



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 7, 2022

Staff Contact: Carol Akers, Purchasing & Contracts Administrator, Sheriff Ken Furlong and Fire Chief Sean Slamon

Agenda Title: For Possible Action: Discussion and possible action regarding (1) an extension to the joinder contract for employee medical services from ARC Health & Wellness ("ARC"), through Washoe County contract (#3086-19) for Fiscal Year ("FY") 2023, (2) an increase in the annual not to exceed amount to \$95,000, and (3) authorization for the Purchasing & Contracts Administrator to execute the one-year extension for July 1, 2022 through June 30, 2023. (Carol Akers, cakers@carson.org, Sheriff Ken Furlong, kfurlong@carson.org and Fire Chief Sean Slamon, sslamon@carson.org)

Staff Summary: ARC provides the annual heart and lung physicals for the Carson City Sheriff's Office, court bailiffs and marshals, Juvenile Probation and the Carson City Fire Department. The physicals are required by NRS 617.454. The City has used services provided by ARC for a number of years; the City is very satisfied with the provider and wishes to continue to utilize their services. The physical includes, but is not limited to, laboratory testing (blood work), nicotine testing, TB skin test, audiogram, EKG, urinalysis, chest x-rays and pulmonary function testing.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Efficient Government

Previous Action

July 16, 2020 – The Board of Supervisors approved the joinder contract with ARC for an amount not to exceed \$85,000 annually, through June 30, 2022.

Background/Issues & Analysis

Due to the new pricing structure through ARC, it is anticipated the cost will increase from the previous annual amount of \$85,000. The City is requesting the annual amount of \$95,000 to allow for the increase.

Contract being utilized;

Washoe County Contract No. 3086-19

Initial Term: effective July 1, 2019 through June 30, 2022, with two additional one-year renewal options.

The first of two renewal options has been exercised by Washoe County.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115, 332.195 and 617.454

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: See attached spreadsheet.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: If approved, each department will manage their accounts and will not exceed \$95,000. See attached spreadsheet.

Alternatives

Do not approve the joinder contract and/or provide alternative direction to staff.

Attachments:

[FY 23 ARC Budget Summary.pdf](#)

[Joinder Letter 2022 Extension - Final.pdf](#)

[20300046 Executed Joinder.pdf](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Org	Obj	Org Desc	Account Desc	FY 22 as of 6/23/22	FY 23 Approved Budget
1012005	500356	SHERIFF ADMIN	EE PHYSICAL	44,047.00	\$49,000.00
1012505	500356	FIRE ADMIN	EE PHYSICAL	525.00	\$450.00
1012512	500356	FIRE OP	EE PHYSICAL	23,481.00	\$20,051.00
1012515	500356	FIRE PREVE	EE PHYSICAL	1,055.00	\$1,300.00
1012520	500356	FIRE TRAIN	EE PHYSICAL	525.00	\$1,250.00
1012545	500356	WILD LAND	EE PHYSICAL		\$2,000.00
5012525	500356	AMB EXP	EE PHYSICAL	5,079.46	\$8,400.00
5012537	500356	BLS	EE PHYSICAL	168.00	\$2,000.00
1012705	500326	JUV PROB	MEDICAL TESTING	2,614.25	\$8,160.00
1012800	500356	ALT SENTEN	EE PHYSICAL	-	\$1,000.00
1014700	500356	DST/JST CT	EE PHYSICAL	1,385.00	\$2,625.00
				78,879.71	\$96,236.00

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:  _____ 06/14/2022
Paul W. Granstrom, President 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
Under 40	\$365.00	\$480.00	\$115.00
Over 40	\$450.00	\$565.00	\$115.00
Prehire Under 40	\$415.00	\$530.00	\$115.00
Prehire Over 40	\$500.00	\$615.00	\$115.00
Mobile Fee	\$135.00	\$135.00	\$-0-

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) 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 (¹ denotes included in cost)	\$ 175.00	Heart and Lung Physical Exam (¹ denotes included in cost)	\$ 175.00
Vision Screening ¹	\$ -	Vision Screening ¹	\$ -
Medical History Form ¹	\$ -	Medical History Form ¹	\$ -
Blood Pressure Monitoring ¹	\$ -	Blood Pressure Monitoring ¹	\$ -
Urinalysis ¹	\$ -	Urinalysis ¹	\$ -
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
Total - Under 40 Heart & Lung Exam	\$ 480.00	Total - Over 40 Heart & Lung Exam	\$ 565.00

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 (¹ denotes included in cost)	\$ 175.00	Heart and Lung Physical Exam (¹ denotes included in cost)	\$ 175.00
Vision Screening ¹	\$ -	Vision Screening ¹	\$ -
Medical History Form ¹	\$ -	Medical History Form ¹	\$ -
Blood Pressure Monitoring ¹	\$ -	Blood Pressure Monitoring ¹	\$ -
Urinalysis ¹	\$ -	Urinalysis ¹	\$ -
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
Total - Under 40 Heart & Lung Exam	\$ 530.00	Total - Over 40 Heart & Lung Exam	\$ 615.00

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

Capt. Pedersen,

The team at ARC Health & Wellness is honored to serve Washoe County Sheriff's Office under contract # 3086-19 (July 1st, 2019 – June 30th, 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 1st, 2022 – June 30th, 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,

A handwritten signature in blue ink, appearing to read "Paul Granstrom".

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

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

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).

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).

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

Secondary Contact:
 Wes Granstrom
 Title: Chief Executive Officer
 Business Cell #: 775-315-5150
 Email: 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. 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. 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

Type of Examination	Cost per Exam
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

Misc. Services Separate from Pre-Employment/Annual Exams	Cost per Test, Screen, Shot, or Hour
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	Cost
Confirmation Charges on HIV and Hepatitis (if Positive)	
	Cost
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
Respirator Clearance Exams	
	Cost
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 40.00
Respirator Clearance Letter	\$ 10.00
Department of Transportation/CDL Exams	
	Cost
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
Drug and Alcohol Testing	
	Cost
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
Individual Test Pricing (Not part of Heart and Lung Physical)	
	Cost
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-Cent Body Fat (BMI Method)/Waist Circumference	\$ 15.00
Pulmonary Function Test	\$ 50.00
Normal Vision screening (Snellen, Far, Near)	\$ 25.00
Venipuncture	\$ 15.00
Vo2 Max Testing conducted by ARC	
	Cost
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Interpretation (Saint Mary's Pulmonary)	\$ 50.00
Ultrasound Screening conducted by ARC	
	Cost
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
Audiology	
	Cost
Full Comprehensive Audiology Exam and Report	\$ 200.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 150.00

ATTACHMENT D – SUPPLEMENTARY COST

Psychological Screening and Interpretation	
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

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

Cardiology	Cost
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

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

Diagnostic Imaging	Cost
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	Cost
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 <i>(cost in addition to current Physical)</i>	\$ 10.00
Expanded Physical <i>(cost in addition to current Physical)</i>	\$ 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 <i>(in conjunction with Physical)</i>	\$ 15.00
Physical Screening Fact Sheet <i>(in conjunction with Physical)</i>	\$ 15.00
FBI Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
Calendestine Physical Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
POST Paperwork <i>(inconjunction with Physical)</i>	\$ 15.00
FEMA Nevada Task Force Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
14 Essential Tasks Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
Sleep Apnea Questionnaire <i>(in conjunction with Physical)</i>	\$ 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

Agreement for Employee Medical Services

1

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



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 16, 2020

Staff Contact: Carol Akers, Sheriff Ken Furlong and Fire Chief Sean Slamon

Agenda Title: For Possible Action: Discussion and possible action regarding a joinder contract for employee medical services from ARC Health & Wellness, through Washoe County contract #3086-19 for an amount not to exceed \$85,000 annually through June 30, 2024²² (File no. 20300051²⁰³⁰⁰⁰⁴⁶), and authorization for the Purchasing and Contracts Administrator to extend the joinder contract when the Washoe County contract is renewed. (Carol Akers; CAkers@carson.org, Sheriff Ken Furlong KFurlong@carson.org, and Fire Chief Sean Slamon SSlamon@carson.org)

Staff Summary: ARC Health & Wellness provides the annual heart and lung physicals for the Carson City Sheriff's Office, court bailiffs and marshalls, and the Carson City Fire Department. The physicals are required by NRS 617.454. The City has used services provided by ARC Health & Wellness for a number of years; the City is very satisfied with the provider and wishes to continue to utilize their services. The physical includes, but is not limited to laboratory testing (blood work), nicotine testing, TB skin test, audiogram, EKG, urinalysis, chest x-rays and pulmonary function testing.

Agenda Action: Formal Action / Motion

Time Requested: Consent

Proposed Motion

I move to approve the joinder contract as presented, and to authorize the Purchasing and Contracts Administrator to extend the joinder contract if the underlying contract is renewed and the terms do not substantively change.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

Prices and services were compared against the State joinder contracts with Concentra and Nevada Occupational Health, ARC is providing the lowest pricing. ARC also has offices in both Carson City and Reno, whereas Concentra only has an office in Reno and Nevada Occupational Health only has an office in Carson City. Due to the new pricing structure through ARC, it is anticipated the cost will increase an average of 15% from the previous contract. The City is requesting the annual amount of \$85,000 to allow for the increase.

Contract being utilized;

Washoe County Contract No. 3086-19

Initial Term: effective July 1, 2019 through June 30, 2022, with two additional one-year renewal options.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115, 332.195 and 617.454

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: See attached spreadsheet.

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Each department will manage their accounts. Each fiscal year will not exceed \$85,000. See attached spreadsheet.

Alternatives

Do not approve the joinder contract and provide alternative direction to staff.

Attachments:

ARC Budget Summary.pdf

Carson City-WC Joinder Contract 3086-19.pdf

Board Action Taken:

Motion: approve

- 1) BB
- 2) LB

Aye/Nay

5/8/0

AR

(Vote Recorded By)

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

In June of 2019, Gilbert, Gaetke and Associates of Nevada, MD, LTD and ARC Health & Wellness Centers, LLC (collectively referred to as ARC Health & Wellness Centers) were awarded the **Employee Medical Services contract with Washoe County**. This Contract included a Joinder Provision whereby other local government agencies may exercise this joinder provision to obtain the Occupational Health Services stipulated in Contract # 3086-19 with the authorization ARC Health & Wellness Centers.

“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.



Contract # 3086-19
Joinder Provision Agreement

Term:

Contract Term is July 1, 2019 – June 30, 2022 with two additional one (1) year renewal options.

Pricing:

Pricing as listed on this Joinder Agreement is effective January 1, 2020 – June 30, 2024

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 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:  09/27/2019
Paul W. Granstrom, President Date

Public Entity Enacting Joinder Provision:

Carson City
Public Entity Name

Authorized Representative: Carol Akers, Purchasing & Contracts Administrator
Printed Name

BY:  6/25/20
Signature Date

New Pricing Structure under the Joinder Provision Summary

Our new pricing structure goes into effect January 1, 2020 and is valid through June 30, 2024.

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

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

NRS / NAC 617	Old Rate	New Rate	Increase Amount
Under 40	\$306.64	\$365.00	\$58.36
Over 40	\$379.39	\$450.00	\$70.61
Prehire Under 40	\$357.08	\$415.00	\$57.92
Prehire Over 40	\$429.83	\$500.00	\$70.17
Mobile Fee	\$125.00	\$135.00	\$10.00

Notable changes in pricing:

TB Testing (PPD) – was \$4.85, increased to \$25.00 (increase of \$20.15)

Comments: The cost of PPD serum skyrocketed (increased by 7x) and inventory is in short supply.

Physician Exam – was \$77.72, increased to \$100.00 (increase of \$22.28)

Comments: Increase in cost of doing business.

Two view Chest X-Ray – was \$38.80, increased to \$43.00 (increase of \$4.70)

Comments: Increase due to AB130, new regulations involving licensure.

Questions or Further Clarification needed:

If you have any questions or need further clarification, please reach to myself or Mike Poehlman (mike@archealthandwellness.com) at (775) 745-9323.

*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 (¹ denotes included in cost)	\$ 100.00	Heart and Lung Physical Exam (¹ denotes included in cost)	\$ 100.00
Vision Screening ¹	\$ -	Vision Screening ¹	\$ -
Medical History Form ¹	\$ -	Medical History Form ¹	\$ -
Blood Pressure Monitoring ¹	\$ -	Blood Pressure Monitoring ¹	\$ -
Urinalysis ¹	\$ -	Urinalysis ¹	\$ -
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	\$ 43.00	Chest X-Ray (Dual View) includes radiologist over-read	\$ 43.00
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	\$ 25.00	TB Skin Test	\$ 25.00
Total - Under 40 Heart & Lung Exam	\$ 365.00	Total - Over 40 Heart & Lung Exam	\$ 450.00

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 (¹ denotes included in cost)	\$ 100.00	Heart and Lung Physical Exam (¹ denotes included in cost)	\$ 100.00
Vision Screening ¹	\$ -	Vision Screening ¹	\$ -
Medical History Form ¹	\$ -	Medical History Form ¹	\$ -
Blood Pressure Monitoring ¹	\$ -	Blood Pressure Monitoring ¹	\$ -
Urinalysis ¹	\$ -	Urinalysis ¹	\$ -
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	\$ 43.00	Chest X-Ray (Dual View) includes radiologist over-read	\$ 43.00
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	\$ 25.00	TB Skin Test	\$ 25.00
Total - Under 40 Heart & Lung Exam	\$ 415.00	Total - Over 40 Heart & Lung Exam	\$ 500.00

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

WASHOE COUNTY REQUEST FOR PROPOSAL NO. 3086-19

MEDICAL SERVICES

The Cost Appendix "Exhibit A"



SUBMITTED BY:

**ARC HEALTH & WELLNESS CENTERS, LLC
2205 GLENDALE AVENUE, SUITE 131
SPARKS, NV 89431**

A handwritten signature in blue ink, appearing to read "Paul Granstrom", is positioned above a horizontal line.

**Paul Granstrom, President
PH: (775) 846-3413**

April 19, 2019

EXHIBIT 6

The Cost Appendix (Exhibit A) - 13.7

Exhibit A - Fee Schedule

Type of Examination	Cost per Exam	
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

Misc. Services Separate from Pre-Employment/Annual Exams	Cost per Test, Screen, Shot, or Hour	
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 I – SUPPLEMENTARY COST SCHEDULE

Additional Services if requested	Cost
Confirmation Charges on HIV and Hepatitis (if Positive)	
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
Respirator Clearance Exams	
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 40.00
Respirator Clearance Letter	\$ 10.00
Department of Transportation/CDL Exams	
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
Drug and Alcohol Testing	
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
Individual Test Pricing (Not part of Heart and Lung Physical)	
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-Cent Body Fat (BMI Method)/Waist Circumference	\$ 15.00
Pulmonary Function Test	\$ 50.00
Normal Vision screening (Snellen, Far, Near)	\$ 25.00
Venipuncture	\$ 15.00
Vo2 Max Testing conducted by ARC	
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Intrepretation (Saint Mary's Pulmonary)	\$ 50.00
Ultrasound Screening conducted by ARC	
C.A.T. Ultrasound Bundle (<i>Carotid, Aortic, Thyroid - Non Diagnostic</i>)	\$ 100.00
Abdominal - (<i>Liver, Pancreas, Gall Bladder, Kidney - Non Diagnostic</i>)	\$ 75.00
Heart Ultrasound - (<i>Non Diagnostic</i>)	\$ 75.00
Audiology	
Full Comprehensive Audiology Exam and Report	\$ 200.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 150.00

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

Psychological Screening and Interpretation	
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

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

Cardiology	Cost
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 - Cardiolute 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

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

Diagnostic Imaging	Cost
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 I – SUPPLEMENTARY COST SCHEDULE

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

Mobile Medical Fee	Cost
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 <i>(cost in addition to current Physical)</i>	\$ 10.00
Expanded Physical <i>(cost in addition to current Physical)</i>	\$ 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 <i>(inconjunction with Physical)</i>	\$ 15.00
Physical Screening Fact Sheet <i>(inconjunction with Physical)</i>	\$ 15.00
FBI Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
Calendestine Physical Paperwork <i>(in conjunction with Physical)</i>	\$ 15.00
POST Paperwork <i>(inconjunction with Physical)</i>	\$ 15.00
FEMA Nevada Task Force Paperwork <i>(inconjunction with Physical)</i>	\$ 15.00
14 Essential Tasks Paperwork <i>(inconjunction with Physical)</i>	\$ 15.00
Sleep Apnea Questionnaire <i>(inconjunction with Physical)</i>	\$ 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 BladderChek	\$ 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

ATTACHMENT I – SUPPLEMENTARY COST SCHEDULE

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

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@arhealthandwellness.com

Secondary Contact:
Wes Granstrom
Title: Chief Executive Officer
Business Cell #: 775-315-5150
Email: Wes@arhealthandwellness

- 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@arhealthandwellness.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. 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-Ischromatic 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. 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.