the Board approved agenda item 10.L.3., Authorize the Washoe County Sheriff's Office and Purchasing Department to develop and administer a Request for Proposal for Pre-placement Annual and Related Medical Services for Sheriff's Office Personnel, Commission Order No. 12-25.

On June 12, 2012, the Board of County Commissioners approved agenda item 8.E., Award Request for Proposal No. 2813-12 for Medical Services – Sheriff's Office Personnel to Concentra Medical Centers, in the estimated annual amount of \$89,337.00, Commission Order No. 12-508.

On July 14, 2015, the Board of County Commissioner approved agenda item 14 Award Request for Proposal No. 2929-15 for Medical Services – Sheriff's Office Personnel to ARC Health and Wellness Centers, in the estimated annual amount of \$135,194.32, Commission Order No. 15-0595.

On June 11, 2019, the Board of County Commissioners approved agenda item 16, Award Request for Proposal No 3086-19 for Medical Services (BCC agenda item #16) – Washoe County Personnel to ARC Health and Wellness Centers, in the estimated annual amount of \$216,030.00, Commission Order No. 19-0454

### **BACKGROUND**

The recruitment and retention of the best-qualified and physically fit workforce is one of the top priorities of the Washoe County Sheriff's Office. The use of preplacement and annual medical exams for physically demanding occupations are good business practice, and are also required by law:

NAC 289.110 requires that no person be appointed to perform the duties of a peace officer unless he/she has undergone a medical examination performed by a licensed physician who confirms in writing that no physical condition exists which would adversely affect his performance of the duties of a peace officer. The employing agency shall inform the examining physician of the specific functions required by the position to be filled.

NRS Chapter 617 mandates that full-time police officers submit to a physical examination on an annual basis in order to qualify for coverage for lung and heart diseases, which are considered under the law to be occupational diseases of police officers. The lung and heart physical examinations are conducted during the employee's birth month each year. Furthermore, NRS 616A.035 and 616C.052 requires the Sheriff's Office to provide pre-employment and post-employment baseline testing for contagious diseases, including without limitation, hepatitis A, hepatitis B, hepatitis C and human immunodeficiency virus (HIV). The Sheriff's Office has been providing an on-going hepatitis screening and vaccination program since the 1990s.

The County requires prospective Sheriff's Office employees, as required by specific positions, to submit to a preplacement medical screening examination following an offer of employment. The purpose of the preplacement medical examination is for the examining physician to review the prospective employee's past work and medical history as well as his or her present physical condition to ensure that the prospective employee will be able to

perform the physically demanding activities required by the specific job. The preplacement and annual medical examinations are job validated medical screening requirements.

The medical screening was developed based upon the physical requirements associated with the essential job functions in accordance with the Uniform Guidelines on Employee Selection and meet the requirements of the NRS and NAC listed above.

The preplacement medical examination is conducted to ensure that the prospective employee is free of any medical condition, which could become aggravated if the individual was placed in a position, which exposed him or her to environmental or physical hazards. It also provides the opportunity to collect baseline health information from the prospective employee to document any preexisting condition that could later interfere with job performance or other activities of daily living.

In addition to the statutory requirements, Washoe County also requires incumbent Sheriff's Office sworn personnel to submit to periodic medical examinations. The purpose of the periodic medical examination is to review the employee's current medical status and present physical condition to ensure that the employee can continue to perform the physically demanding activities required by the job.

ARC Health and Wellness Centers has served Washoe County's medical needs professionally since July of 2015. With increasing costs, ARC has requested a price increase effective July 1, 2022 – June 30, 2023, for the following items:

**Physical Examination** – increase of \$75.00 per examination.

*Price increase justification – to cover the overall increased expenses based on the economic climate*

**TB Test** – increase of \$15.00 per examination

*Price increase justification – price of PPD has literally doubled due to new CDC regulations and is now in HIGH DEMAD, likely to continue to increase in the coming months.*

**Chest X-Ray** – increase of \$25.00 per Chest X-Ray.

*Price increase justification – New Nevada Based regulation involving X-Ray licensure mandate has increased all X-Ray Techs salary to provide competitive wages and difficulty finding skill staff.*

The price increase is shown in the table below:

Current Contract	Current Pricing	New Pricing
Pre-Employment Exam with Stress Treadmill	\$849.00	\$964.00
Pre-Employment Exam without Stress Treadmill	\$779.00	\$894.00
Panel One w/X-Ray	\$400.00	\$515.00
Panel One w/o X-Ray	\$357.00	\$447.00
Panel Two w/ X-Ray and w/o EKG	\$360.00	\$460.00
Panel Two w/ X-Ray and w/EKG	\$400.00	\$500.00
Panel Two w/o X-Ray and w/o EKG	\$317.00	\$407.00
Panel Two w/o X-Ray and w/EKG	\$357.00	\$447.00

Panel Three	\$485.00	\$600.00
Retirement Testing	\$395.00	\$510.00
Clandestine Physical	\$270.00	\$385.00
Miscellaneous Services A-La-Carte	Current Pricing	New Pricing
TB Test	\$25.00	\$40.00
X-Ray	\$43.00	\$68.00
Current Physical Types (average cost)		
Panel I: 123 WCSO Employees	\$46,555	\$59,163
Panel II: 112 WCSO Employees	\$40,236	\$49,308
Panel III: 183 WCSO Employees	\$88,755	\$109,800
Pre-Employment: 70 WC Recruits	\$56,980	\$66,430
Other WC Employees: 20	\$7,570	\$9,620
Total:	\$240,096	\$294,321

### **FISCAL IMPACT**

It is estimated the fiscal impact of the price increase will be approximately \$54,224 raising the total cost annually from approximately \$240,096 to \$294,321 for FY23.

Funds for these expenditures were included as part of the FY23 Recommended Budget presented on 4/19/22 within Fund Center 150-11 Office of the Sheriff and Fund Center 109-1 Human Resources Administration Services and Supplies budgets. Additional funds as needed are anticipated to be requested and approved for all future fiscal years applicable to the Agreement and renewals.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve a one-year extension to the original Request for Proposal (RFP) No. 3086-19 for Medical Services-Washoe County Personnel, ARC Health and Wellness Centers, in the estimated annual amount of [\$294,321], on behalf of the Sheriff's Office, and authorize the Purchasing and Contracts Manager to execute a one-year extension, July 1, 2022, through June 30, 2023, at the discretion of the County.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "approve a one-year extension to the original Request for Proposal (RFP) No. 3086-19 for Medical Services-Washoe County Personnel, ARC Health and Wellness Centers, in the estimated annual amount of [\$294,321], on behalf of the Sheriff's Office, and authorize the Purchasing and Contracts Manager to execute a one-year extension, July 1, 2022, through June 30, 2023, at the discretion of the County."



## **AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

**THIS AGREEMENT** is made between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR).

### **W I T N E S S E T H**

WHEREAS, the COUNTY requires medical services for certain Washoe County and Washoe County Sheriff's Office (WCSO) employees; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as set forth in this written agreement and attachments; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

#### **1. MEDICAL SERVICES**

CONTRACTOR agrees to provide the following medical services:

- 1.1 Pre-employment medical examinations for prospective sworn employees and designated civilian employees based upon specific job requirements pursuant to NAC 289.110.1(e).
- 1.2 Annual physical examinations for existing sworn employees in compliance with NRS 617.455, NRS 617.457, and NAC Chapter 617.
- 1.3 Administration of Hepatitis A and B vaccinations for designated employees pursuant to NRS 617.485.3(b).
- 1.4 Required medical services as identified in Attachment "A".

#### **2. DURATION OF AGREEMENT**

COUNTY agrees to retain and engage CONTRACTOR to perform said services for the period July 1, 2019 through June 30, 2022 unless terminated earlier pursuant to the provisions of Section 9, with (2) two additional one (1) year renewal options, at the discretion of the COUNTY.

#### **3. COMPENSATION AND TIME OF PAYMENT**

- 3.1 CONTRACTOR shall submit monthly invoices within five (5) business days of the end of each month for actual services rendered. Each invoice shall have detailed documentation to include the invoice number, patient's full name, service(s) provided, date(s) of service, approved fee amount for each service, and total balance due. Invoices shall be submitted to the following address unless other billing arrangements are approved by the COUNTY:

Washoe County Comptroller  
Accounts Payable  
1001 E. Ninth Street, Room D-200  
Reno, Nevada 89512

- 3.2 CONTRACTOR shall provide all required completed patient forms, reports, and test results to Washoe County Sheriff's Office (WCSO) prior to submission of applicable invoices.
- 3.3 COUNTY agrees to pay CONTRACTOR in accordance with the Attachment "C" Fee Schedule and Attachment "D". These fees will remain firm for the duration of the initial three (3) year contract period. A new Fee Schedule must be presented in writing to the Washoe County Purchasing and Contracts Manager at least forty-five (45) days prior to the expiration of the three (3) year contract period, for the renewal period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the COUNTY.
- 3.4 Payment shall be rendered within thirty (30) days of invoice receipt by COUNTY to CONTRACTOR for each invoice submitted, unless COUNTY in good faith disputes the invoice in writing within ten (10) days of receiving invoice. Payment by COUNTY of invoices or request for payments shall not constitute acceptance by COUNTY of work performed by CONTRACTOR. If COUNTY disputes invoice, CONTRACTOR shall provide all additional material necessary to substantiate the amount claimed for payment.

#### **4. HOURS OF OPERATION AND SCHEDULING**

CONTRACTOR shall maintain normal business hours of operation (Monday – Friday 8:00 a.m. – 5:00 p.m.) for scheduling of County employees.

#### **5. CONTRACTOR RESPONSIBILITIES**

- 5.1 The CONTRACTOR has provided the WCSO in writing the primary and alternate contact point to be used during the transition period as well as after contract implementation. This point of contact will be responsible for keeping the WCSO informed of transition progress and be able to respond to WCSO inquiries within two (2) business days. The primary and alternate point of contact shall not be changed without written notification to WCSO.

Primary Contact:  
Paul Granstrom  
Title: President  
Business Cell #: 775-846-3413  
Email: [Paul@archealthandwellness.com](mailto:Paul@archealthandwellness.com)

Secondary Contact:  
Wes Granstrom  
Title: Chief Executive Officer  
Business Cell #: 775-315-5150  
Email: [Wes@archealthandwellness.com](mailto:Wes@archealthandwellness.com)

- 5.2 The CONTRACTOR has provided a medical examiner (Primary Physician) for contact purposes with the Washoe County Human Resources Department and the WCSO. The medical examiner (Primary Physician) shall not be changed without written notification to WCSO



Medical examiner (Primary Physician):  
Mark J. Gaetke, MD  
Title: Medical Director – ARC Health & Wellness  
Email: gaetke@archealthandwellness.com  
Phone: 775-331-3361

- 5.3 The CONTRACTOR shall be responsible for providing all labor, materials, equipment, supplies, furniture, and office area(s) required to perform the required medical services.
- 5.4 The CONTRACTOR shall be responsible for notifying the WCSO the location(s) where the various medical services will be provided.
- 5.5 The CONTRACTOR shall provide a private waiting area for WCSO employees receiving medical services under this Agreement.
- 5.6 The CONTRACTOR shall ensure WCSO employees are seen within fifteen (15) minutes of their scheduled appointment and have medical services completed within two (2) hours of their scheduled appointment.
- 5.7 The CONTRACTOR shall complete all required medical services for annual physicals in no more than two (2) appointments. TB reads do not count as an appointment
- 5.8 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis.
- 5.9 The CONTRACTOR may be required to provide statistical information regarding medical services provided under this Agreement. This will be a matter for future negotiations between the COUNTY and the CONTRACTOR including any fees, if applicable.

## **6. WCSO RESPONSIBILITIES**

- 6.1 At contract award, WCSO shall designate in writing a primary and alternate point of contact for all matters relative to this contract. WCSO shall provide a written notice to the CONTRACTOR should there be a subsequent change.
- 6.2 WCSO shall notify designated employees who require pre-employment or annual examinations, or other medical services and advise them to contact the CONTRACTOR.
- 6.3 WCSO shall provide all patient forms and reports necessary to perform all required medical services. These will be included in a County Medical Forms and Reports Manual that will be provided to the CONTRACTOR prior to the implementation of this Agreement. The COUNTY shall provide the CONTRACTOR updates to these forms and reports as necessary.

## **7. MEDICAL GUIDELINES**

- 7.1 In completing required medical services, the CONTRACTOR shall utilize a MED-TOX binder titled, "Medical Screening Manual for Law Enforcement Officers", which will be provided by WCSO.

7.1.1 CONTRACTOR shall not sell, rent, lease, loan, give, share, copy or otherwise provide in any way, the MED-TOX binder or the contents thereof to other individuals, public agencies or private businesses without the written consent of COUNTY and MED-TOX Health Services. If the CONTRACTOR has facilities or offices outside Washoe County, this prohibition shall apply to those facilities as well. Upon request by the COUNTY for return of the MED-TOX binder, CONTRACTOR agrees to return same within twenty-four (24) hours.

7.1.2 CONTRACTOR acknowledges and agrees that COUNTY will suffer irreparable harm if CONTRACTOR breaches the provisions of this section. CONTRACTOR fully understands and acknowledges that monetary damages alone will be inadequate to compensate COUNTY for such breach. Accordingly, CONTRACTOR agrees that this Agreement may be enforced by specific performance or other injunctive relief, in addition to any other remedies provided by this Agreement or otherwise available at law or equity.

## **8. ADA AND GINA REQUIREMENTS**

8.1 All medical examinations and determinations must be administered and evaluated in compliance with the American's with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 and the Genetic Information Nondiscrimination Act of 2008 (GINA).

## **9. CANCELLATION OF AGREEMENT**

9.1 Either the COUNTY or the CONTRACTOR may cancel this Agreement without cause, penalty, charge, or sanction on ninety (90) days written notice to the other party of their intent to terminate the Agreement.

9.2 COUNTY reserves the right to terminate this Agreement at any time the CONTRACTOR fails to carry out the required services (i.e., breach of contract). However, COUNTY shall agree to give the CONTRACTOR prior notice of any deficiencies in performance, and shall state reasons for the deficiencies if known to COUNTY. If within thirty (30) days after receipt of such notice of deficiencies, the CONTRACTOR fails to cure the conditions stated to be deficient, COUNTY may terminate this Agreement. The following circumstances (including but not limited to) would result in a deficiency notification:

9.2.1 On evidence that CONTRACTOR fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement.

9.2.2 On evidence, in the opinion of the COUNTY, of failure of CONTRACTOR to perform the work suitably (e.g. acceptable to the COUNTY) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable.

9.2.3 On evidence that the CONTRACTOR fails to perform, keep, or observe any and all of the terms contained in this Agreement.

9.3 COUNTY shall further reserve the right to cancel this Agreement for cause, and without prior notice and without penalty, charge, or sanction to the COUNTY under the following circumstances:



- 9.3.1 On evidence that CONTRACTOR fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed.
- 9.3.2 On evidence that CONTRACTOR discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so.
- 9.3.3 On evidence that CONTRACTOR shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the CONTRACTOR, or on evidence of any other indication that the financial or legal situation of the CONTRACTOR shall preclude the ability of the CONTRACTOR to continue to operate successfully.
- 9.3.4 Upon notification of delinquency or cancellation of any required insurance coverage held by CONTRACTOR.
- 9.3.5 On evidence that CONTRACTOR allows any final judgment to stand against him unsatisfied for a period of five (5) days.
- 9.3.6 On evidence that CONTRACTOR has come under criminal indictment. If an individual attorney(s) of the CONTRACTOR comes under criminal indictment, they shall be precluded from performing under this Agreement.

## **10. FUNDING OUT CLAUSE**

Notwithstanding any provision of this Agreement to the contrary, each payment obligation of the COUNTY created by this Agreement is conditioned upon the availability of funds that are appropriated or budgeted for the purposes of the Agreement. In the event that the COUNTY has failed to appropriate or budget funds for the purposes specified in the Agreement, or that COUNTY has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, the COUNTY shall provide reasonable notice of such occurrence, and the Agreement shall be terminated without penalty, charge, or sanction.

## **11. INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

CONTRACTOR shall adhere to the insurance and indemnification requirements as specified in Attachment "B".

## **12. STATUS OF CONTRACTOR**

The CONTRACTOR shall have the status of an "INDEPENDENT CONTRACTOR," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the COUNTY. COUNTY and CONTRACTOR agrees to the following terms consistent with INDEPENDENT CONTRACTOR status:

- 12.1 CONTRACTOR has the right to perform services for others during the term of this Agreement
- 12.2 CONTRACTOR shall not be assigned a daily work location on COUNTY premises. However, COUNTY may occasionally provide an on-site area for Contractor to provide vaccinations/immunizations or for collection services. COUNTY may also occasionally



provide an area for the CONTRACTOR'S mobile unit to perform physical examinations for new hires, annual, and periodic examinations.

12.3 CONTRACTOR shall perform the services required by this Agreement and CONTRACTOR agrees to the faithful performance and delivery of described services in accordance with required time frames; COUNTY shall not hire, supervise, or pay any assistants to help CONTRACTOR.

12.4 The COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.

Further, CONTRACTOR hereby certifies:

12.5 That CONTRACTOR is not an employee of the County, and thereby CONTRACTOR waives any and all claims to benefits otherwise provided to employees of the COUNTY, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

12.6 That CONTRACTOR is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.

12.7 CONTRACTOR shall be required to provide the COUNTY with their federal tax I.D. number or social security number in order to receive payment against this Agreement. CONTRACTOR understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY will file an IRS Form 1099 for all payments received.

### **13. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS**

CONTRACTOR shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or sub-contractors to work in the United States.

### **14. TRANSFER OF OWNERSHIP, CHANGE OF NAME, OR CHANGE OF PRINCIPALS**

CONTRACTOR agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way between the CONTRACTOR and COUNTY, they shall notify the Washoe County Purchasing and Contracts Manager of their intent to make said change.

### **15. SUB-CONTRACTS**

The COUNTY must approve, in advance, all sub-contracts entered into by the CONTRACTOR for the purpose of completing the provisions of this Agreement.

### **16. SEVERABILITY**

It is expressly understood and agreed by the CONTRACTOR and COUNTY that in the event any term, covenant or condition in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either the CONTRACTOR or COUNTY in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

## **17. NONDISCRIMINATION**

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the CONTRACTOR shall constitute a material breach of contract. Further, CONTRACTOR agrees to insert this nondiscrimination provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

## **18. AUDITING**

18.1 The CONTRACTOR shall maintain medical examination records in accordance with the State of Nevada and in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Upon contract award, the CONTRACTOR shall retain WCSO employee medical records for a minimum of three (3) years. If the CONTRACTOR is replaced for any reason, the CONTRACTOR shall transfer three (3) years of WCSO employee medical records to the COUNTY at no cost to the COUNTY.

18.1.1 The COUNTY reserves the right to subject all medical examinations to audit or review by COUNTY or external auditors to ensure appropriate procedures and practices have been followed. In the case of an audit, the CONTRACTOR must provide the information requested within fourteen (14) business days to the auditor. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

18.2 The CONTRACTOR shall maintain a complete set of financial records relating to this Agreement in accordance with generally accepted accounting practices.

18.2.1 CONTRACTOR shall permit COUNTY to inspect and audit all work materials, payrolls, books, accounts, and other financial data and records relating to its performance of this Agreement until the expiration of three (3) years after the final payment is made. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

## **19. INTEGRATION**

This Agreement including any attachments incorporates the terms and conditions of the original Request for Proposal #3086-19 and the CONTRACTOR'S proposal response as accepted by COUNTY, and it represents the entire understanding of the parties. It may not be altered in any way without the express written consent of both parties.

## **20. GOVERNING LAW**

The laws of the State of Nevada shall govern this Agreement executed between the CONTRACTOR and the COUNTY. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.



## 21. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given when mailed postage prepaid, addressed to the designated representative of the respective parties at their address shown or at such other address as either party hereafter may designate in writing from time to time to the other party.

Except as otherwise specified, all notices under this Agreement shall be in writing. Notices to CONTRACTOR shall be addressed to:

ARC Health and Wellness Centers  
Attn: Paul Granstrom  
2205 Glendale Ave.  
Sparks, NV 89431

Notices to COUNTY shall be addressed to:  
Washoe County Comptroller  
Attn: Mark Stewart  
1001 E. Ninth Street, Room D-200  
Reno, NV 89512

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

By: 

Mark Stewart

Purchasing & Contracts Manager

Date: 7/12/2019

Contractor:

By 

Date 7/9/19

## **ATTACHMENT "A"**

### **REQUIRED MEDICAL SERVICES**

#### **A1 PRE-EMPLOYMENT MEDICAL EXAMINATIONS**

Pre-employment medical examinations are required by NAC 289.110.1(e). In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines, essential functions, and job analysis information.

- 1.1 The WCSO Assistant Sheriff or designee shall authorize all referrals to specialists or recommendations for additional testing or treatment determined by the examination in advance. The CONTRACTOR will indicate in writing the risk factor for heart disease (being over 40 or having two or more risk factors) and if the prospective employee will be referred for a treadmill (if the treadmill is not part of the employee's exams).
- 1.2 The content of the pre-employment examination for sworn employees (civilian employees only require selected tests due to specific job requirements) is as follows:

- 1.2.1 Doctor exam, review of medical history and reports
- 1.2.2 TB Skin Test or QuantiFERON-Gold TB Test
- 1.2.3 Spirometry – Pulmonary Function Test
- 1.2.4 Urine drug screen
- 1.2.5 Chem Panel + Lipid Panel + CBC+UA
- 1.2.6 Audiogram with interpretation (including annual reporting)
- 1.2.7 Resting EKG
- 1.2.8 Stress Treadmill for those over age 40, or under age 40 with two or more risk factors for heart disease
- 1.2.9 Vision screening (Bailey-Lovie Wall Chart)
- 1.2.10 Color vision screening: (Plate Test followed by Farnsworth D-15 if necessary)
- 1.2.11 Chest X-ray interpreted by Radiologist
- 1.2.12 Heart-lung medical review letter - if needed
- 1.2.13 Immunization review (Per Center for Disease Control Guidelines Hepatitis Panel A, B, C )
- 1.2.14 Blood pressure monitoring
- 1.2.15 Body Mass Index
- 1.2.16 Percent body fat by electrical impedance test or other approved medical procedure

#### **A2 REPORT OF EXAMINATION RESULTS**

For all pre-employment examinations, the physician should translate pertinent medical findings into functional placement data that can be transmitted to the Appointing Authority (hiring department). Functional assessments generally should not contain specific details of medical diagnosis but be in sufficient detail to assist the Appointing Authority in assessing the individual's capability of fulfilling employment requirements. However, it is recognized that exceptions will need to be made since it is often difficult to consider particular accommodations without knowledge of the specifics of the condition and its impact on performance, work hours, and other factors. The Health Status Report has been designed to facilitate this process. Each examined person will be assigned to a status category (1, 2, 3, or 4) on the Health Status Report. Status categories are defined as follows:

- **Status Category 1**

This designation indicates that no medical condition has been identified that conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held.

- **Status Category 2**

This designation means that the prospective employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician on the Health Status Report may indicate restrictions. The physician must also reference the medical guideline(s) they reviewed in reaching the recommendation. The Appointing Authority should review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the jurisdiction's ability to provide service. The Department of Human Resources and the Primary Physician may need to consult with the Appointing Authority to assess issues of reasonable accommodation.

- **Status Category 3**

This designation indicates that the physician is not willing to make a placement decision without further evaluation, tests, and consultation with the Appointing Authority.

- **Status Category 4**

This designation is for the physician to write in other comments directed to the Appointing Authority regarding the individual's medical status. An example might be that the individual's condition is so severe that the physician cannot recommend placement of the individual into the job.

### **A3 DRUG SCREENING:**

Drug screening is used only during pre-employment medical examinations. The successful proposer is responsible for maintaining the integrity of the specimen collection and transfer process for alcohol and drug screening and the privacy of the prospective employee, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

### **A4 TESTING EQUIPMENT AND CONDITIONS**

- 4.1 Spirometry - will be performed on equipment that meets or exceeds the current standards for National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), American Thoracic Society (ATS), and American College of Chest Physicians (ACCP) Standards for Pulmonary Function Equipment. A technician who must have current certification of completion of an approved NIOSH course on Spirometry will perform tests.
- 4.2 Audiology - testing must be performed using a soundproof booth that meets the current requirements as set forth by OSHA. Testing to be conducted by a technician with a current certification for audio logic testing from the Council for Accreditation in Occupational Hearing Conservation (CAOHC). Regular calibration is mandatory and records must be permanently maintained.
- 4.3 Stress Treadmill – A Physician needs to be present.
- 4.4 Far Visual Acuity Screening - is particularly important for the unique job demands of public safety occupations. Vision screening must be performed using a wall chart recommended by the National Academy of Sciences - National Research Council Committee (NAS-NRC) on



Vision Working Group 39. The Bailey-Lovie Wall chart is one of two acceptable wall charts meeting NAS-NRC specifications. Bailey-Lovie wall charts are available from the University of Berkeley, (510) 642-0229 or online at [http://optometry.berkeley.edu/opt\\_txttp/student\\_life/ucosa/merchandise/professional\\_materials.html](http://optometry.berkeley.edu/opt_txttp/student_life/ucosa/merchandise/professional_materials.html). Titmus and Ortho-Rater devices do not meet the NAC-NRC specifications and must not be used for vision screening for law enforcement.

- 4.5 Color Vision - is critical for certain COUNTY occupations. Color vision screening must be performed with a clinical test recommended by the National Academy of Science - National Research Council Committee on Vision Working Group 41. Initial testing must be with an approved Pseudoisochromatic Plate Test. Tests that meet these criteria are the Dvorine Pseudo-Isochromatic Plate Test and the Ishihara Plate Test for Color Blindness. Persons failing the initial screening test will be tested using the Farnsworth Dichotomous Test for Color Blindness (Panel D-15). The Farnsworth D-15 is available from Richmond Products (505) 275-2406 or online at [http://www.richmondproducts.com/shop/index.php?route=product/category&path=317\\_321](http://www.richmondproducts.com/shop/index.php?route=product/category&path=317_321). Titmus and other automated tests for color vision are unacceptable, as they do not meet NAS-NRC specifications for use as screening devices.

4.5.1 Color vision and visual acuity tests must be performed under the standards of illumination as recommended by the manufacturers of the tests.

#### **A5 FORMS/REPORTS:**

Prospective and existing employees will be given a physical examination utilizing examination forms specified by the COUNTY. All required forms and reports will be provided by the COUNTY in a Medical Forms and Reports Manual at the Pre-Proposal Conference. This manual will include a Medical History Form (OD-1), a Lung Examination Form (OD-2), an Extensive Heart and Limited Heart Combination Form (OD-3/OD-4), a Hearing Examination Form (OD-5), a MED-TOX Clinical Examination Form, a Public Safety Officer Examination Recap Form, an Annual TB Skin Test Result Report, an Annual Heart-Lung/Corrective Action Response Form, a Patient Information Form, a Health Status Report, an OSHA Respiratory Questionnaire and Clearance Letter, etc.

- 5.1 Documentation of physical examination findings can be important in future workers' compensation proceedings and in evaluating whether any subsequent abnormal findings are related to a preexisting condition. The COUNTY will rely on the CONTRACTOR to clearly document abnormal physical examination findings discovered during the pre-employment medical examination.
- 5.2 Documentation of the medical decision making process is critical. The CONTRACTOR must maintain clear, accurate and retrievable written records regarding the evaluative steps, which were taken in problem cases after the initial medical evaluation was performed. For persons with complex problems, the examining physician should document the basis or rationale for subsequent placement recommendations and decisions.
- 5.3 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination, and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis. In emergency situations, a telephone call shall be made within twenty-four (24) hours of the examination. Pursuant to NRS 617.457.10, the examining physician will report in writing any predisposing conditions that may affect employee's benefits or position.

#### **A6 MEDICAL CONSULTATION:**

The Primary Physician shall provide medical consultation for the purposes of special medical interpretation of reports and "return to work" slips provided to the COUNTY by other medical

practitioners. It is sometimes necessary that this be accomplished through telephone consultation or facsimile. The Primary Physician shall also be required to perform specialized medical evaluations of those employees whose physical abilities to perform certain job functions may be questionable (fitness for duty examinations, back to work examinations). Such evaluations will be in accordance with the medical guidelines established for the classification. Consultations that may also be requested by the COUNTY include case reviews, case intervention with patient's treating physician or coordination with other consultants performing services for the COUNTY. The Primary Physician shall assist the COUNTY in identifying job modifications or work restrictions for COUNTY employees when necessary.

- 6.1 The COUNTY may require the Primary Physician to provide information to or testify before screening panels or commissions or other administrative bodies regarding specific cases such as medical appeals, reasonable accommodation, and other occupational medical issues.
- 6.2 The COUNTY requires the Primary Physician to refer any employee who does not pass the Heart/Lung portion(s) of the exam to the COUNTY's Risk Management Division within twenty-four (24) hours.

#### **A7 PHYSICAL EXAMINATION REQUIREMENTS FOR EXISTING EMPLOYEES**

Annual physical examinations shall be conducted in accordance with the provisions of NRS 617.455 and NRS 617.457 and NAC Chapter 617.

It is preferred that an Occupational Physician perform the Heart/Lung exams also in accordance with NRS 617.455 and NRS 617.457. Occupational and contagious diseases applying to law enforcement are outlined in NRS 617.450, NRS 617.481, NRS 617.485, and NRS 617.487

- 7.1 The following describes the services required for each physical examination panel.

- 7.1.1 Panel I - Employees under the age of forty (40) with less than five (5) years' service, required annually:

- 7.1.1.1 Physical examination and vital signs
- 7.1.1.2 Spirometry - Pulmonary Function Test
- 7.1.1.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.1.4 Urinalysis
- 7.1.1.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.1.6 Audiogram with interpretation (including annual reporting)
- 7.1.1.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
- 7.1.1.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.1.9 Heart-lung medical review letter – if needed
- 7.1.1.10 Blood pressure monitoring
- 7.1.1.11 Body Mass Index
- 7.1.1.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.1.13 Hepatitis C (screen antibody)

- 7.1.2 Panel II - Employees with more than five (5) years of service, required annually until age forty (40):

- 7.1.2.1 Physical examination and vital signs
- 7.1.2.2 Spirometry – Pulmonary Function Test
- 7.1.2.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.2.4 Urinalysis



- 7.1.2.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
  - 7.1.2.6 Audiogram with interpretation (including annual reporting)
  - 7.1.2.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
  - 7.1.2.8 Vision screening (Bailey-Lovie Wall Chart)
  - 7.1.2.9 Heart-lung medical review letter – if needed
  - 7.1.2.10 Blood pressure monitoring
  - 7.1.2.11 Body Mass Index
  - 7.1.2.12 Percent body fat by electrical impedance test or other approved medical procedure
  - 7.1.2.13 Hepatitis C (screen antibody)
  - 7.1.2.14 **Resting EKG unless contradiction may require a Stress Treadmill**
- 7.1.3 Panel III – Employees over the age of forty (40) with more than five (5) years of service require a basic physical with a **Chest X-ray and a Stress Treadmill EKG every year.**
- 7.1.3.1 Physical examination and vital signs
  - 7.1.3.2 Spirometry – Pulmonary Function Test
  - 7.1.3.3 TB Skin Test or Quantiferon-Gold TB Test
  - 7.1.3.4 Urinalysis
  - 7.1.3.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
  - 7.1.3.6 Audiogram with interpretation (including annual reporting)
  - 7.1.3.7 Two (2) View Chest X-ray interpreted by a Radiologist – required every year
  - 7.1.3.8 Vision screening (Bailey-Lovie Wall Chart)
  - 7.1.3.9 Heart-lung medical review letter – if needed
  - 7.1.3.10 Blood pressure monitoring
  - 7.1.3.11 Body Mass Index
  - 7.1.3.12 Percent body fat by electrical impedance test or other approved medical procedure
  - 7.1.3.13 Hepatitis C (screen antibody)
  - 7.1.3.14 **Stress Treadmill EKG (read by Physician)**
- 7.2 As discussed in NRS 617.485.3(b), the CONTRACTOR shall administer Hepatitis A and B vaccinations to all designated employees.

## **ATTACHMENT "B"**

### **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR MEDICAL PHYSICALS**

#### **INDEMNIFICATION AGREEMENT**

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any negligent act, omission, or failure to act, on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

#### **GENERAL REQUIREMENTS**

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability Insurance as described below. The cost of such insurance shall be borne by CONTRACTOR. CONTRACTOR may be required to purchase Professional Liability coverage based upon the nature of the service agreement.

#### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

If CONTRACTOR or Subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, Subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

### **MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per claim for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$5,000,000 per claim and as an annual aggregate.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as Respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

## ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

## VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY before work commences.** COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

## SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.



**ATTACHMENT "C"**  
**FEE SCHEDULE**

<b>Type of Examination</b>	<b>Cost per Exam</b>
Pre-Employment Examination with Stress Treadmill	\$ 849.00
Pre-Employment Examination without Stress Treadmill	\$ 779.00
Panel One (1) Annual Examination with Two (2) View Chest X-ray	\$ 400.00
Panel One (1) Annual Examination without Two (2) View Chest X-ray	\$ 357.00
Panel Two (2) Annual Examination with Chest X-ray without EKG	\$ 360.00
Panel Two (2) Annual Examination with Chest X-ray with EKG	\$ 400.00
Panel Two (2) Annual Examination without Chest X-ray and EKG	\$ 317.00
Panel Two (2) Annual Examination without Chest X-ray and with EKG	\$ 357.00
Panel Three (3) Annual Examination with Chest X-ray and Treadmill	\$ 485.00
Retirement Testing	\$ 395.00
Clandestine Physical	\$ 270.00

<b>Misc. Services Separate from Pre-Employment/Annual Exams</b>	<b>Cost per Test, Screen, Shot, or Hour</b>
Audiogram with Interpretation	\$ 35.00
Urine/Drug	\$ 34.00
PSA	\$ 25.00
Hepatitis A Vaccine – Two (2) shot series – cost per shot	\$ 75.00
Hepatitis B Vaccine – Three (3) shot series – cost per shot	\$ 60.00
Hepatitis A/B Combination – cost per shot	\$ 105.00
Hepatitis Titer A, B, C Blood Tests:	\$ 70.00
Hepatitis A (screen antibody)	\$ 35.00
Hepatitis B (screen antigen)	\$ 25.00
Hepatitis B (screen antibody)	\$ 25.00
Hepatitis C (screen antibody)	\$ 30.00
Hepatitis Panel A, B, C (Hepatitis Profile Infection A,B,C and Immunity to A & B)	\$ 80.00
Travel time for on-site shot(s) - two (2) hours allowed per visit	\$50.00 per hour
Physical Exam and Vital Signs	\$ 100.00
Spirometry – Breathing Test	\$ 50.00
TB Skin Test	\$ 25.00
Quantiferon- Gold TB Test	\$ 80.00
Quantiferon – Blood Test	\$ 80.00
Blood Lead (Not Serum) Blood Test	\$ 150.00
Zinc Protoporphyrin (ZPP) Blood Test	\$ 60.00
Lab Tests (Chem Panel+UA+CBC+Lipid Panel)	\$ 50.00
Resting EKG	\$ 60.00
Stress Treadmill EKG (read by Physician)	\$ 185.00
Stress Treadmill EKG (read by Cardiologist)	\$ 307.00
Two (2) View Chest X-ray (Radiologist Review)	\$ 43.00
Department of Transportation Physical for CDL License (if separate from Annual Physical)	\$ 90.00
Medical Consultation - cost per hour	\$ 200.00
Testifying Fee (See Appendix A12.1) – cost per hour	\$ 200.00
OSHA Respirator Questionnaire & Clearance Letter	\$ 35.00

Basic Lifting Evaluation	\$	15.00
Physical Capacity Evaluation (conducted by PT)	\$	90.00
Prostate Specific Antigen (PSA Test)	\$	25.00
Psychological Evaluation (MMPI-2-RF	\$	295.00
Other (describe service)	See Attachment # 1	

Note: Fee Schedule service cost includes completion and return of all required medical forms and reports to the County.

# ATTACHMENT D – SUPPLEMENTARY COST

Additional Services if requested	Cos
<b>Confirmation Charges on HIV and Hepatitis (if Positive)</b>	<b>Cost</b>
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
<b>Respirator Clearance Exams</b>	<b>Cost</b>
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 40.00
Respirator Clearance Letter	\$ 10.00
<b>Department of Transportation/CDL Exams</b>	<b>Cost</b>
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
<b>Drug and Alcohol Testing</b>	<b>Cost</b>
DOT Urine Drug Screen	\$ 39.00
Non DOT Urine Drug Screen	\$ 34.00
DOT Breath Alcohol Test	\$ 25.00
Non DOT Breath Alcohol Test	\$ 25.00
Breath Alcohol Confirmation (if positive)	\$ 15.00
<b>Individual Test Pricing (Not part of Heart and Lung Physical)</b>	<b>Cost</b>
Audiometry with interpretation (air conduction or pure tone test)	\$ 35.00
Chest X-Ray (Single View)	\$ 60.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 70.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 50.00
Resting EKG	\$ 60.00
Stress EKG (Graded Exercise Test)	\$ 185.00
TB Skin Test	\$ 25.00
Nicotine Test (Cotinine Only) with Quant Levels	\$ 25.00
Per-Percent Body Fat (BMI Method)/Waist Circumference	\$ 15.00
Pulmonary Function Test	\$ 50.00
Normal Vision screening (Snellen, Far, Near)	\$ 25.00
Venipuncture	\$ 15.00
<b>Vo2 Max Testing conducted by ARC</b>	<b>Cost</b>
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Intrepretation (Saint Mary's Pulmonary)	\$ 50.00
<b>Ultrasound Screening conducted by ARC</b>	<b>Cost</b>
C.A.T. Ultrasound Bundle ( <i>Carotid, Aortic, Thyroid - Non Diagnostic</i> )	\$ 100.00
Abdominal - ( <i>Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic</i> )	\$ 100.00
Heart Ultrasound - ( <i>Non Diagnostic</i> )	\$ 100.00
<b>Audiology</b>	<b>Cost</b>
Full Comprehensive Audiology Exam and Report	\$ 200.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 150.00



# ATTACHMENT D – SUPPLEMENTARY COST

<b>Psychological Screening and Interpretation</b>	
Psychological Evaluation/Consultation/Interview - Pre-hire	\$ 295.00
Psychological Evaluation 1 (Jail/Corrections - Prehire Pysch MMPI-2)	\$ 225.00
Psychological Evaluation 2 (Police - Prehire Pysch MMPI-2)	\$ 295.00
Fitness for Duty – Non-occupational condition or potential workplace violence situation psychological interview, testing and evaluation	\$500.00 - \$750.00
Fitness for Duty – medical evaluation (situations like Officer Involved Shooting, Written Up or Put on Leave with or without Pay, Potential Psychological Condition possible harm to self or others.)	\$500.00 - \$1,300.00
LAQ Test	\$ 50.00
Hourly Rate - (Can be fractionated to actual minutes)	\$ 200.00

<b>Physical Assessment screening (Physical Therapy)</b>	<b>Cost</b>
Return to work examination	\$ 80.00
Functional Capacity Evaluation (per hour)	\$ 210.00
Musculoskeletal Evaluation	\$ 90.00
Physical Capacity Evaluation	\$ 90.00

<b>Cardiology</b>	<b>Cost</b>
Office visit- consultation	\$ 350.00
Office visit -New patient comprehensive	\$ 402.00
24 Hour Holter Monitor Tech and Professional	\$ 188.00
24 Hour Holter Monitor interpretation	\$ 60.00
ECG Monitor 24 hr w/Scan & Recording	\$ 50.00
Treadmill Stress Test	\$ 307.00
Thallium Single View w/supplies (aka - Cardiolite Stress)	\$ 1,687.00
Echocardiogram complete	\$ 549.00
Catheterize left heart	\$ 3,120.00
Left ventricular angiogram (Anesthesiologist will be extra)	\$ 210.00
Telemetry (including CPT 93288 and 93229)	\$ 800.00
Catheterize Left Heart complete* (Anesthesiologist will be extra)	\$ 3,120.00

<b>Pulmonary Referral</b>	<b>Cost</b>
New Patient Consult (reviewing ARC findings)	\$ 250.00
Established Patient Consult	\$ 175.00
Complete Pulmonary Function Test	\$ 250.00
Diffusion Study	\$ 125.00

<b>Diagnostic Imaging</b>	<b>Cost</b>
Firefighter CT (Chest and Abdomen)	\$ 756.00
2 View Chest X-Ray with B-Reader (Las Vegas only)	\$ 150.00
Mammography	\$ 300.00
PET Scan	\$ 2,675.00
CT Calcium Scoring	\$ 119.00
CT Chest with Contrast	\$ 456.00
CT Chest w/o Contrast	\$ 406.00
Coronary CTA	\$ 456.00
Echo w/Rest & CV Stress	\$ 474.00

# ATTACHMENT D – SUPPLEMENTARY COST

Specialist Billing Fee per Patient Encounter	Cost
To cover administrative, postage, processing and handling costs.	\$ 25.00

Mobile Medical Fee	
Charge for physical conducted on site (Monday - Friday 7 AM - 5 PM)	\$ 135.00
Afterhours / Holiday or Weekend Runs (per employee)	\$ 175.00

*In the event, ARC is asked to provide services that are outside the scope of normal business hours (Mon. - Fri. 7 AM to 5 PM), then ARC can charge an increased mobile fee per Officer Firefighter*

Additional Physician related services	Cost
Digital Rectal Exam / Hernia Check (Males)	\$ 15.00
Skin Cancer Screening	\$ 15.00
Expanded Physical Dictation (cost in addition to current Physical)	\$ 10.00
Expanded Physical (cost in addition to current Physical)	\$ 25.00
Ambulance Attendance Certification and Physical Bundle	\$ 115.00
Blood Pressure Check	\$ 15.00
Caliper	\$ 10.00
Hand's on Physical / Range of Motion	\$ 15.00
Sleep Study Screening - Non-Diagnostic (Take Home)	\$ 200.00

Medical Paperwork	Cost
Ambulance Attendance Certification (in conjunction with Physical)	\$ 15.00
Physical Screening Fact Sheet (in conjunction with Physical)	\$ 15.00
FBI Paperwork (in conjunction with Physical)	\$ 15.00
Calendestine Physical Paperwork (in conjunction with Physical)	\$ 15.00
POST Paperwork (inconjunction with Physical)	\$ 15.00
FEMA Nevada Task Force Paperwork (in conjunction with Physical)	\$ 15.00
14 Essential Tasks Paperwork (in conjunction with Physical)	\$ 15.00
Sleep Apnea Questionnaire (in conjunction with Physical)	\$ 15.00
Lateral Transfer (Dept. to Dept.) Physician Review and Clearance	\$ 50.00
ARC Physician Review and/or Dictation of other Physician's Exam / Testing	\$ 100.00

Additional Lab Testing	Cost
NMR Blood	\$ 95.00
HAZMAT Blood (As, Cd,Hg, Pb/Zpp)	\$ 150.00
Serum Lead & Zpp Testing	\$ 60.00
Rabies Test	\$ 40.00
Hemocult for Stool Occult Blood (Slide Instant)	\$ 10.00
Hemocult for Stool Occult Blood (Lab Analysis)	\$ 60.00
TSH	\$ 30.00
Cortisol Testing	\$ 24.00
NMP22 Bladder Check	\$ 30.00
CA-125	\$ 65.00
C-Reactive Protein, Cadiac	\$ 45.00
LP-Pla2	\$ 95.00
Anabolic Steroid Testing	\$ 150.00
Testosterone Screening	\$ 60.00



Comprehensive Medical Panel - In Office		Cost
FRC M Panel		\$ 505.89
FRC F Panel		\$ 476.94
NFPA FRC M Panel		\$ 423.24
NFPA FRC F Panel		\$ 394.19
DPS Pre Panel		\$ 580.00
DPS U40		\$ 400.00
DPS O40		\$ 482.00
V1		\$ 520.00
V2		\$ 200.00
V3		\$ 385.00
V4		\$ 470.00
TMC		\$ 485.00
TMP		\$ 614.00
NRS U40		\$ 365.00
NRS O40		\$ 450.00

NFPA 1582		Cost
SMART Paperwork		\$ 15.00
Sleep Disturbance Apnea Questionnaire		\$ 10.00
Mental Health Screening		\$ 20.00
Chap. 8 Muscular Strength, Endurance & Flexibility Evaluation		\$ 90.00