

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Administration, Division of Risk Management
Address:	209 E. Musser Street, Room 304
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Contracts Unit
Phone:	775-684-0273
Email:	ASDContractsGrnp@admin.nv.gov

Public Entity #2:	White Pine County Hospital District dba William Bee Ririe Hospital
Address:	1500 Avenue H
City, State, Zip Code:	Ely, Nevada 89301
Contact:	Edwin Szewczyk
Phone:	775-289-3001 X277
Email:	eszewczyk@wbrhely.org

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Approval of the Board of Examiners	To:	March 31, 2024
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$225,000	per	Fiscal year
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Total Contract or installments payable at:	Upon review and acceptance by the State, payments for invoices are normally made within 45- 60 days of receipt, providing all required information, documents and/or attachments have been received.
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Total Contract Not to Exceed:	\$900,000
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:

23002

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Mandy Hager
Public Entity #1 Authorized Signature

4/2/2020
Date

Administrator/Risk Manager
Title

[Signature]
Public Entity #2 Authorized Signature

3/28/2020
Date

CFO
Title

[Signature]
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

5.12.2020
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On:

Date

CETS #:

23002

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Public Entity #1 Authorized Signature

Date

Title

Public Entity #2 Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On:

Date

Approved as to form by:



Deputy Attorney General for Attorney General

On:

4/20/

Date

ATTACHMENT “A”
SCOPE OF WORK and DELIVERABLES

Scope of Services

The Department of Administration, Risk Management Division, is seeking a sole source provider for the following purpose: Provision of Occupational Health Services to State of Nevada employees in Ely, Nevada and the surrounding area. Primary services include: Annual physical exams for police officers and firefighters, cardiac, pulmonary, audiology consultations/evaluations, hepatitis inoculations and screening.

The following agencies will utilize the primary services: Department of Corrections, Nevada Division of Forestry, Nevada Division of Investigation, Division of Parole and Probation, Department of Wildlife, State Parks, Nevada Highway Patrol, Risk Management Division, and Department of Motor Vehicles. See *Attachment M, Panel Exams* for a complete list of components required to complete a physical exam. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this Request; however, they are not required to do so. Purchase of services offered through a resultant contract will be at the sole discretion of the individual entities and cannot be guaranteed by the Risk Management Division.

Additional occupational health services to any State agency upon request may include: pre-placement medical exams, physical assessment testing, CDL exams (in conjunction with annual physical and independent from annual exams), Respiratory Compliance exams, blood borne pathogen post exposure services, and miscellaneous occupational health services as identified during the course of the contract. The Risk Management Division representative will identify additional agencies and notify the vendors in writing when a decision is made to include them under the scope of the contract services.

The Risk Management Division of the State of Nevada is responsible to oversee, coordinate and monitor provision of services and agency participation in utilization of services for the State. Each individual State agency is responsible to schedule services, establish protocols and optional services, respond to fitness for duty issues, and ensure employee compliance with participation in the services. They are also responsible to pay vendors directly.

The Risk Management Division will administer the contract resulting from this sole solicitation. Requested services may vary from projections if budgetary allocations are not available for the full scope of services.

The State does not guarantee a minimum volume of service.

Physical Exams – Must be performed by a physician. A Nurse Practitioner (ARNP) or Physician's Assistant (PA) is not considered a physician under this contract. Administration of annual physical exams for police/firemen must be in accordance with NRS 617.455, 457 and NAC 617.010- 617.100.

The purpose of these exams is:

- Early identification of pre-disposing health conditions/factors that contribute to the development of heart or lung disease and hearing loss.
- Provision of medical instructions to employees to assist in the correction of identified pre-disposing health conditions/factors and actions needed to prevent the development of these diseases.
- Establishment of legal documentation to either support or contest workers' compensation claims for these diseases.
- Communicate the presence of significant medical conditions identified during the exam that would affect an employee's fitness for duty.
- Pre-hire medical analysis for The Department of Corrections employees and other agencies upon request.

Components of Exams

The basic standard components included in the physical exams are identified in Section Standard Components of Physical Exams and must be provided in minor variations identified as one (1) of five (5) separate Panel Exams listed in *Attachment M, Panel Exams*, most of the Panel Exams will be Panel 3. These exams will be identified and requested by each agency for each individual employee based on length of service, and individual agency policy.

- When abnormalities are detected during the exam that are potentially indicative of the presence of heart disease, lung disease, cancer in firefighters or hearing loss, the physical exam must be carried through until a diagnosis is confirmed or ruled out. Employees must be referred to their own personal physician for follow-up of all other pre-disposing health conditions that lead to heart disease, lung disease or hearing loss or other identified health conditions.

Standard Components of Physical Exams

- Audiometry with interpretation-identify air conduction or pure tone test (Panels 1-5);
- Blood Pressure Monitoring (Panels 1, 3, 4, 5);
- Chest X-Ray (1 view for Panels 1, 4, 5) radiologist over-read. (2 View for Panel 3) radiologist over-read;
- Coronary Risk II (CBC+ Chem Panel + HDL + LDL) (Panels 1, 3, 5);

- Per-Cent Body Fat (BMI Method) and Waist Circumference (Panels 1-5);
- Pulmonary Function Test (Spirometry) (Panels 1 – 5);
- Resting EKG (Panels 1, 2, 4, 5);
- Stress EKG – Standard Bruce Protocol (Panel 3 or as otherwise determined by physician when employee presents with medical condition or other test results during the completion of a Panel 1 exam indicating that this test may be needed to evaluate health/medical status or fitness for duty; or if the employee is 40 years or older);
- T B Skin Test (Panel 1, 3, 5) one-step. Two step for baseline exams and converters. Exception: Department of Corrections conducts their own TB tests except for pre-placement exams. Pre-placement NDOC exams require a two-step test;
- Hepatitis profile screen (Panel 1, 3, 5), Screen for Hep C, only screen for Hep A and B if employee not vaccinated;
- Hepatitis A and B vaccinations if negative (Panel 1 or if requested by employer);
- Nicotine test (Cotinine Only);
- Urinalysis (Panels 1, 3, 5);
- Heart and Lung Physical Exam (Panel 1, 3, 5);
- Lung Exam (Panel 4) Department of Corrections only.
- Vision screening (Panels 1 - 5).

Standard Forms for Physical Exams

- State of Nevada *Attachment K, Medical History Form* (Panels 1, 3, 5).
- *Attachment J, Heart and Lung Physical Examination*
- State of Nevada Report of Results (Panels 1 – 5) must be submitted through Risk Management's *Origami System*.

Stress EKG Tests

- Must be performed by a physician or technician appropriately certified by the American College of Sports Medicine or other certification authority.
- A defibrillator or other appropriate emergency equipment must be available within one minute.
- A (Standard Bruce Protocol) must be utilized, unless otherwise agreed to by the physician, agency representative and Risk Management representative. A baseline of 10.1 Metabolic Equivalent Task (METS) at Stage 3 (3.4 mph at a 14% grade) must be achieved to consistently evaluate the employee's cardiovascular status. It has been determined that the peak physical demands of a police officer or fireman's job duties require between 14 to 16 Mets for effective performance. The physician performing the test must not consider the test completed and stop it automatically when the 10.1 MET level is achieved. Employees should be encouraged to achieve maximum/safe MET level consistent with peak physical demands when safe to do so.

Cardiology/pulmonology/audiology consultations; additional diagnostic testing

- When abnormalities are found in the EKG exams, chest X-rays, pulmonary function tests or hearing tests, the vendor must make a referral to and schedule an appointment with an appropriate specialist **within ten (10) working days** of the initial physical exam. The employer is responsible to provide diagnostic testing to rule out or confirm the presence of heart or lung disease. The vendor must identify and list the cost of each type of additional diagnostic test that may be utilized in confirming or ruling out these diseases, the related consultation/evaluation fee and identify the specialists that will be utilized.
- When a diagnosis of heart or lung disease is identified or if occupational related hearing loss is identified, the vendor must ensure that an Employee's Report of Injury (C-4) Form is completed within three (3) days of the diagnosis and forwarded to the State's workers' compensation third party administrator, the agency and the Risk Management office, unless the employee documents that he/she chooses not to submit a claim.

Pre-Placement Exams

These will generally be Panel 1 exams or Panel 3 exams (as designated by the requesting agency) and will be coordinated at the request of the individual agency. These exams must be performed in relation to the potential employee's ability to perform all job duties as outlined in each individual job description. Pre-placement exams must include both the State of Nevada "Medical History Form" and a general health history form supplied by the vendor to review all body systems related to the performance of the specific job.

Optional Components of Physical Exam

The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service.

- Hepatitis/HIV Screening-as requested by agency and agreed to by employee;
- Hepatitis A inoculations-as requested by agency and agreed to by employee;
- Hepatitis B inoculations (and boosters) Baseline exams and as requested by agency and agreed to by employee;
- HazMat Exams/medical surveillance-as requested by agency;
- Respirator Clearance Exams-as requested by agency;
- Psychological Screening and Interpretation (Baseline Exams, Pre-hire exams or fitness for duty evaluations);
- CDL Exams -as requested by agency;
- Alcohol/Drug Testing with Medical Officer review-as requested by agency;
- Graded Exercise Testsh- as requested by agency;
- Blood Lead;
- CT Scan (if abnormalities found in X-ray);
- Physical assessment screening;

- Hemoglobin A1C – when diabetes has been documented from prior exams, or as recommended by physician and approved by agency;
- Other miscellaneous services as identified by an individual agency.

Medical Surveillance/Follow-up Physician Review

This will occur upon request of an agency and in conjunction with established procedures. This is intended to allow for follow-up on significant medical conditions identified during the exam which affect fitness for duty issues, and correction of significant pre-disposing health conditions. The vendor's physician must instruct the employee to return appropriate documentation from their personal physician within a specified period for review and concurrence for release to full duty (or) coordinate with the Health Program Specialist with the Risk Management Division. If applicable, the vendor's physician must resolve any unclear issues directly with the employee's physician.

Bloodborne Pathogen

Post exposure treatment/counseling/preventive care as required by OSHA 1910.1030.

Other Services

As documented and identified by the Risk Manager or agency liaison.

Reporting of Exams

- The results of the physical exam and all diagnostic tests must be reviewed and explained, in person, by the physician with each employee, unless otherwise agreed to by the agency representative and the Risk Management representative. This process generally requires a two-part exam. The first part to include blood draws, chest x-rays and other diagnostic tests; the second part to include the physician exam and/or stress test and review of all findings. Exceptions to the two-part exam must be approved by a designated Risk Management Representative.
- The State of Nevada – “Report of Results” Form must be completed, reviewed in person with the employee and signed by the physician and employee on the same date, unless otherwise requested by the agency representative and Risk Management representative.
- All documentation must be clearly legible and entered correctly into the *Origami System*.
- Physicians must ‘order’ (not just recommend or advise) the employee to correct pre-disposing conditions, that are within the ability of the employee to correct, that lead to heart or lung disease or hearing loss and clearly document such ‘order’ (example: employee who is obese shall be referred to a dietician or other specialist). The physician must provide specific and detailed instructions on the actions that need to occur.

- The employee must be provided a copy of this form at the time of the exam. A copy of the Report of Results will automatically be available to the evaluating physician, the agency, and Risk Management when the Report of Results is input into the Origami System. All other paperwork related to the exam must be input upon the completion of the exam. Incomplete physicals cannot be entered into the Origami System and must be forwarded to Risk Management and the agency.
- Guidelines for predisposing risk factors that employees are required to correct will be provided and revised, as necessary by the Risk Management representative. Refer to *Attachment N, Risk Factor Levels* for current guidelines.
- The vendor shall agree to follow the established guidelines. The goal is to ensure consistency statewide regarding this document. The physician must identify any risk factors that he/she is ordering the employee to correct in the "You are Ordered to take the following action(s) to correct predisposing risk factors" section of the Report of Results. Any additional comments or directions from the physician may be entered in the comment box on the Report of Results.

Fitness for Duty' issues must be determined with consideration of the 'peak physical demands' of each position.

Police /Correctional Officer

Ability to sprint up to 40 yards; lift or drag an offender short distances; and the ability to perform a full force arrest or physical take down which requires the following: Up to three (3) minutes of full force physical exertion, full mobility of all joints, manual grip strength of 70-90 lbs., ability to sustain striking blows to the head and torso while maintaining physical and mental performance and the ability to lift, push, press and pull 75% of the officer's own body weight (14-16 METS for up to three (3) minutes).

Firemen

Pack test regulations three (3) to six (6) mile hike over steep, rough terrain while carrying 45 lb. pack for firefighting; carry or drag up to 100 lbs. for up to 100 feet; ability to perform under adverse conditions including 16 hr. shifts for two (2) to seven (7) days, heat, cold, altitude, smoke, insufficient food, sleep deprivation, noise and fatigue.

Other

As Identified within specific job descriptions

Physicals must be documented "incomplete" and employees identified as 'unfit for duty' if the following occurs:

- Employee is unable to achieve the 10.1 MET level at Stage 3 on the stress EKG test due to a medical condition;

- Employee has a medical condition that prevents him/her from participating in the stress EKG exam or, if other than a Panel 3 exam is performed, would reasonably prevent him from doing so;
- Employee refuses to participate in any of the diagnostic tests without a valid physician's excuse;
- Employee exhibits a medical or health condition, at the time of the exam, that the physician reasonably determines would place the employee at risk of injury or accident; or could compromise the employee's ability to effectively perform the peak physical demands of their position and affect public safety. **This requirement shall be considered in all Panel Exams, not just the Panel 3 Exam (that includes the stress test and measures the employees MET levels capability).** The physician shall have the discretion to recommend the administration of either a stress EKG test or a graded exercise test to clarify medical or fitness for duty issues. The appropriate agency representative, or Risk Management representative must agree to the additional test.

Employees who are identified as 'unfit for duty' must be given work restrictions, unless a life-threatening condition is identified. The employee must be ordered to seek the appropriate follow-up care with his or her own private physician unless referred to a cardiologist, pulmonologist or audiologist. The evaluating physician shall instruct the employee to provide objective documentation within a specific time frame (not to exceed 30 days) to be cleared for full duty. This date must be identified on the "Report of Results" Form. If the employee does not report back to the evaluating physician within the agreed upon time frame, the evaluating physician shall notify the appropriate agency contact and Risk Management, within five (5) days of the deadline. The evaluating physician must provide documentation for the employee to present to the agency that identifies work level status.

- A. Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.**
- B. Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.**
- C. Typical Work Restrictions for Firemen: No firefighting or emergency response-light to medium work only.**

'Not Physically Fit'

Employees who are unable to achieve 10.1 METS on a stress EKG exam or a graded exercise test due to de-conditioning issues - not medical factors must be identified on the State of Nevada "Report of Results as 'Not Physically Fit' in lieu of 'Unfit for Duty'. This exam must be identified as incomplete, until such time as the employee can reschedule and achieve 10.1 METS so that the cardiovascular status in relation to peak physical demands can be determined. The evaluating physician must provide documentation for the employee to present to the agency that identifies work level status.

- A. Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.
- B. Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.
- C. Typical Work Restrictions for Firemen: No firefighting or emergency response-light to medium work only.

Exceptions

Employees who are under the care of a personal physician (generally cardiac, pulmonary or oncology) for a condition that could place them at risk of injury during a stress EKG exam or other diagnostic test, shall have the option to present an appropriate release and justification, from their personal physician, to the vendor's physician to allow the specific diagnostic test and possibly the general work status recommendation to be performed by their own physician. However, when the release and justification is received from the employee, the vendor is responsible to obtain and review the results of the diagnostic tests performed and reporting developed and provide a statement in regard to fitness for duty based on the results of the testing performed by the employee's personal physician. The vendor must immediately notify the appropriate agency representative when an employee presents them with such documentation.

Agency Reports/Time Frames/Penalties

'Unfit for Duty' Status or "Not Physically Fit for Duty"

A verbal report, followed by a fax copy or email copy of the "Report of Results", shall be provided to both the agency contact and the Risk Management Office within 24 hours of the determination. **The penalty for non-compliance shall be \$100 deducted from the cost of the exam, unless prior approval has been received from Risk Management or the agency.**

State of Nevada **'Report of Results' and 'Medical History' Forms**, and copies of all diagnostic tests shall be uploaded into the *Origami System* on the day of the exam. If required reports are not uploaded or forwarded to the agency and Risk Management within the required time frame, of the exam, **the penalty for non-compliance shall be \$100 deducted from the cost of the exam.**

If the documentation identified above is not completed, critical areas of the forms are not properly completed, and/or appropriate employee/evaluating physician signatures not obtained, **the penalty for non-compliance shall be \$200 deducted from the exam.** The evaluating physician is responsible to correct and/or obtain the necessary documentation. The corrected/completed forms shall be forwarded to the appropriate agency contact and Risk Management not later than five (5) working days **from the date of request for clarification. The penalty for non-compliance shall be \$100 deducted from the exam.**

'No Show' Penalty

The vendor shall have the discretion to bill an agency up to \$100 for each scheduled appointment with a physician that the employee does not attend, without giving a 48-hour notification of cancellation (excluding emergencies, unavoidable work-related circumstances or miscommunications in scheduling.) The vendor must notify the agency immediately of a no-show for which a penalty will be assessed. This will not apply to pre-employment or pre-placement exams.

Copies of any and all records requested by the Risk Management Division must be made available within ten (10) working days of the request.

Customer Service Liaison

The vendor shall assign not more than two (2) representatives to act as liaisons with agency representatives and Risk Management to coordinate services, scheduling and billing and to resolve problems or concerns as they arise.

The designated liaison(s) must be familiar with the contract requirements and not be assigned to a position that is subject to excessive turnover. This person or their designee will be expected to perform quality control review of each physical exam to ensure compliance with all reporting requirements. The vendor must identify the customer service liaison(s) and provide a resume' with the original bid. Changes in the assigned liaison must be communicated to the Risk Management representative within ten (10) days of the change.

Meetings

All meetings between State Agencies and vendors must be scheduled and coordinated through Risk Management at least 5 days prior to the date of the meeting. This includes in-person meetings and phone conferences other than meetings to discuss the scheduling of the physicals.

Billing

The contractor shall provide a monthly invoice to each individual agency-broken down by individual employee, Panel number of exam and a list of the components administered within each exam - by the 15th day of the next month, unless a different option is requested by an individual agency through written documentation.

Confidentiality of Records

The vendor is responsible for the confidentiality of all records associated with the physicals whether it be electronic, on paper or oral. The information contained in a heart and lung physical are medical records and are protected health information under the Health Insurance Portability and Accountability Act (HIPAA).

Record Keeping/Reports

The vendor shall create and maintain a database to include the following components and must create and provide summary and statistical reports within ten (10) working days of the request.

- A. A listing of all exams administered per agency, broken down into specific Panels and other services not affiliated with a Panel exam.
- B. Predisposing health factors identified per exam.
- C. Work status results of each exam (Fit for Duty, Unfit for Duty-Medical, Not Physically Fit.)
- D. Referrals made for cardiac, pulmonology and audiology consults.
- E. Monthly costs per agency, per type of service.

Financial

Payment

Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RGQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

Billing

The State does not issue payment prior to receipt of goods or services.

The vendor shall bill the State as outlined in the approved contract and/or payment schedule.

The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card a method of payment. No additional charges or fees shall be imposed for using the card.

Timeliness of Billing

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted

after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims' payment due the contractor.

Attachment J

State of Nevada Heart and Lung Physical Examination
--

NAME _____ AGENCY _____ DATE _____

Height (in) _____ Weight (lbs) _____ BMI _____ Sex: Male Female

Temp _____ Pulse _____ Resp _____ (BP Sitting) _____

Visual Acuity: O.D. _____ O.S. _____ O.U. _____ Corrected? Yes No

		RESULT		DESCRIPTION
EYES	Fundi	NL	ABN	
EARS	TM's	NL	ABN	
NECK	Thyroid	NL	ABN	
	Carotids	NL	ABN	
	Bruits	NL	ABN	
HEART	Rhythm	Reg	Irreg	
	Murmurs	Yes	No	
	S3 or S4	Yes	No	
LUNGS	Rales	Yes	No	
	Ronchi	Yes	No	
	Wheezes	Yes	No	
EXTREMITIES	Pulses	NL	ABN	
	Clubbing	Yes	No	
	Edema	Yes	No	
	Cyanosis	Yes	No	

Attachment K

STATE OF NEVADA FIREMEN AND POLICE MEDICAL HISTORY FORM

NAME _____ DOB _____ AGE _____ SEX _____

AGENCY _____ JOB CLASSIFICATION _____

If the answer to any of the questions is "Yes", please explain in the space provided at the end of this questionnaire.

1. Have you or any of your immediate family (father, mother, sisters or brother) ever had any of the following:

			RELATIONSHIP
___ Yes ___	No	Allergies (asthma, hay fever, bronchitis, skin rash, eczema)	_____
___ Yes ___	No	Eye Trouble (other than corrective vision)	_____
___ Yes ___	No	Blood pressure trouble	_____
___ Yes ___	No	Heart trouble	_____
___ Yes ___	No	Diabetes	_____
___ Yes ___	No	Stroke	_____
___ Yes ___	No	Gout	_____
___ Yes ___	No	Tuberculosis	_____
___ Yes ___	No	Rheumatic Fever	_____
___ Yes ___	No	Cancer	_____

2. ___ Yes ___ No Have you ever had trouble with your heart or been told that you had trouble with your heart?
3. ___ Yes ___ No Have you ever been told you have an abnormal EKG or irregular heartbeat?
4. ___ Yes ___ No Have you ever been treated for high blood pressure or been told that your blood pressure was not normal?
5. ___ Yes ___ No In the past five years, have you ever been hospitalized overnight for any reason?
6. ___ Yes ___ No In the past twelve months, have you seen a doctor for anything other than routine checkups?
7. ___ Yes ___ No In the past twelve months have you sought any psychological therapy or counseling?
8. ___ Yes ___ No Have you ever been treated for or told that you have a disease of the lungs?
9. ___ Yes ___ No Have you experienced prolonged shortness of breath?
10. ___ Yes ___ No Do you have a persistent cough or long episodes of coughing?
11. ___ Yes ___ No Have you ever felt the sensation of smothering or inability to breathe?

FIREMEN AND POLICE MEDICAL HISTORY FORM

Page 2

Name _____

12. ___ Yes ___ No Have you been out of the country in the last three months? Six months? Year?

13. ___ Yes ___ No Have you ever experienced heat exhaustion or heat stroke?

14. ___ Yes ___ No Have you ever had or been told you had a ruptured eardrum?

15. ___ Yes ___ No Do you have or have you ever been told that you have defective hearing?

15. ___ Yes ___ No Have you ever had a problem with dizziness, seizures, or fainting spells?

17. ___ Yes ___ No Have you ever had a head injury, spinal injury, or surgery?

1. ___ Yes ___ No Are you currently taking any prescription medications? If yes ,

List _____

18. ___ Yes ___ No Do you smoke? If yes, how many cigarettes/cigars per day? _____
If no, and you are a former smoker, what date did you last smoke _____

___ Yes ___ No Do you use any "smokeless" tobacco products such as snuff or chew? E-cigarettes?
Nicotine products?

19. ___ Yes ___ No Do any members of your immediate family smoke?

20. ___ Yes ___ No Do you drink alcoholic beverages? If yes, how many per day? ___ Avg. per week? ___

21. ___ Yes ___ No Do you drink coffee? If yes, how many cups do you usually drink per day? _____

22. ___ Yes ___ No Do you consider yourself overweight?

23. ___ Yes ___ No Describe any seasonal or routine sports or physical exercise that you routinely
participate in _____y_____

In the area below please describe in detail any "Yes" answers to the above questions beginning with the number of the question.

Question# Detailed information

_____	_____
_____	_____
_____	_____

Please use the back of this page should you need additional space.

The answers and information provided to the above questions are true to the best of my knowledge and beliefs.

SIGNATURE _____ DATE _____

Attachment M

PHYSICAL EXAMS

Panel 1h Baseline Exam(1st Year) and/or Pre-Hire Exam

State of Nevada Medical History Form
**Job Specific Medical History Form (to be determined by vendor for pre-hire exams only)
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Chest X-Ray (1 View) – radiologist over read
Coronary Risk II (CBC+ Chem Panel + HDL + LDL)
Heart and Lung Physical Exam
Resting EKG
** Stress EKG (If 2 or more risk factors for heart disease identified or employee is 40 years of age or older)
Pulmonary Function Test (Spirometry)
TB Skin Test – 2 Step TB test
Urinalysis
Nicotine Test (Cotinine only) with Quant Levels
Per-Cent Body Fat (BMI Method)/Waist Circumference
Vision Screening
State of Nevada Physician's Report of Results Form
Written Report to Agency and Employee
**Note: Written report must document rationale in regard to whether or not a Stress EKG test was administered and document whether or not the employee worked for another police/fire or correctional jurisdiction)
Hepatitis ABC Antibody Screening
Hepatitis A/B Inoculation Series, must be offered if the employee has not been previously inoculated - Vendor must provide employee with a card identifying status and dates of inoculations
* A1C – If employee has documented Diabetes

Panel 2 - Physical for Non-Sworn Training Officers – State Fire Marshal's Office (Performed annually)

Vision Screening
Audiometry with interpretation (identify air conduction or pure tone test)
Resting EKG
Pulmonary Function Test (Spirometry)

Panel 3 - General Heart/Lung Exam (Over 2 years of Service)

State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Chest X-Ray (2 View)-radiologist over-read
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
*A1C – If employee has documented Diabetes
Per-Cent Body Fat (BMI Method)/Waist Circumference
Stress EKG
Pulmonary Function Test (Spirometry)
TB Skin Test (Exception: Employees of Department of Corrections do not receive)
Urinalysis
Nicotine Test (Cotinine only) with Quant Levels
State of Nevada Physician's Report of Results Form
Vision Screening
Written Report to Agency and Employee
Hepatitis ABC Antibody Screening
Hepatitis A/B Inoculation Series, if indicated-
Vendor must provide employee with a card identifying status and dates of inoculations
**CDL or HAZ MAT Exams ** (Optional Service)
**Work Capacity Readiness Form-Division of Forestry only (form to be provided)
** Other tests to confirm or rule out Heart or Lung disease if indicated – Vendor
to list additional tests and related cost.

Panel 4 - Division of Forestry Physical – Red Card (employees who are not firefighters)

Audiometry with interpretation (identify air conduction or pure tone test)
Chest X-Ray (1 View)
Pulmonary Function Test (Spirometry)
Resting EKG
Blood pressure monitoring
Vision Screening

Panel 5 - Volunteer Firefighter Exam - (Baseline-Every Even-Numbered year)

State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Resting EKG
Chest X-Ray (1 View) radiologist over read
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
Pulmonary Function Test (Spirometry)

Attachment N

RISK FACTOR LEVELS FOR VARIOUS CONDITIONSE PER THE AMERICAN HEART ASSOCIATION (AHA) AND NATIONAL HEART LUNG AND BLOOD INSTITUTE (NHLBI)

BLOOD PRESSURE LEVELS

CATEGORY	SYSTOLIC		DIASTOLIC
Elevated	120-129	or	Less than 80
Stage 1 Hypertension	130-139	or	80-89
Stage 2 Hypertension	Over 140 or Higher	or	90 or Higher

130/80 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER

CHOLESTEROL LEVELS VARIOUS LEVELS INDICATE WHEN TO ORDER TO CORRECT/LOWER

Total Cholesterol Levels

Total Cholesterol Level	Category
Less than 200 mg/dl	Desirable
200 – 239 mg/dl	Borderline High
240 mc/dl and above	High

Total Cholesterol Levels:

**200 – 239 MUST BE ORDERED TO CORRECT/LOWER WHEN LOW-DENISTY
LIPOPROTEIN (LDL), HIGH-DENSITY LIPOPROTEIN (HDL) OR TRIGLYCERIDES
ARE NOT AT DESIRABLE LEVELS.**

240 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER.

LDL Levels

LDL Cholesterol Level	Category
------------------------------	-----------------

Less than 100 mg/dl	Optimal
100 – 129 mg/dl	Near optimal
130 – 159 mg/dl	Borderline High
160 – 189 mg/dl	High
190 mg/dl and above	Very High

LDL Levels:

100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS CHD OR CHD RISK EQUIVALENTS AND/OR DIABETES

130 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER IF 2 OR MORE RISK FACTORS PRESENT

160 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ZERO TO 1 RISK FACTOR PRESENT

Triglycerides Levels

Triglycerides Level	Category
Less than 150 mg/dl	Normal
150 – 199 mg/dl	Borderline High
200 – 499 mg/dl	High
500 mg/dl and above	Very High

Triglycerides Levels:

150 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ELEVATED LDL, LOW HDL AND/OR OTHER RISK FACTORS PRESENT

HDL Levels

HDL Levels	Category
Over 40	Men
Over 50	Women

HDL Levels:

LESS THAN 40 IN MEN MUST BE ORDERED TO CORRECT/RAISE

LESS THAN 50 IN WOMEN MUST BE ORDERED TO CORRECT/RAISE

FASTING BLOOD GLUCOSE

Fasting Blood Glucose	Category
70-99 mg/dl	Normal fasting glucose

100 – 125 mg/dl	Impaired fasting glucose (pre diabetes)
126 mg/dl and above	Diabetes

Fasting Blood Glucose Levels:

100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER

**DIABETES – A1C, BLOOD PRESSURE, LDL, HDL AND
TRIGLYCERIDES LEVELS PER THE AMERICAN DIABETES
ASSOCIATION (ADA) AND AMERICAN COLLEGE OF
ENDOCRINOLOGY (ACE)**

Values	ADA	ACE
A1C	Less than 7%	Less than 6.5%
Before Meals	90h- 130 mg/dl	Less than 110 mg/dl
1-2 hours After Meals	Less than 180 mg/dl	Less than 140 mg/dl
Blood Pressure	Less than 130/88 mmHg	Less than 130/85 mmHg
LDL Cholesterol	Less than 100 mg/dl	Less than 100 mg/dl
Triglycerides	Less than 150 mg/dl	Less than 150 mg/dl
HDL Cholesterol	Greater than 40 mg/dl	Greater than 45 mg/dl

BODY MASS INDEX (BMI) AND WAIST CIRCUMFERENCE LEVELS

BMI	
18.5h- 24.9	Normal Weight
25.0y- 29.9	Overweight
30.0h- 39.9	Obese
40.0 and above	Extreme Obesity

Waist Circumference	
Men	40 inches and higher
Women	35 inches and higher

FOR MEN:

**BMI OF 25 – 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO
BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED
DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.**

BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 40 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER

FOR WOMEN:

BMI OF 25- 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.

BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 35 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER

AHA/NHLBI RECOMMENDS THAT THE METABOLIC SYNDROME BE IDENTIFIED AS PRESENCE OF THREE OF MORE OF THESE COMPONENTS:

Risk Factor	Defining Level
Elevated Waist Circumference	Men – Equal to or greater than 40 inches
Elevated Waist Circumference	Women – Equal to or greater than 35 inches
Elevated Triglycerides	Equal to or greater than 150 mg/dl
Reduced HDL	Men – Less than 40 mg/dl
Reduced HDL	Women – Less than 50 mg/dl
Elevated Blood Pressure	Equal to or greater than 130/85 mm Hg
Elevated Fasting Blood Glucose	Equal to or greater than 100 mg/dl

IF AN EMPLOYEE IS IDENTIFIED WITH THREE OF MORE OF THE ABOVE COMPONENTS IT MUST BE DOCUMENTED THAT THEY ARE AT RISK FOR METABOLIC SYNDROME AND THEY MUST BE ORDERED TO SEEK APPROPRIATE TREATMENT THROUGH THEIR PERSONAL HEALTH CARE PROVIDER.

NICOTINE LEVELS

A COMBINED TOTAL OF URINE NICOTINE AND COTININE CONCENTRATIONS GREATER THAN 200 NG/ML INDICATES ACTIVE USE OF A NICOTINE CONTAINING PRODUCT (TOBACCO OR SMOKING CESSATION PRODUCT).

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF OVER 200 NG/ML MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO PRODUCTS EVEN IF THEY ARE USING SMOKING CESSATION PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.

URINE CONCENTRATIONS LESS THAN 200 NG/ML COULD BE CONSISTENT WITH PASSIVE EXPOSURE TO TOBACCO SMOKE.

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF LESS THAN 200 NG/ML AND HAVE ANSWERED YES TO SMOKING OR USING SMOKING CESSATION PRODUCTS MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO/NICOTINE PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.