

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and 1582 Medical Corporation, a California Corporation, whose address of record is P.O. Box 2073, Sparks, NV 89432, (hereinafter referred to as "Contractor").

WHEREAS, City is undertaking a project to obtain professional medical services for Annual Health, Wellness, and Fitness evaluations for the Merced Fire Department's sworn personnel; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide such services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Contractor shall furnish the following services: Contractor shall provide the requested services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Fire Chief or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on July 1, 2027.

4. **COMPENSATION.** Payment by the City to the Contractor for actual

services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$235,875.00.

5. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONTRACTOR'S BOOKS AND RECORDS.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's

Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects

automobiles owned, leased, hired or borrowed by the Contractor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public

works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by

Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 8/20/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONTRACTOR

BY: Wes Granstrom
(Signature)

Wes Granstrom
(Typed Name)

Its: CEO
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 43-4495497

ADDRESS:

P.O. Box 2073
SPARKS, NV 89432

TELEPHONE: (775) 315-5150

FAX: (775) 823-9025

E-MAIL:

WES@archhealthandwellness.com

Performance Schedule

CITY OF MERCED FIRE DEPARTMENT
NFPA 1582 Compliant Exams



Time	Mon 9/16/23	Tue 9/17/24	Wed 9/18/24	Thurs 9/19/24	Friday 9/20/24	Saturday 9/21/24
800	Walker	Akers	Hathaway	Wells	J. Wilson	Ramirez
830	Trost	Hamm	Verrinder	Buccola	Kraft	Lusher
900	N. Brusenback	Reid	Garcia	Basulto	Derrick	Avant
930	Hermosillo	Tecson	Pixley	Medeiros	Flores	Rice
1000	Luce	Brunelli	Madruga	Franklin	Whitehead	Giotta
1030	BREAK	BREAK	BREAK	BREAK	BREAK	BREAK
1100	Albrecht	Van Hagen	C. Englert	Ipock	Conti	Evans
1130	Johnson	Mariucci	King	Pickinpaugh	Prum	Dickens
1200	Debruyne	Danovaro	O'Neal	Asberry	Souza	Welsh
1230	B. Kelly	Machutta	Timko	Perez	Sumrow	Ralls
1300	C. Wilson	England	McClintock		Paskin	N. Kelly
1330	BREAK	BREAK	BREAK	BREAK	BREAK	
1400	Tierney	Markarian	Simmons	Parker	C. Brusenback	
1430	Lee	Ybarra	Poole	Figley	Ceraban	
1500	Abrahamian	Jones	Fischer	Boehm	Swan	
1530	Silveira	Ross	Jakosa	E. Englert	Ekizian	
1600	Soares		Fleming		Pilloff	
	15	15	15	15	15	8

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SAMPLE SCHEDULE FOR DAY:		Patient # 1	Start Time: 0700	Finish Time: 0830
Station # 1	Ultrasound	30 Minutes	700	
Station # 2	Medical Assistant	30 Minutes	730	
Station # 3	Cardiac Stress Test	30 Minutes	800	
Station # 4	Physician Exam	30 Minutes	830	

SAMPLE SCHEDULE FOR DAY:		Patient # 2	Start Time: 730	Finish Time: 0900
Station # 1	Ultrasound	30 Minutes	730	
Station # 2	Medical Assistant	30 Minutes	800	
Station # 3	Cardiac Stress Test	30 Minutes	830	
Station # 4	Physician Exam	30 Minutes	900	

EXHIBIT A

1582 Compliant Exam – 2023 Program

This “all-inclusive” **NFPA 1582 Compliant Exam** has promotional pricing (through FY2022) for your consideration includes the **On-Site Mobile Fee** or **conducted at 1582 Office**. Our exams are conducted onsite on your Department’s various Battalion Shifts. We can provide contract pricing and timeline commitments to fit your Department needs.

As required in **NFPA 1582**, we use only licensed physicians for your evaluations. Our competitor(s) use mid-level providers, such as nurse practitioners or physician assistants to conduct your member evaluations which does not achieve the NFPA standard.

1582 Extended Panel

Laboratory Blood / Urine Testing:	1582 Extended Panel
Complete Blood Count w/ Differential	Included
Comprehensive Metabolic Panel	Included
Fasting Lipid Panel (LDL, HDL, Trig, Cholesterol)	Included
Urinalysis (with Micro if indicated)	Included
Diabetes Screening - Fasting Blood Glucose / Hemoglobin A1C	Included
Thyroid Panel with TSH	Included
Hemoccult Test (at age 40+)	Included
CA-125 (female fighters only)	Included
Prostate Specific Antigen Screening (male firefighters only)	Included
Vitamin D	Included
High-Sensitivity C-Reactive Protein (hs-CRP)	Included
Occupational Health Testing	
Audiogram (OSHA Rated Hearing Booth)	Included
Biometric Screening (BMI or Calipers Skinfold)	Included
Spirometry (Pulmonary Function Test)	Included
Vital Signs	Included
Vision Screening	Included
Blood Pressure Monitoring	Included
Resting EKG	Included
Cardiopulmonary / Fitness Evaluation (Chapter 8)	
Stress EKG, WFI Protocol <i>(Chapter 8.2.2.1 - An evaluation of aerobic capacity shall be performed after appropriate medical evaluation)</i>	Included
Physician Exam - (NFPA 1582 Compliant)	
Physical Examination (as outlined in Chapter 7.6)	Included
Medical History Review	Included
Skin Cancer Assessment	Included
Health Promotion Counseling	Included
Sleep Disturbance Apnea Questionnaire	Included
Cardiac Risk Stratification	Included
OSHA Resp. Questionnaire / Clearance Letter	Included
Firefighter Medical Clearance – 1582 Tiers	Included

Total Cost per Fire Member**\$675.00**

Minimum of 40 appointments at this rate, volumes less than 40 requires possible negotiation

ONSITE FEE OF \$2,500.00**EXHIBIT B**

Optional Additional Services**Price****Ultrasound Screening Panel***

\$ 200.00

Thyroid, Carotid and Aortic Aneurysm Ultrasounds*

Pancreas, Liver, Gallbladder, Spleen and Kidney Ultrasounds*

Optional: External Pelvic Ultrasound (Females)*, Prostate Ultrasound (Males)*, Testicular Ultrasound (Males)*

*Must have Sonographer Scheduled and Minimum Volumes are required*** denotes this is a non-diagnostic screening only***Chapter 8 - Muscular Strength, Endurance & Flexibility**

\$ 50.00

Lab Testing**Graill (One Test) Cancer Screening**

\$ 699.00

Hepatitis A Titer

\$ 30.00

Hepatitis B Titer

\$ 30.00

Measles, Mumps, Rubella (MMR) Titer

\$ 80.00

Meningococcal Titer

\$ 30.00

Polio Titer

\$ 50.00

Tetanus Diphtheria Titer

\$ 45.00

Varicella Titer

\$ 45.00

Testosterone Blood Test

\$ 35.00

C Reactive Protein (Cardiac)

\$ 45.00

NMR Lipoprotein

\$ 75.00

Heavy Metal (24 Hour Urine Occupational Exposure – Hazmat Testing)

\$ 125.00

Cholinesterase (Hazmat)

\$ 76.00

Infectious Disease Screening

Hepatitis A Virus Screening Test

\$ 35.00

Hepatitis B Virus Screening Test

\$ 35.00

Hepatitis C Virus Screening Test

\$ 35.00

Hepatitis Profile Screening (Immunization and Infection Hep A,B,C)

\$ 80.00

HIV Screening

\$ 40.00

PPD TB Skin Test

\$ 40.00

QuantiFERON Gold TB Blood Test

\$ 75.00

Infectious Disease Management

Flu Vaccine

\$ 25.00

Hepatitis A Vaccination Shot (Series of Two)

\$ 75.00

Hepatitis B Vaccination Shot (Series of Three)

\$ 60.00

Meningococcal Vaccine

\$ 150.00

MMR

\$ 80.00

TDaP (Tetanus Diphtheria Pertussis) Vaccine

\$ 80.00

TwinRix Vaccination Shot (Series of Three)

\$ 105.00

Varicella Vaccine

\$ 120.00

Polio Vaccine Booster

\$ 125.00

Additional Services**MET Test Cardiopulmonary Stress Test (with Cardiology Overread)****\$ 200.00**

Two View Chest X-Ray (PA and LAT) with Overread

\$ 68.00

CDL Paperwork (if bundled with 1582 Physical)

\$ 50.00

DOT CDL Examination and Paperwork (Standalone)

\$ 100.00

1582 Pre-Employment Panel

		1582 Extended Panel
Laboratory Blood / Urine Testing:		
Complete Blood Count w/ Differential		Included
Comprehensive Metabolic Panel		Included
Fasting Lipid Panel (LDL, HDL, Trig, Cholesterol)		Included
Urinalysis (with Micro if indicated)		Included
Diabetes Screening - Fasting Blood Glucose / Hemoglobin A1C		Included
Hepatitis Profile Screening (Infection to A,B,C and Immunity to A and B)		Included
Urine Drug Testing		Included
Occupational Health Testing		
Audiogram (OSHA Rated Hearing Booth)		Included
Biometric Screening (BMI or Calipers Skinfold)		Included
Spirometry (Pulmonary Function Test)		Included
Vital Signs		Included
Vision Screening		Included
Blood Pressure Monitoring		Included
Resting EKG		Included
TB Testing (PPD)		Included
2 View Chest X-Ray (PA and LAT) with Radiologic Interpretation		Included
Cardiopulmonary / Fitness Evaluation (Chapter 8)		
Stress EKG, WFI Protocol <i>(Chapter 8.2.2.1 - An evaluation of aerobic capacity shall be performed after appropriate medical evaluation)</i>		Included
Physician Exam - (NFPA 1582 Compliant)		
Physical Examination (as outlined in Chapter 7.6)		Included
Medical History Review		Included
Skin Cancer Assessment		Included
Health Promotion Counseling		Included
Sleep Disturbance Apnea Questionnaire		Included
Cardiac Risk Stratification		Included
OSHA Resp. Questionnaire / Clearance Letter		Included
Firefighter Medical Clearance – 1582 Tiers		Included
PSPRS Paperwork		Included

Total Cost per Candidate**\$875.00**

Testing will be conducted at 1582 Office in Tucson or any of the Nevada Locations under ARC Health & Wellness or be conducted on-site during Annual Testing at Department.