

**SERVICE CONTRACT
CONTRACT FOR COMPREHENSIVE PHYSICAL EXAMINATION SERVICES
FOR THE CITY OF LAS VEGAS**

THIS CONTRACT is being entered into this _____ day of _____, 2010 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and THE PREVENTION GROUP, LLC d.b.a. LIFESIGNS (hereinafter the "Company") having its principal office located at 6363 Poplar Avenue, Ste. 340, Memphis, Tennessee 38119.

SECTION A – Contract Form

The subject matter of this Contract is the comprehensive physical examination services to be provided to the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "*Award Date*" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "*City*" means the City of Las Vegas.
- (c) "*City Council*" means the governing body of the City of Las Vegas.
- (d) "*Company*" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "*Company Representative*" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "*Contract*" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (g) "*Deliverable*" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (h) "*Non-exclusive Contract*" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (i) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- (j) "*HIPAA*" means Health Insurance Portability and Accountability Act of 1996.

B-2 Contract Type

The Contract type is Firm Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1	Physical for City Employees & Dependants	Per Exhibit A
2	Physical for City Corrections Officers & Marshalls	Per Exhibit B
3	Physicals for City Firefighters	Per Exhibit C

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

- (i) the date of the invoice;
- (ii) the Contract Item against which charges are made;
- (iii) performance dates covered;
- (iv) the associated purchase order number;

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."
- (c) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Renewals

- (a) The performance period commences from Award Date and continues through December 31, 2012, with annual options to renew. The prices reflected in this contract will remain firm through December 31, 2012.
- (b) The City reserves the option to renew this contract for additional one year periods after the initial term of the contract.
- (c) There may be a change in the Company's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Company must provide the Purchasing & Contracts Representative with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one escalation request will be considered from the Company on an annual basis at the time of renewal.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to provide comprehensive physical exams to various City departments and employees. Exhibits A, B & C provide the different scope of services needed by City employees and dependants, City Corrections Officers and Marshalls and City Firefighters.

C-2 Deliverables

The Company shall provide the following deliverables:

- (a) Comprehensive Physical for City Employees and Dependent per Exhibit A;
- (b) Comprehensive physicals for City Corrections Officers and Marshalls per Exhibit B; and
- (c) Comprehensive physicals for City Firefighters per Exhibit C.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Lifesigns
 6363 Poplar Avenue, Ste. 340
 Memphis, Tennessee 38119
 Fax: (901) 259-1959

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) 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.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Vicki Robinson as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

- (b) The Company designates Terry Unruh as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-5 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

D-6 HIPAA Compliance

- (a) The Company shall at all times, throughout the period of this Contract, provide for continued compliance with applicable HIPAA regulations and guidelines.
- (b) The Company shall require that each subcontractor with access to Account Holder information agree to comply with the HIPAA regulations and guidelines applicable to this Contract.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. 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 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-3 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
- (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance: [CAO-1/12/09]

(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.

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

- (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 \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), 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.
- (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 to 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 vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

- (iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), within **three days** after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. 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".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. 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 rating of A VII, 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.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) 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, pursuant to Paragraph E-4, 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.
- (f) 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.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) 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.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-5 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, 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, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (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.

It is expressly agreed that the Company shall defend the 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.

E-6 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-7 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-8 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-9 Audit of Records [CAO-8/5/08]

- (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 the 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 Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) 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) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-10 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-17 Confidentiality – City Information [CAO-7/24/08]

- (a) Confidential information. The parties agree that any Confidential Information provided under this Agreement shall be held and maintained in strict confidence. Each party agrees to protect the Confidential Information of the other party in a manner consistent with the protections used to protect its own Confidential Information, including, without limitation, informing its employees of its obligations under this Agreement and taking such steps as are reasonable in the circumstances, or as reasonably requested by the other party, to prevent any unauthorized disclosure, copying or use of Confidential Information. "Confidential Information" means any proprietary material that the disclosing party designates as confidential. "Confidential Information" shall also include, without limitation, all information in any form which relates to the business, expertise and/or operations of the disclosing party, including without limitation, information in any form generally understood to be trade secret, proprietary or confidential and/or that is related to products and services, commercial and financial information, system functionality charts and descriptions, program code logic, trade secret information, and information about health care providers, customers and/or business partners. "Confidential Information" shall also include Protected Health Information as defined in Section D-6. The Company will not use "Confidential Information" except as expressly provided in this Agreement. "Confidential Information" does not include information that (i) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (ii) becomes publicly known without the fault of the receiving party, (iii) is independently developed by the receiving party, (iv) is approved for release in writing by the disclosing party, (v) is disclosed without restriction by the disclosing party to a third party, or (vi) is disclosed pursuant to applicable statutory or other legal obligation beyond the control of the receiving party.
- (b) Unauthorized disclosure. The recipient of any Confidential Information shall, upon discovery of any unauthorized use or disclosure of such Confidential Information by recipient, or any other breach of these confidentiality obligations by the recipient, fully cooperate with the disclosing party to assist the disclosing party regain possession of the Confidential Information and prevent the further unauthorized use or disclosure of the Confidential Information.
- (c) Remedies. The parties acknowledge and agree that in the event of a breach of this Paragraph E-17, the non-breaching party will suffer irreparable injuries not compensable by money damages alone and therefore the non-breaching party will not have an adequate remedy at law. The non-breaching party shall be entitled to injunctive relief without the necessity of posting any bond or undertaking to prevent any further breach. Such remedy shall be in addition to any other remedy the non-breaching party may have.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

E-18 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-19 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-21 Counterpart Signatures [CAO-9/24/08]

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.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	08/05/08	2
Attachment 2	Affidavit –Declaration of Sole Proprietor [Paragraph E-5 (i)]	01/12/09	1
Exhibit- A	City of Las Vegas Employees and Dependents	02/24/10	3
Exhibit B	City of Las Vegas Corrections Officers and Marshalls	02/24/10	4
Exhibit C	City of Las Vegas Firefighters	02/24/10	4

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Robert S. Sylvain *3-26-10*

Deputy City Attorney

Date

LIFESIGNS

Michael Ashack, President and Chief Development
Officer

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(FOR CONSULTING SERVICES ONLY)

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name <u>Terrance Ballard, MD, PC</u> <u>dba Lifesigns</u>	Subject Matter of Contract/Agreement
Address <u>9065 S. Pecos Road, Suite 190</u> <u>Henderson, NV 89074</u>	Services for the PROJECT NAME
Telephone <u>(702) 948-0013</u>	RFP#
EIN or DUNS <u>20-3808500</u>	

Block 3 Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Terrance L. Ballard, MD	9065 S. Pecos Road, Ste. 190 Henderson, NV 89074	(702) 948-0013
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Terrance Ballard MD

Name

3-30-10

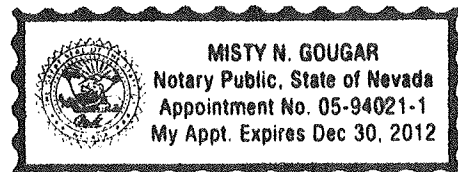
Date

Subscribed and sworn to before me this 30th day of

March

, 2010

Misty N. Gougar
Notary Public



ATTACHMENT 2 – AFFIDAVIT - DECLARATION OF SOLE PROPRIETOR

AFFIDAVIT

I, Terrance L. Ballard, MD, on behalf of myself or my Company, Lifesigns, being duly sworn,
depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as
Contract No. 100182-BC / entitled
Comprehensive Physical Examination Services;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release the City of Las Vegas from all liability associated with claims made against me and my Instructor, in the performance of this contract, that related to compliance with NRS Chapters 616A-616D, inclusive.

Signed this 30th day of March, 2010

Signature Terrance Ballard MD

State of Nevada)
)ss.

County of Clark)

Signed and sworn to (or affirmed) before me on this 30th day of March, 2010,
by Terrance Ballard M.D. (name of person making statement).

Misty N. Gougar

Notary Signature

STAMP AND SEAL

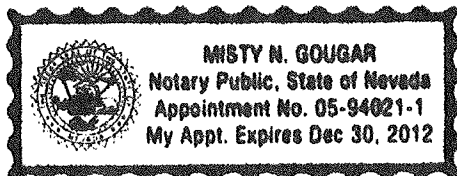


Exhibit A
CITY OF LAS VEGAS EMPLOYEE AND DEPENDENTS

SCOPE OF EXAMINATION (COMPREHENSIVE PHYSICAL)

Lifesigns proposes to provide City of Las Vegas (CLV) with comprehensive physical examinations and related health screening services, excluding services related to work-related injuries or ailments which may be covered under a workers' compensation plan. The services shall include the items identified on attached Exhibits A-1 and A-2.

SCHEDULE

Services will be performed once per patient per calendar year unless otherwise negotiated between the City of Las Vegas and Lifesigns. The City of Las Vegas Employees and Dependents will directly contact Lifesigns in order to schedule their annual physical examinations.

REPORTING

Lifesigns will obtain a medical questionnaire on each patient and provide the City of Las Vegas with an aggregate report of the risk findings at the end of each quarter unless otherwise negotiated between the City of Las Vegas and Lifesigns.

BILLING

Lifesigns will bill the Third Party Administrator (Cigna Health Care) for the City of Las Vegas Employees and Dependents annual physical examinations. The fee for these services shall include the items identified on attached Exhibits A-1. Additional services outside the scope of the CLV annual physical will be billed to the patient's private insurance and/or the patient directly.

TERMS AND CONDITIONS

When required by applicable law (including the law of the state wherein the facility location exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.

In recognition of the manner in which the Services are scheduled by the Supplier, a "no-show" charge of fifty dollars (\$50.00) shall be permitted and payable by the Eligible City of Las Vegas Employee or Dependent who does not keep a scheduled appointment for Services unless the Eligible member reschedules the appointment within seven (7) days of the date initially scheduled for the Services.

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Nevada

Description of Service	CPT Code	Restrictions	Fee Payable
Physician Office Visit, including: • Screening Ultrasound of the carotid arteries, thyroid, abdomen and aorta • Skin Cancer Screening • Resting EKG • Spirometry • Chest X-ray • Lab Work (Metabolic testing, Lipid Panel, CBC, Venipuncture, Fecal Occult Blood (Ages 50+) and Urinalysis) • Visual Acuity • Body Composition Analysis • Health Risk Assessment	99199	None	\$325.00
Audiometry	92552	None	\$ 37.00
Cardiac Treadmill Stress Test	93015	Age 40+	\$120.00
Cardiopulmonary Stress Test	94620	Provides exercise prescription / CO2 Flow Age 40+	\$240.00
Bone Scan	77080	Females age 50+ or males age 60+	\$120.00
Mammogram	77057	Baseline age 35-39, Annual 40+	\$ 85.00
PAP Smear (Handling Fee)	99000	Females age 18+	\$ 25.00
PSA Test	84153	Males age 40+	\$ 30.00
VAP Cholesterol Test	83719, 84311, 84478	At the patients request with personal or family history of high cholesterol (*Patients Responsibility)	\$100.00
HIV	86701	At the patients request (*Patients Responsibility)	\$ 65.00

TAX IDENTIFICATION OF MEDICAL STAFF FOR BILLING PURPOSES:

Terrance Ballard, MD, PC 20-3808500

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Nevada

DIAGNOSTIC TESTING

Additional diagnostic tests may be performed as medically necessary in the opinion of the Medical Staff. Such tests include the following, each of which are hereby authorized by the Company:

Description of Service	CPT Code	Restrictions	Fee Payable
Diagnostic DEXA Scan	77080	Patient has medical necessity. Correlating ICD9 code will be used	\$135.00

FOLLOW-UP VISITS

The Supplier shall generate a report reflecting the physical exam results to include recommendations for follow-up care were appropriate. Eligible members will be referred to their PCP for all follow-up care. In the event the member does not have a PCP, Supplier will assist in locating a PPO provider for member to use as PCP.

OTHER SERVICES AND COMPENSATION MATTERS:

In the event of a change in CPT codes due to annual updates by the American Medical Association, Supplier will submit bills with the updated codes; however, the negotiated fees outlined in Exhibit A-1 for those services for which the CPT code has changed will remain in place.

DESCRIPTION OF ELIGIBLE MEMBER:

Eligible Members include all insured employees and dependants of the City of Las Vegas covered under the City of Las Vegas Health Plan. Such Health Plans would include the Consumer Driven Health Plan, PPO Health Plan and HMO Health Plan.

Exhibit B
CITY OF LAS VEGAS CORRECTIONS OFFICERS AND MARSHALLS

SCOPE OF EXAMINATION (COMPREHENSIVE PHYSICAL)

Lifesigns proposes to provide CLVCOM with comprehensive physical examinations and related health screening services, excluding services related to work-related injuries or ailments which may be covered under a workers' compensation plan. The services shall include the items identified on attached Exhibits B-1, B-2 and optional services listed in Exhibit B-3.

SCHEDULE

Services will be performed once per patient per calendar year unless otherwise negotiated between the City of Las Vegas and Lifesigns. Lifesigns is agreeable to contacting the eligible CLVCOM employee in order to schedule their required annual physicals within the specified time frame, if provided the contact information by the City.

OPTIONAL ADDITIONAL SERVICES

This contract contemplates a scope of service based upon a primary medical physical examination. Lifesigns also performs additional screening services which can be made available to CLVCOM employees. As a contracted provider with the Beech Street network, Lifesigns will accept the Beech Street allowance for these additional services and would only require the patient to pay applicable health plan deductibles, copayments and/or coinsurance, as well as any non-covered services. These additional services are described in Exhibit B-3.

REPORTING

Lifesigns will obtain a health risk assessment on each patient and provide the City of Las Vegas with an aggregate report of the risk findings at the end of each quarter unless otherwise negotiated between the City of Las Vegas and Lifesigns. With the appropriate HIPAA documentation and business associate agreement in place, Lifesigns will provide the City of Las Vegas the documented findings from each required CLVCOM annual physical exam.

BILLING

Lifesigns will provide a monthly invoice to the City of Las Vegas for the required CLVCOM annual physical exams. The fee for these services shall include the items identified on attached Exhibits B-1. Additional services outside the scope of the required CLVCOM annual physical will be billed to the patient's private insurance and/or the patient directly. These additional services are described in Exhibit B-3.

TERMS AND CONDITIONS

When required by applicable law (including the law of the state wherein the facility location exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.

In recognition of the manner in which the Services are scheduled by the Supplier, a "no-show" charge of fifty dollars (\$50.00) shall be permitted and payable by the Eligible Corrections Officer or Marshall who does not keep a scheduled appointment for Services unless the Eligible member reschedules the appointment within seven (7) days of the date initially scheduled for the Services.

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Corrections Officers and Marshalls

EXAM LEVEL: Required Annual Physical Examinations

Services	CPT Code	Fee Payable
COMPREHENSIVE PHYSICAL EXAMINATION Physician Office Visit and Consultation Screening Ultrasound of the carotid arteries, thyroid, abdomen and aorta Skin Cancer Screening Resting EKG Spirometry Audiometry Lab Work Metabolic testing Lipid Panel CBC Venipuncture Fecal Occult Blood [Ages 50+] Urinalysis Visual Acuity (near, distance, color, peripheral, and depth perception screening) Body Composition Analysis Health Risk Assessment	99199*	\$400.00
Cardiac Treadmill Stress Test	93015	\$ 120.00
PPD/TB Skin Test (Pre-employment exams only)	86580	\$ 15.00
HIV Blood Test	86701	\$ 30.00
Hepatitis Panel	86704, 86706, 89708, 86803	\$ 65.00

*Individual CPT codes bundled to 99199 are listed on Attachment B-2.

TAX IDENTIFICATION OF MEDICAL STAFF FOR BILLING PURPOSES:

Terrance Ballard, MD, PC 20-3808500

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Corrections Officers and Marshalls

Individual CPT Codes bundled into 99199

1. **CPT 99384** (ages under 18); **CPT 99385** (ages 18 – 39); **CPT 99386** (ages 40 - 64); or **CPT 99387** (ages 65+) – Office Visit inclusive of physician consultation, physical examination, skin cancer screening and screening ultrasound.
2. **CPT 36415** Venipuncture
3. **CPT 80061** Lipid Panel
4. **CPT 81001** Urinalysis
5. **CPT 82040** Albumin serum
6. **CPT 82247** Bilirubin total
7. **CPT 82310** Calcium
8. **CPT 82435** Chloride
9. **CPT 82565** Creatinine
10. **CPT 82947** Glucose
11. **CPT 82977** GGT
12. **CPT 83540** Iron
13. **CPT 83615** LDH
14. **CPT 84075** Phosphatase alkaline
15. **CPT 84100** Phosphorus
16. **CPT 84132** Potassium
17. **CPT 84155** Protein
18. **CPT 84295** Sodium
19. **CPT 84436, 84443, & 84479** Thyroxine, TSH & T3/T4 Uptake (Thyroid Panel)
20. **CPT 84450** AST
21. **CPT 84460** ALT
22. **CPT 84520** Urea Nitrogen
23. **CPT 84550** Uric Acid
24. **CPT 85025** Complete Blood Count
25. **CPT 71010** Chest X-Ray
26. **CPT 92552** Audiometry – automated hearing test conducted in a sound-proof booth
27. **CPT 99173** Visual Acuity
28. **CPT 93000** Resting EKG – reflecting the heart's electrical activity and rhythm to arrhythmias, CAD, etc.
29. **CPT 94010** Spirometry – breathing/lung function test to determine health status of lungs
30. **CPT 99090** Body Composition Analysis
31. **CPT 82270** Fecal Occult Blood (**Ages 50+**)

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Corrections Officers and Marshalls

OPTIONAL ADDITIONAL SERVICES

Service	CPT Code	Charge
Dexa (bone density) Scan	77080	\$120
Mammogram	77057	\$ 75
Pap Smear (handling fee)*	99000	\$ 25
PSA Test	84153	\$ 52
VAP Cholesterol Test	83701 & 84478	\$100

*Billing for the physician interpretation of the specimen will be made separately by laboratory testing facility.

DESCRIPTION OF ELIGIBLE MEMBER:

Eligible Members include all designated employees the City of Las Vegas Department of Detention and Enforcement.

Exhibit C

CITY OF LAS VEGAS FIREFIGHTERS

SCOPE OF EXAMINATION (COMPREHENSIVE PHYSICAL)

Lifesigns proposes to provide City of Las Vegas Firefighters (CLVFF) with comprehensive physical examinations and related health screening services, excluding services related to work-related injuries or ailments which may be covered under a workers' compensation plan. The services shall include the items identified on attached Exhibits C-1, C-2 and optional services listed in Exhibit C-3.

SCHEDULE

Services will be performed once per patient per calendar year unless otherwise negotiated between the City of Las Vegas and Lifesigns. Lifesigns is agreeable to contacting the eligible CLVFF employee in order to schedule their required annual physicals within the specified time frame, if provided the contact information by the City of Las Vegas.

OPTIONAL ADDITIONAL SERVICES

This contract contemplates a scope of service based upon a primary medical physical examination. Lifesigns also performs additional screening services which can be made available to CLVFF employees. As a contracted provider with the Beech Street network, Lifesigns will accept the Beech Street allowance for these additional services and would only require the patient to pay applicable health plan deductibles, copayments and/or coinsurance, as well as any non-covered services. These additional services are described in Exhibit C-3.

REPORTING

Lifesigns will provide the City of Las Vegas with the documented findings from each required CLVFF annual exam, in compliance with Nevada Revised Statute 617. Documents will include the Fireman and Police Officer forms OD-1 through OD-5 and the receipt of forms from the examiner. The CLVFF will be asked to sign the Lifesigns recommendation letter to acknowledge the counseling and advice given by the examining physician and a copy of the acknowledgement letter will be provided to the City of Las Vegas.

Pursuant to NRS 617 Lifesigns will obtain a health risk assessment on each patient and provide the City of Las Vegas with an aggregate report of the risk findings at the end of each quarter unless otherwise negotiated between the City of Las Vegas and Lifesigns.

BILLING

Lifesigns will provide a monthly invoice to the City of Las Vegas for the required CLVFF annual physical exams. The fee for these services shall include the items identified on attached Exhibits C-1. Additional services outside the scope of the required CLVFF annual physical will be billed to the patient's private insurance and/or the patient directly. These additional services are described in Exhibit C-3.

TERMS AND CONDITIONS

When required by applicable law (including the law of the state wherein the facility location exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing.

In recognition of the manner in which the Services are scheduled by the Supplier, a "no-show" charge of fifty dollars (\$50.00) shall be permitted and payable by the Eligible Firefighter who does not keep a scheduled appointment for Services unless the Eligible member reschedules the appointment within seven (7) days of the date initially scheduled for the Services.

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Firefighters

EXAM LEVEL: Required Annual Heart and Lung Physical Examination

Services	CPT Code	Fee Payable
COMPREHENSIVE PHYSICAL EXAMINATION Physician Office Visit and Consultation Screening Ultrasound of the carotid arteries, thyroid, abdomen and aorta Skin Cancer Screening Resting EKG Spirometry Audiometry Lab Work Metabolic testing Lipid Panel CBC Venipuncture Fecal Occult Blood [Ages 50+] Urinalysis Visual Acuity (near, distance, color, peripheral, and depth perception screening) Body Composition Analysis Health Risk Assessment, completion of OD forms and results letter	99199*	\$400.00
Electrocardiogram (12 Lead Stress Test with Vo2 value calculated) For Firefighters over age 40	93015	\$125.00
PPD/TB Skin Test	86580	\$15.00
HIV Blood Test	86701	\$30.00
Hepatitis Panel	86704, 86706, 86708, 86803	\$65.00
Chest X-Ray PA (Two Views)	71020	\$40.00
Mammogram (Annually for Female Personnel over age 40)	77057	\$85.00

*Individual CPT codes bundled to 99199 are listed on Attachment C-2.

TAX IDENTIFICATION OF MEDICAL STAFF FOR BILLING PURPOSES:

Terrance Ballard, MD, PC 20-3808500

SUPPLIER: Lifesigns

COMPANY: City of Las Vegas Firefighters

Individual CPT Codes bundled into 99199

1. **CPT 99385** (ages 18 – 39); **CPT 99386** (ages 40 - 64); or **CPT 99387** (ages 65+) – Office Visit inclusive of physician consultation, physical examination, skin cancer screening and screening ultrasound.
2. **CPT 36415** Venipuncture
3. **CPT 80061** Lipid Panel
4. **CPT 81001** Urinalysis
5. **CPT 82040** Albumin serum
6. **CPT 82247** Bilirubin total
7. **CPT 82310** Calcium
8. **CPT 82435** Chloride
9. **CPT 82565** Creatinine
10. **CPT 82947** Glucose
11. **CPT 82977** GGT
12. **CPT 83540** Iron
13. **CPT 83615** LDH
14. **CPT 84075** Phosphatase alkaline
15. **CPT 84100** Phosphorus
16. **CPT 84132** Potassium
17. **CPT 84155** Protein
18. **CPT 84295** Sodium
19. **CPT 84436, 84443, & 84479** Thyroxine, TSH & T3/T4 Uptake (Thyroid Panel)
20. **CPT 84450** AST
21. **CPT 84460** ALT
22. **CPT 84520** Urea Nitrogen
23. **CPT 84550** Uric Acid
24. **CPT 85025** Complete Blood Count
25. **CPT 92552** Audiometry – automated hearing test conducted in a sound-proof booth
26. **CPT 99173** Visual Acuity
27. **CPT 93000** Resting EKG – reflecting the heart’s electrical activity and rhythm to Arrhythmias, CAD, etc.
28. **CPT 94010** Spirometry – breathing/lung function test to determine health status of lungs
29. **CPT 99090** Body Composition Analysis
30. **CPT 82270** Fecal Occult Blood (**Ages 50+**)

SUPPLIER: Lifesigns
COMPANY: City of Las Vegas Firefighters

OPTIONAL ADDITIONAL SERVICES

Service	CPT Code	Charge
Dexa (bone density) Scan	77080	\$120
Mammogram	77057	\$ 85
Pap Smear (handling fee)*	99000	\$ 25
PSA Test	84153	\$ 52
VAP Cholesterol Test	83701 & 84478	\$100

*Billing for the physician interpretation of the specimen will be made separately by laboratory testing facility.

DESCRIPTION OF ELIGIBLE MEMBER:

Eligible Members include all designated employees the City of Las Vegas Firefighters.