

**MUTUAL USE CONTRACT**

THIS Contract is made and entered into, effective as of \_\_\_\_\_, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Burroff and Associates of Nevada, MD, LTD - DBA ARC Health & Wellness Centers (the "Company") a Nevada Corporation.

**RECITALS**

WHEREAS, the Company and Washoe County (the "Originating Government Entity") have entered into that Contract dated July 24, 2024, Request for Proposal No. 3226-24 which provides for Medical Services (the "Company Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities and cooperative purchasing organizations with the authorization of the Company; and

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (three (3) pages), attached hereto and made a part hereof, and Exhibit "B" twenty-seven (31) pages the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" and Exhibit "B" in that order.
2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.
3. The Company Contract is based upon the estimated procurement figures of the Originating Government Entity or Cooperative Purchasing Organization. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Company Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Company Contract.
4. The Contract Amount shall not exceed \$800,000.00 per year.
5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. The initial term is from September 1, 2024 through and including June 30, 2027 with two (2) additional, one (1) year renewal options. For the benefit of the City, the City shall provide written notice to the Company of such option extension (s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options, The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.  
In the event that the Company's Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.
6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity or Cooperative Purchasing Organization. On the effective date of the termination, the Company shall

terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

7. Any change or modification to the Company Contract between the Company and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.
8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.
9. This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement 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.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

#### 12. City/Company Representative [CAO - 08/22/2019]

- (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.
- (b) The Company Representative for this Contract is Paul Granstrom, President [Paul@archealthandwellness.com](mailto:Paul@archealthandwellness.com). The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

#### 13. Legal Notice [CAO-4/2020]

- (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon

receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:                      Manager, Purchasing and Contracts  
495 South Main Street  
Las Vegas, NV 89101  
Fax: 702-384-9964  
Email: [purchasing@lasvegasnevada.gov](mailto:purchasing@lasvegasnevada.gov)

FOR THE SUPPLIER:                      Attn: Paul Granstrom  
Burroff and Associates of Nevada, MD, LTD -  
DBA ARC Health & Wellness Centers  
2205 Glendale Ave.  
Sparks, NV. 89431  
Cell: 775-846-3413  
Email: [paul@arhealthandwellness.com](mailto:paul@arhealthandwellness.com)

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the City or Company Representative, as appropriate.
14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-2, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.
15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065,

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS		COMPANY	
<hr/>		<div>DocuSigned by: <i>Paul Granstrom</i> 8/15/2024   4:37 PM EDT</div>	
Signature	Date	Signature	Date
<hr/>		<hr/>	
Printed Name		Paul Granstrom	
<hr/>		<hr/>	
		Printed Name	
<hr/>		<hr/>	
Title		President	
<hr/>		<hr/>	
		Title	

ATTEST:

<hr/>	<hr/>
Dr. LuAnn D. Holmes, MMC	Date
City Clerk	

APPROVED AS TO FORM:

<div>DocuSigned by: <i>James B. Lewis</i> 8/15/2024   11:36 AM PDT</div>	
<hr/>	<hr/>
Deputy City Attorney	Date

<hr/>
James B. Lewis
<hr/>
Printed Name

**EXHIBIT A - SPECIAL CONDITIONS****A-1 Invoices [CAO-9/2020]**

- (a) The Company shall timely submit a detailed invoice to the City within sixty (60) days for all services preformed. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
  - (ii) the Purchase Order number;
  - (iii) the Contract Item against which charges are made; and
  - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

**The Company shall submit the original invoice to:**

Department of Finance  
ATTN: Accounts Payable  
City of Las Vegas  
495 South Main Street, 4<sup>th</sup> Floor  
Las Vegas, NV 89101 – 2986

- (c) A duplicate copy of the invoice is to be sent to the City's designated representative at [tdressler@lasvegasnevada.gov](mailto:tdressler@lasvegasnevada.gov).
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

**A-2 Insurance [CAO-3/31/2022]**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
  - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on

either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.

The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

### **A-3 Indemnification [CAO-4/2020]**

- (a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants

(collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

#### **A-4 Audit of Records [CAO-5/2/12]**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

**EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS****LIST OF DOCUMENTS**

<b><u>Section</u></b>	<b><u># Pages</u></b>
Agreement for Employee Medical Services	8
Attachment A Required Medical Services	5
Attachment B Insurance, Hold Harmless and Indemnification Requirements For Medical Services Washoe County Personnel	3
Exhibit C Joinder Provision of Washoe County's Medical Services Contract # 3226-24	14

## **AGREEMENT FOR EMPLOYEE MEDICAL SERVICES**

**THIS AGREEMENT** is made between the County of Washoe (hereinafter referred to as COUNTY) and Burroff and Associates, LTD d/b/a ARC Health & Wellness (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 289.11 O.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(6).
- 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, 2024, through June 30, 2027, 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 of 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 OUTCLAUSE**

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:

**CONTRACTOR**

Burroff and Associates, LTD d/b/a ARC Health and Wellness  
Attn: Paul Granstrom  
1855 N. McCarran Blvd.  
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 have executed this Agreement in their official capacities with legal authority to do so.

**SIGNATURES**

**VENDOR:**

By:   
Title: President  
Date: 6/6/2024

**COUNTY:**

By: **Mark Stewart** Digitally signed by Mark Stewart  
Date: 2024.07.24 08:43:12 -0700  
Title: Purchasing and Contracts Manager  
Date: \_\_\_\_\_

## **ATTACHMENT "A"** **REQUIRED MEDICAL SERVICES**

### **AI 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 audiologic 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. Titmus and Ortho-Rater devices do not meet the NAS-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. 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.

#### **AS 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 U - 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.**

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# **ATTACHMENT “B”**

## **INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR MEDICAL SERVICES WASHOE COUNTY PERSONNEL**

### **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.

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**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: N/A combined single limit per claim for bodily injury and property damage. No aggregate limits may apply.
3. Professional Liability: \$1,000,000 per claim and \$3,000,000 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.

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**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.



## Joinder Provision of Washoe County's Medical Services Contract # 3226-24

In June of 2024, Burroff and Associates of Nevada, MD, LTD and ARC Health & Wellness Centers, LLC (collectively referred to as ARC Health & Wellness Centers) will receive a new **three (3) year contract** for the NRS/NAC 617 mandated examinations under Contract # 3226-24. We anticipate not needing an additional price increases through June 30th, 2027. They have the ability to extend for two (2) one year terms if they elect, however prices may be subject to change if they wish to extend.

**“Joinder Provision”** of Washoe County's - Medical Services Contract # 3226-24

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Section B1

### **B28 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 one (1) services in the contract that effects the overall cost of the examination. Please see New Pricing Structure on Page 3**



**Contract # 3226-24**  
**Joinder Provision Agreement**

**Term:**

Contract Term is July 1, 2024 – June 30, 2027, with two (2) additional one (1) year renewal options.

**Pricing:**

Pricing as listed on this Joinder Agreement is effective July 1, 2024– June 30, 2027

**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:  06/3/2024  
Paul W. Granstrom, President Date

**Public Entity Enacting Joinder Provision:**

City of Las Vegas  
\_\_\_\_\_  
*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, 2024 and is valid through June 30, 2027.*

We are honored to continue to serve your Public Entity for the next term 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 structured.

NRS / NAC 617	Old Rate	New Rate	Increase Amount
Under 40	\$480.00	\$580.00	<b>\$100.00</b>
Over 40	\$565.00	\$665.00	<b>\$100.00</b>
Prehire Under 40	\$514.00	\$614.00	<b>\$100.00</b>
Prehire Over 40	\$599.00	\$699.00	<b>\$100.00</b>
Mobile Fee	\$135.00	\$135.00	<b>\$-0-</b>

#### **One change to service pricing effecting the overall cost of the exam:**

**Lab Testing – to simplify the process of locking in the prices for the next three years. We have added a total increase of \$100.00 per member, per year and bundled it under the Lab Pricing. This will help us to maintain the high level of customer satisfaction and maintaining this service level.**

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*Questions or Further Clarification needed:*

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

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

Sincerely,

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

Paul Granstrom  
President  
ARC Health & Wellness

Attachment 1 - Cost Summary - 2024



# General Heart & Lung Examination

Under 40 - General Heart/Lung Exam (conducted at ARC Office)		COST
Heart and Lung Physical Exam (' denotes included in cost)		\$ 175.00
Vision Screening <sup>1</sup>		\$ -
Medical History Form <sup>1</sup>		\$ -
Blood Pressure Monitoring <sup>1</sup>		\$ -
Urinalysis <sup>1</sup>		\$ -
Written Report to Agency and Employee <sup>1</sup>		\$ -
Physician's Report of Results Form & OD Forms		\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)		\$ 25.00
Hepatitis C Screening* Add confirmation if positive		\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read		\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)		\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference		\$ 7.00
Resting EKG		\$ 40.00
Pulmonary Function Test		\$ 40.00
TB Skin Test		\$ 40.00
<b>Total - Under 40 Heart/Lung Exam (conducted at ARC Location)</b>		<b>\$ 580.00</b>

*Under 40 includes the Resting EKG*

Optional Tests / Letter

OSHA Respirator Questionnaire / Clearance Letter	\$ 10.00
CDL Paperwork* (in conjunction with Heart and Lung Physical)	\$ 45.00

Over 40 - General Heart/Lung Exam (conducted at ARC Office)		COST
Heart and Lung Physical Exam (' denotes included in cost)		\$ 175.00
Vision Screening <sup>1</sup>		\$ -
Medical History Form <sup>1</sup>		\$ -
Blood Pressure Monitoring <sup>1</sup>		\$ -
Urinalysis <sup>1</sup>		\$ -
Written Report to Agency and Employee <sup>1</sup>		\$ -
Physician's Report of Results Form & OD Forms		\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)		\$ 25.00
Hepatitis C Screening* Add confirmation if positive		\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read		\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)		\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference		\$ 7.00
Stress EKG		\$ 125.00
Pulmonary Function Test		\$ 40.00
TB Skin Test		\$ 40.00
<b>Total - Over 40 Heart/Lung Exam (conducted at ARC Location)</b>		<b>\$ 665.00</b>

*Over 40 includes the Stress EKG*

Confirmation Charges on Hepatitis Positive

Hep A - Hep A IgM	\$ 36.86
Hep B Ag - Neutralization Assay	\$ 175.00
Hep C - HCV RIBA	\$ 386.00

Attachment 1 - Cost Summary - 2024



# Prehire Heart & Lung Examination

Under 40 - Prehire Heart/Lung Exam (conducted at ARC Office) COST	
Heart and Lung Physical Exam (' denotes included in cost)	\$ 175.00
Vision Screening <sup>1</sup>	\$ -
Medical History Form <sup>1</sup>	\$ -
Blood Pressure Monitoring <sup>1</sup>	\$ -
Urinalysis <sup>1</sup>	\$ -
Written Report to Agency and Employee <sup>1</sup>	\$ -
Physician's Report of Results Form & OD Forms	\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00
Hepatitis Profile Screening (Hep A,B,C)	\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference	\$ 7.00
Stress EKG	\$ 125.00
Pulmonary Function Test	\$ 40.00
Non-DOT Urine Drug Screen	\$ 34.00
TB Skin Test	\$ 40.00
<b>Total - Under 40 Heart/Lung Exam (conducted at ARC Location)</b>	<b>\$ 614.00</b>

Under 40 includes the Resting EKG

## Optional Tests / Letter

OSHA Respirator Questionnaire / Clearance Letter	\$ 10.00
CDL Paperwork* (in conjunction with Heart and Lung Physical)	\$ 45.00
POST Paperwork	\$ 15.00
Musculoskeletal Evaluation	\$ 125.00

Over 40 - Prehire Heart/Lung Exam (conducted at ARC Office) COST	
Heart and Lung Physical Exam (' denotes included in cost)	\$ 175.00
Vision Screening <sup>1</sup>	\$ -
Medical History Form <sup>1</sup>	\$ -
Blood Pressure Monitoring <sup>1</sup>	\$ -
Urinalysis <sup>1</sup>	\$ -
Written Report to Agency and Employee <sup>1</sup>	\$ -
Physician's Report of Results Form & OD Forms	\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)	\$ 25.00
Hepatitis Profile Screening (Hep A,B,C)	\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference	\$ 7.00
Stress EKG	\$ 125.00
Pulmonary Function Test	\$ 40.00
Non-DOT Urine Drug Screen	\$ 34.00
TB Skin Test	\$ 40.00
<b>Total - Over 40 Heart/Lung Exam (conducted at ARC Location)</b>	<b>\$ 699.00</b>

Over 40 includes the Stress EKG

<b>Confirmation Charges on Hepatitis Positive</b>	
Hep A - Hep A IgM	\$ 36.86
Hep B Ag - Neutralization Assay	\$ 175.00
Hep C - HCV RIBA	\$ 386.00

Attachment 1 - Cost Summary - 2024

## General Heart & Lung Examination



Under 40 - General Heart/Lung Exam (conducted via Mobile)		COST
Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)		\$ 175.00
Vision Screening <sup>1</sup>		\$ -
Medical History Form <sup>1</sup>		\$ -
Blood Pressure Monitoring <sup>1</sup>		\$ -
Urinalysis <sup>1</sup>		\$ -
Written Report to Agency and Employee <sup>1</sup>		\$ -
Physician's Report of Results Form & OD Forms		\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)		\$ 25.00
Hepatitis C Screening* Add confirmation if positive		\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read		\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)		\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference		\$ 7.00
Resting EKG		\$ 40.00
Pulmonary Function Test		\$ 40.00
TB Skin Test		\$ 40.00
<b>Mobile Fee</b>		<b>\$ 135.00</b>
<b>Total - Under 40 Heart/Lung Exam (conducted via Mobile)</b>		<b>\$ 715.00</b>

Under 40 includes the Resting EKG

Under 40 includes the Resting EKG

### Optional Tests / Letter

OSHA Respirator Questionnaire / Clearance Letter	\$ 10.00
CDL Paperwork* (in conjunction with Heart and Lung Physical)	\$ 45.00

### Confirmation Charges on Hepatitis Positive

Hep A – Hep A IgM	\$ 36.86
Hep B Ag – Neutralization Assay	\$ 175.00
Hep C – HCV RIBA	\$ 386.00

Over 40 includes the Stress EKG

Over 40 - General Heart/Lung Exam (conducted via Mobile)		COST
Heart and Lung Physical Exam ( <sup>1</sup> denotes included in cost)		\$ 175.00
Vision Screening <sup>1</sup>		\$ -
Medical History Form <sup>1</sup>		\$ -
Blood Pressure Monitoring <sup>1</sup>		\$ -
Urinalysis <sup>1</sup>		\$ -
Written Report to Agency and Employee <sup>1</sup>		\$ -
Physician's Report of Results Form & OD Forms		\$ 15.00
Audiometry with interpretation (air conduction or pure tone test)		\$ 25.00
Hepatitis C Screening* Add confirmation if positive		\$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read		\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)		\$ 140.00
Per-Cent Body Fat (BMI Method) / Waist Circumference		\$ 7.00
Stress EKG		\$ 125.00
Pulmonary Function Test		\$ 40.00
TB Skin Test		\$ 40.00
<b>Mobile Medical Fee</b>		<b>\$ 135.00</b>
<b>Total - Over 40 Heart/Lung Exam (conducted via Mobile)</b>		<b>\$ 800.00</b>

Over 40 includes the Stress EKG

**Attachment 1 - Volunteer Fire Panels - 2024**

<b>Volunteer Fire Panels</b>				
<i>AB 153 - Volunteer Panels with Pricing</i>				
V1 Volunteer New Recruit	V2 Volunteer Non-Physical Year	V3 Volunteer Vested (under 50)	V4 Volunteer Vested (50 and over)	
Prehire	Years 1 - 2, and non V3 years (4,5,7,8,10,11...) ***Mini Physical***	Commencement of Coverage - Year 3 & every 3 years until 50	Age 50 and every even numbered birth year (52,54,56...)	
\$ 140.00		\$ 140.00	\$ 140.00	
\$ 80.00				
		\$ 30.00	\$ 30.00	
\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	
\$ 25.00		\$ 25.00	\$ 25.00	
\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	
\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	
\$ -	\$ -	\$ -	\$ -	
\$ 7.00		\$ 7.00	\$ 7.00	
\$ -	\$ -	\$ -	\$ -	
\$ 68.00		\$ 68.00	\$ 68.00	
		\$ 40.00		
\$ 125.00			\$ 125.00	
\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	
\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
<b>\$ 735.00</b>	<b>\$ 290.00</b>	<b>\$ 600.00</b>	<b>\$ 685.00</b>	
<b>PANEL PRICES</b>				
<b>Mobile Medical Fee = \$135.00 per exam</b>				



**Washoe County**  
**Request for Proposal # 3226-24**  
**Medical Services – Washoe County Personnel**

**COST PROPOSAL**

**TABLE OF CONTENTS**

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## **ATTACHMENT B – FEE SCHEDULE**

### **Type of Examination**

Pre-Employment Examination with Stress Treadmill  
Pre-Employment Examination without Stress Treadmill  
Panel One (1) Annual Examination with Two (2) View Chest X-ray  
Panel One (1) Annual Examination without Two (2) View Chest X-ray  
Panel Two (2) Annual Examination with Chest X-ray without EKG  
Panel Two (2) Annual Examination with Chest X-ray with EKG  
Panel Two (2) Annual Examination without Chest X-ray and EKG  
Panel Two (2) Annual Examination without Chest X-ray and with EKG  
Panel Three (3) Annual Examination with Chest X-ray and Treadmill  
Retirement Testing  
Clandestine Physical

### **Cost per Exam**

\$	1,084.00
\$	999.00
\$	645.00
\$	577.00
\$	605.00
\$	645.00
\$	537.00
\$	577.00
\$	730.00
\$	495.00
\$	515.00

### **Misc. Services Separate from Pre-Employment/Annual Exams**

Audiogram with Interpretation  
Urine/Drug  
PSA  
Hepatitis A Vaccine – Two (2) shot series – cost per shot  
Hepatitis B Vaccine – Three (3) shot series – cost per shot  
Hepatitis A/B Combination – cost per shot  
Hepatitis Titer A, B, C Blood Tests:  
    Hepatitis A (screen antibody)  
    Hepatitis B (screen antigen)  
    Hepatitis B (screen antibody)  
    Hepatitis C (screen antibody)  
    Hepatitis Panel A, B, C  
Travel time for on-site shot(s) - two (2) hours allowed per visit  
Physical Exam and Vital Signs  
Spirometry – Breathing Test  
TB Skin Test  
Quantiferon- Gold TB Test  
Quantiferon – Blood Test  
Blood Lead (Not Serum) Blood Test  
Zinc Protoporphyrin (ZPP) Blood Test  
Lab Tests (Chem Panel+UA+CBC+Lipid Panel)  
Resting EKG  
Stress Treadmill EKG (read by Physician)  
Stress Treadmill EKG (read by Cardiologist)  
Two (2) View Chest X-ray (Radiologist Review)  
Department of Transportation Physical for CDL License (if separate from Annual Physical)  
Medical Consultation - cost per hour

\$	25.00
\$	34.00
\$	25.00
\$	75.00
\$	60.00
\$	105.00
\$	80.00
\$	35.00
\$	25.00
\$	25.00
\$	30.00
\$	80.00
\$	50.00 per hour
\$	175.00
\$	50.00
\$	40.00
\$	80.00
\$	80.00
\$	150.00
\$	60.00
\$	150.00
\$	60.00
\$	185.00
\$	307.00
\$	68.00
\$	100.00
\$	200.00

Testifying Fee (See A12.1) – cost per hour  
 OSHA Respirator Questionnaire & Clearance Letter  
 Basic Lifting Evaluation  
 Physical Capacity Evaluation (conducted by PT)  
 Prostate Specific Antigen (PSA Test)  
 Psychological Evaluation (MMPI-2-RF)  
 Other (describe service)

\$	200.00
\$	35.00
\$	15.00
\$	125.00
\$	25.00
\$	350.00
See Attachment # 1	

# ATTACHMENT 1– SUPPLEMENTARY COST SCHEDULE

Additional Services if requested	Cost
<b>Confirmation Charges on HIV and Hepatitis (if Positive)</b>	<b>Cost</b>
Hep A - Hep A IgM	\$ 40.00
Hep B Ag - Neutralization Assay	\$ 175.00
HIV 1/2 Differentiation	\$ 70.00
HCV Verification	\$ 386.00
<b>Respirator Clearance Exams</b>	<b>Cost</b>
Respiratory Fit Test (Quantitative or Qualitative)	\$ 30.00
OSHA Respirator Questionnaire	\$ 25.00
Pulmonary Function Test	\$ 50.00
Respirator Clearance Letter	\$ 10.00
<b>Department of Transportation/CDL Exams</b>	<b>Cost</b>
DOT Examinations	\$ 45.00
DOT Paperwork	\$ 45.00
<b>Drug and Alcohol Testing</b>	<b>Cost</b>
DOT Urine Drug Screen	\$ 39.00
Non DOT Urine Drug Screen	\$ 34.00
DOT Breath Alcohol Test	\$ 25.00
Non DOT Breath Alcohol Test	\$ 25.00
Breath Alcohol Confirmation (if positive)	\$ 15.00
<b>Individual Test Pricing (Not part of Heart and Lung Physical)</b>	<b>Cost</b>
Audiometry with interpretation (air conduction or puretone test)	\$ 35.00
Chest X-Ray (Single View)	\$ 68.00
Chest X-Ray (Dual View) includes radiologist over-read	\$ 68.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	\$ 50.00
Resting EKG	\$ 60.00
Stress EKG (Graded Exercise Test)	\$ 185.00
TB Skin Test	\$ 40.00
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
<b>Vo2 Max Testing conducted by ARC</b>	<b>Cost</b>
Cardio Pulmonary Exercise Test - Vo2 Max - Cardiopulmonary Stress Test	\$ 350.00
Vo2 Max Pulmonary Intrepretation (Saint Mary's Pulmonary)	\$ 50.00
<b>Ultrasound Screening conducted by ARC</b>	<b>Cost</b>
Ultrasound Bundle ( <i>Carotid, Aortic Aneurysm, Thyroid, Kidney, Liver, Spleen, Pancreas, Gall Bladder, Testicular, External Prostate - Non Diagnostic Screening</i> )	\$ 200.00
Echo-cardiogram Heart Ultrasound - ( <i>Non Diagnostic</i> )	\$ 100.00
<b>Audiology</b>	<b>Cost</b>
Full Comprehensive Audiology Exam and Report	\$ 250.00
Cerumen Removal (Ear Lavage)	\$ 75.00
Office Visit	\$ 200.00

# ATTACHMENT 1 – SUPPLEMENTARY COST SCHEDULE

Psychological Screening and Interpretation	
Psychological Evaluation/Consultation/Interview - Pre-hire	\$ 350.00
Psychological Evaluation 1 (Jail/Corrections - Prehire Pysch MMPI-2)	\$ 350.00
Psychological Evaluation 2 (Police - Prehire Pysch MMPI-2)	\$ 350.00
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)	
Return to work examination	\$ 80.00
Functional Capacity Evaluation (per hour)	\$ 210.00
Musculoskeletal Evaluation	\$ 125.00
Physical Capacity Evaluation	\$ 125.00

Cardiology	
Office visit- consultation	\$ 350.00
Office visit -New patient comprehensive	\$ 402.00
24 Hour Holter Monitor Tech and Professional	\$ 1,050.00
24 Hour Holter Monitor interpretation	\$ 600.00
ECG Monitor 24 hr w/Scan & Recording	\$ 350.00
Treadmill Stress Test	\$ 307.00
Thallium Single View w/supplies (aka - Cardiolite Stress)	\$ 1,950.00
Echocardiogram complete	\$ 800.00
Catheterize left heart	\$ 5,000.00
Left ventricular angiogram (Anesthesiologist will be extra)	\$ 750.00
Telemetry (including CPT 93288 and 93229)	\$ 1,100.00
Catheterize Left Heart complete* (Anesthesiologist will be extra)	\$ 5,000.00

Pulmonary Referral	
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	
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	\$ 150.00
CT Chest with Contrast	\$ 500.00
CT Chest w/o Contrast	\$ 600.00
Coronary CTA	\$ 700.00
Echo w/Rest & CV Stress	\$ 1,200.00

# ATTACHMENT 1 – SUPPLEMENTARY COST SCHEDULE

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

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

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

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

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

Additional Lab Testing	Cost
NMR Blood	\$ 95.00
HAZMAT Blood (As, Cd,Hg, Pb/Zpp)	\$ 150.00
Serum Lead & Zpp Testing	\$ 60.00
Rabies Test	\$ 40.00
Hemocult for Stool Occult Blood (Slide Instant)	\$ 10.00
Hemocult for Stool Occult Blood (Lab Analysis)	\$ 60.00
TSH	\$ 30.00
Cortisol Testing	\$ 24.00
NMP22 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 1 – SUPPLEMENTARY COST SCHEDULE

<b>Comprehensive Medical Panel - In Office</b>	<b>Cost</b>
FRC M Panel	\$ 871.89
FRC F Panel	\$ 842.84
NFPA FRC M Panel	\$ 823.24
NFPA FRC F Panel	\$ 794.19
DPS Pre Panel	\$ 614.00
DPS U40	\$ 580.00
DPS O40	\$ 685.00
V1	\$ 735.00
V2	\$ 290.00
V3	\$ 600.00
V4	\$ 685.00
TMC	\$ 890.00
TMP	\$ 854.00
NRS U40	\$ 580.00
NRS O40	\$ 665.00

<b>NFPA 1582</b>	<b>Cost</b>
SMART Paperwork	\$ 15.00
Sleep Disturbance Apnea Questionnaire	\$ 10.00
Mental Health Screening	\$ 200.00
Chap. 8 Muscular Strength, Endurance & Flexibility Evaluation	\$ 90.00