

**SERVICE AGREEMENT  
ANNUAL EXTENSION – YEAR 2 OF 5  
( No. )**

---

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Occupational Medical Services Service Agreement (Agreement) dated March 1, 2015 between the City of Las Cruces (City) and WorkMed, Inc (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin February 29, 2016 and terminate February 28, 2017.

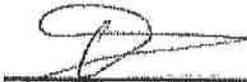
All other terms of the Service Agreement remain the same.

---

AGREED:

WORKMED, INC

CITY OF LAS CRUCES



Signature

Date

Deb Smith

Date

Purchasing Manager

Medical Director

Printed Name/Title



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on March 1, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and WorkMed, Inc., of 2525 S. Telshor, 16-108, Las Cruces, NM 88011 hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

Occupational Medical Services

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.14-15-079, incorporated herein by reference and attached as Exhibit A and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

### 3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

### 4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to the CITY'S RFP No.14-15-079, plus applicable taxes.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

### 5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of work as required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

### 6. TERM AND SCHEDULE

This Agreement shall become effective on March 1, 2015 for a term of one year and pending mutual written agreement, may be extended annually thereafter for up to five

(5) more years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

#### 7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

#### 8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

#### 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

#### 10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

#### 11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

#### 12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

#### 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

#### 14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

- a. Professional Liability: <sup>600,000</sup> ~~\$1,000,000~~ per claim <sup>BO</sup> *ODC*

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project

and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

#### 18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

#### 19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

#### 20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

#### 21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004  
ATTENTION: Andre Moquin

With Copies to: City Attorney  
Purchasing Manager

TO CONTRACTOR: WorkMed, Inc.  
2525 S. Telshor, 16-108  
Las Cruces, NM 88011  
ATTENTION: Dr. Gallardo

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

WORKMED, INC.

CITY OF LAS CRUCES

BY:



Benito Gallardo  
President

BY:



Victoria Fredrick  
Finance Director/  
Acting Purchasing Manager

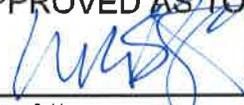
3-03-15

Date

03-05-15

Date

APPROVED AS TO FORM



City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> David Barela Farm Bureau Financial Services 1799 Avenida de Mesilla, Las Cruces, NM 88005	<b>CONTACT NAME:</b> DAVID BARELA <b>PHONE (A/C, No, Ext):</b> 5756479099 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 5756479399
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Farm Bureau Property & Casualty Ins. Co.	<b>NAIC #</b> 13773
<b>INSURED</b> BENITO GALLARDO, WORKMED INC BLDG # 16 STE 108 LAS CRUCES, NM 88011	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP 6007415 00	10/28/2015	10/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 6012422 00	10/28/2015	10/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

CITY OF LAS CRUCES 700 N. MAIN LAS CRUCES, NM 88001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David Barela</i>
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

# **EXHIBIT A**

## **WorkMed, Inc. Proposal**



**RFP COMPLIANCE DECLARATION**

**RFP TITLE:** Occupational Medical Services Price Agreement  
**RFP NO.:** 14-15-079  
**DUE DATE/TIME:** November 21, 2014/ 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: \_\_\_\_\_ is hereby acknowledged (Enter zero if none received)

Company Name and Address:

WorkMed, Inc.  
2525 S. Telshor  
16-108  
Las Cruces, Nm 88011

Authorized Signature  
Benito Gallardo  
Typed or Printed Name  
President  
Title  
Workmed@live.com  
Email address

Telephone number 575-521-1919 Fax number 575-521-1676

Federal I.D. Number 26-2016397 (Mandatory for All Respondents)

Current NM Public Regulatory Commission Registration # 4040655 (Corporation or LLC only)

NM Tax & Revenue Department CRS # 03-131566-00-6

NM Resident Certificate from NM Tax and Revenue Department Enclosed  Yes  No

NM Resident Veteran Certificate from NM Tax and Revenue Department Enclosed  Yes  No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL  
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**



**WorkMed Occupational Health**

**Benito Gallardo, M.D.**

**City of Las Cruces**  
***Proposal for Occupational Medical Services***

***November 21, 2014***

**Number 14-15-079**

**Due Date & Time: November 21, 2014/4:00 pm.**

***Submitted by:***  
**WORKMED Inc.**  
**OCCUPATIONAL HEALTH**

***Dr. Benito Gallardo, M.D., CIME***  
***Medical Director***  
***2525 S. Telshor***  
***#16-108***  
***LAS CRUCES, NM 88011***  
***Office 575-521-1919***

***<http://www.WorkMedlc.com>***

## **Introduction**

WorkMed is an occupational medicine practice owned and operated by Dr. Benito Gallardo, M.D. As a well-established provider of occupational health services, WorkMed focuses on partnering with hospitals, specialists, and industry to promote, protect, and restore workers' health within the context of a safe work environment. Recognized for our dedication to providing the highest quality of care through our comprehensive service model, at WorkMed our mission is to reduce unnecessary health and safety costs by integrating prevention, education, and treatment while simultaneously enhancing the health status of New Mexico's workforce. WorkMed's clinical expertise, aggressive medical management and proven integrated approach to workers' compensation medical cost management significantly reduces job-related medical costs. By partnering with other highly-trained professionals, WorkMed is able to manage work-related medical costs across the spectrum of healthcare services.

WorkMed has developed into one of the leaders in the field of Occupational Medicine. WorkMed's comprehensive occupational and environmental medicine model includes OSHA Compliance Programs, Industrial Hygiene Services, Ergonomic Prevention Programs, Workers' Compensation Injury treatment, Rehabilitation Services, Functional Capacity Evaluations, Impairment Evaluations, Work Hardening/Conditioning, Drug/Alcohol Screening, Physical Examinations, Hearing Conservation Programs, and a variety of on-site health services. As a result of this integrated approach to Occupational Medicine, WorkMed has generated substantial savings in both lost work time and medical costs associated with work-related injuries and illnesses. When compared against national benchmarks, our outcomes outperform others by getting injured workers back to work quicker while maintaining customer satisfaction.

EXHIBIT 1

**City of Las Cruces  
Occupational Medical Services  
Cost Matrix**

**Part 1:**

**Worker's Compensation**

Provide a discount off the Maximum Allowable Payment for Healthcare Services **23 %**

**Part 2:**

**Employee Physicals**

	<u>Price offered to City</u>	<u>Discount Rate</u>	<u>Regular Price</u>
<u>Pre-employment</u>			
Basic: Non Sworn	<u>\$ 37.50</u>	<u>25%</u>	<u>\$50.00</u>
Law Enforcement Officer	<u>\$365.00</u>	<u>20%</u>	<u>\$456.25</u>
Firefighter	<u>\$240.00</u>	<u>20%</u>	<u>\$300.00</u>
Seasonal Employee	<u>\$37.50</u>	<u>25%</u>	<u>\$50.00</u>
 <u>In-service/Periodic</u>			
Basic: Non-Sworn	<u>\$37.50</u>	<u>25%</u>	<u>\$50.00</u>
Law Enforcement Officer	<u>\$150.00</u>	<u>20%</u>	<u>\$187.50</u>
Firefighter	<u>\$150.00</u>	<u>20%</u>	<u>\$187.50</u>
DOT/CDL	<u>\$37.50</u>	<u>25%</u>	<u>\$75.00</u>
Hearing Conservation	<u>\$24.00</u>	<u>20%</u>	<u>\$30.00</u>
Fitness for Duty	<u>See notes</u>		
 <b><u>Other Services</u></b>			
Hepatitis A Vaccinations	<u>\$85.00</u>	<u>20%</u>	<u>\$105.00</u>
Hepatitis B Vaccinations	<u>\$69.00</u>	<u>25%</u>	<u>\$95.00</u>
Hepatitis B Titer	<u>\$32.50</u>	<u>30%</u>	<u>\$47.00</u>
PPD 5TU	<u>\$15.00</u>	<u>40%</u>	<u>\$25.00</u>
Treadmill	<u>\$300.00</u>	<u>25%</u>	<u>\$400.00</u>
X-Ray	<u>See Notes</u>		

EXHIBIT 1

**City of Las Cruces  
Occupational Medical Services  
Cost Matrix Continued**

**Federal Drug and Alcohol Testing for FTA, PHMSA and FMCSA**

	<b>Standard 5 Panel Cost</b>	<b>DOT BAT Cost</b>
Random	27.00	17.50
Post Accident	27.00	17.50
Reasonable Suspicion	27.00	17.50
Follow-up	27.00	17.50
Pre- Employment	27.00	17.50

**Non-Federal Drug and Alcohol Testing (Per City Manager's Policy)**

	<b>Standard 5 Panel Cost</b>	<b>BAT Cost</b>	<b>Law Enforcement (THC, Barbiturates, methadone, methaqualone, propoxyphene, benzodiazepines, and anabolic steroids)</b>	<b>Synthetics (Spice, K2, Bath Salts)</b>
<b>Random</b>	27.00	17.50	\$179.00	\$70
<b>Post Accident</b>	27.00	17.50	\$179.00	\$70
<b>Reasonable Suspicion</b>	27.00	17.50	\$179.00	\$70
<b>Follow-up</b>	27.00	17.50	\$179.00	\$70
<b>Pre- Employment</b>	27.00	17.50	\$179.00	\$70

## DETAIL COST SCHEDULE

WorkMed guarantees the prices listed below to be good for the first year of this contract. We do not anticipate a need to change pricing in subsequent years, but reserve the right to re-negotiate pricing on a line item basis if our costs increase significantly. Any changes in pricing will be negotiated with the City of Las Cruces by providing written notification of such changes no less than 60 days prior taking effect.

Law Enforcement Initial Physical.....	\$365.00	Respirator Questionnaire evaluation .....	\$10.00
Tetanus Vaccine (per dose).....	\$30.00	Hearing Conversation (Audio Testing).....	\$20.00
Firefighter Initial Physical.....	\$240.00	Hepatitis A Vaccine (per dose).....	\$85.00
Law Enforcement Periodic Physical.....	\$150.00	Hepatitis B Vaccine (per dose).....	\$69.00
Firefighter Periodic Physical.....	\$150.00	Drug Screen (DOT and Non-Federal).....	\$29.00
Basic Non-Sworn Physical.....	\$ 37.50	Breath Alcohol Testing.....	\$17.50
Seasonal Employee Physical.....	\$ 37.50	After hours testing fee.....	\$15.00
CDL Physical with Medical Card.....	\$ 47.50	12 Lead EKG with report.....	\$37.50
Fitness for Duty Evaluation.....	see notes	Deposition.....	\$300.00

### Notes:

1. Fitness for Duty evaluations and X-rays exams are priced according to the then-current Worker's Compensation price schedule with the 22% City of Las Cruces discount then applied.
2. Drug testing price is inclusive of collection, lab fees, MRO review, and reporting. This price does not include additional testing on specimens. (reconfirmation requests, etc).
3. Random name selection will be performed at no charge, only if desired by the City of Las Cruces.
4. New Mexico Gross Receipts Tax is added to the cost of all services provided and is not included in the price schedule noted above.

## HIGHLIGHTS OF THIS PROPOSAL

1. Since late August 2014 WorkMed has been a contracted provider of Occupational Medical Services for the City of Las Cruces. In this short time we have provided the services requested in the current Request for Proposal. We have protocols in place for dealing with scheduling needs, reporting and billing, medical records and other administrative tasks. Even more important we have become familiar with the personnel and the needs of the various City of Las Cruces Departments, and we can meet those needs without any learning curve. Our services will be up and running on Day One.
2. Dr. Gallardo served as Medical Director for the City of Las Cruces and provided all services requested in the current Request for Proposal. As a former Medical Director he has the experience and expertise to manage this account efficiently and effectively.
3. All of us at WorkMed recognize that this contract requires the highest level of service to the City of Las Cruces and its employees. We always maintain open lines of communication for questions and concerns; non-emergent visits are always scheduled promptly – on the same day; patient waiting times are minimal. Drug and alcohol screening is done on a walk-in bases and can be completed within 10 minutes of arrival. New injuries and more urgent concerns will always be given priority treatment. Additionally, a member of our staff is always on-call for post-accident and reasonable cause drug and alcohol screening that may be needed at night or over the weekend.
4. WorkMed is open during the lunch hour and has a provider, drug and alcohol screening technicians on staff during this time.

## PERSONNEL

WorkMed currently employs 11 full time employees, 5 which are bilingual. The staff at WorkMed consists of two Medical Review Officers (MRO) & occupational medicine physicians, Certified Nurse Practitioner, medical assistants that are certified in breath alcohol and drug collection. Staff also consists of a Certified professional collectors, certified athletic trainer and a Quality Outcome coordinator. We endeavor to maintain competence-based education and on-going training of all staff, thereby ensuring that they attain and practice the level of competence required to undertake all service task.

It is our intention that all employees will devote *at least* 50% of their FTE (full time equivalent) to maintenance of the Occupational Medicine Services contract with the City of Las Cruces.

WorkMed's Medical Director and Medical Review Officer, Benito Gallardo, Jr., has over thirty years dedicated expertise in occupational medicine, including extensive experience as the former Medical Director of the City Employee's Health Clinic, Concentra Medical Center and OccuCare. Dr. Gallardo is a board certified Independent Medical Examiner. (CIME)

Seth D. Madell, M.C. graduated from Tulane University School of Medicine in 1982. After his residency he worked in the Department of Medicine at the Bryn Mawr Hospital in suburban Philadelphia until 1995, when he and his family moved to Las Cruces. Dr. Madell has been involved in Family Practice, Urgent Care and Occupational Medicine since moving to New Mexico. Dr. Madell is certified by the American Academy of Medical Review Officers (AAMRO). Dr. Madell and Desert Health Care managed the City of Las Cruces occupational medical services for over 9 years.

Wanda Poncik, CNP, graduated from University of Texas at Austin in 1999. In 2003 to current she has worked as a Nurse Practitioner screening, evaluating and monitoring Workmen's Compensation injuries for employees of many industries throughout the Las

Cruces area. Providing pre-employment physicals, screening and routine yearly physicals for such companies as the DEA, UXB, Fed Ex etc.

**A complete copy of Dr. Benito Gallardo's Curriculum Vitae is enclosed**

Our medical providers and other highly trained health care professionals at WorkMed provide comprehensive services from 8:00 a.m. to 5:00 p.m., Monday through Friday at a facility centrally located in Las Cruces, New Mexico. This location gives business and industry in Las Cruces easy access to high quality healthcare dedicated to keeping employees on the job. A 24-hour network is provided via coordination with local urgent care and emergency center facilities utilizing extensive protocols developed to keep employees on the job. We now invite you to explore the comprehensive services provided by WorkMed.

**General Support Services**

Dr. Gallardo will be designated as the Medical Director for this contract. He will be responsible for all medical oversight of all services provided, and will assure that all provisions of this contract are met and applied. Routine staff meetings at WorkMed will allow our staff to develop, implement, and adapt the protocols used to provide the best service possible.

Dr. Gallardo is fully aware that communication with the Risk Management Department is the key in allowing WorkMed manage health care delivery efficiently. As Medical Director for City of Las Cruces (1995) Dr. Gallardo knows the importance of feedback from the Risk Management, Human Resources and other various departments to keep employees healthy, motivated, educated and productive.

WorkMed has identified and works closely with an exclusive group of specialists, hospitals and ancillary providers who understand the workers' compensation delivery system. All participating providers are required to meet established criteria the City has set forth, and complete an informational application with documentation to ensure liability coverage, licensure, etc Special pricing off of state fee schedules are available

from certain specialists, hospitals, and ancillary providers for services such as, but not limited to, lab, x-ray, diagnostics, psychiatrist, etc. WorkMed will further assist Risk Management in maintaining a provider network for the delivery of medical care and assist the City in negotiating favorable pricing.

WorkMed always assures that appropriate care is being given. We confirm identification on all employees, weather they need medical care, drug testing, or other services. We confirm each new patient injury with Risk Management or Third Party Administrator (CCMSI) for prior authorizations for all referrals.

Dr. Gallardo has and will assist City employees and departments in the provision of medical record reports, and forms for various purposes. These may include Family and Medical Leave Act (FMLA) forms, Americans with Disabilities Act (ADA) accommodations, Fitness for Duty concerns, questions regarding causation and work-relatedness of injuries, and other similar issues. This assistance is always offered promptly, and all forms are completed as a courtesy - never at a cost to the City or its employees.

Medical records are available whenever needed. Office notes are dictated or transcribed within 24 hours of the visit and are sent to the insurance carriers or TPA in a timely fashion. Medical records are often provided to specialist referrals so that they have information about care already rendered. Medical records are always available to patients, their attorneys, and to attorneys for the City of Las Cruces, and are provided promptly and completely.

Dr. Gallardo, Dr. Madell and Wanda Poncik are all available during business hours Monday through Friday 8:00 am to 5 pm. Our office is open throughout the year,

with the exception of: New Years', Memorial Day, Labor Day, Thanksgiving & day after, Christmas Eve and Christmas and New Years Day. Our staff will always be available for drug screening and breath alcohol testing 24 hours a day, 365 days a year.

### **Workers' Compensation Case Management Model**

The timeliness of delivery begins with the availability of the provider to the injured workers. The amount of time an employee is away from his or her job due to medical appointments is also critical to timeliness. WorkMed monitors and audits time-in/time-out of each employee's treatment. Average total time in the WorkMed clinic is less than 1 and ½ hour for initial injuries and less than 45 minutes for scheduled follow-up visits.

Our after-hours on-call service is available to City of Las Cruces at no additional charge. The on-call service will direct the injured/ill worker to the appropriate emergency room and will facilitate prompt service for the patient. They will also schedule the patient for follow-up care on the next working day to WorkMed to assess the patient's condition and produce an appropriate treatment plan.

#### **I. Physician Initial and Follow-up Visits**

- Unless otherwise directed, the status of each visit will be communicated by phone to the City of Las Cruces contact by the Physician or Case Manager. After the phone call, the injury status form will be faxed. This form will also document the time the patient signs in and what time they sign out.
- Please note the Physician is always available to answer any questions or address any concerns you may have.

#### **II. Rehabilitation Visits**

- Unless otherwise directed, the status of each visit will be faxed to the City of Las Cruces contact. This form will also document the time in and time out.

### III. Notification of No Shows and Cancellations

- Unless otherwise directed, if an injured employee no shows or cancels their appointment, we will send a fax to the City of Las Cruces contact on the day this occurs that documents this non-compliance.
- After five (5) business days, if the injured employee has not been seen or the visit has not been rescheduled, we will contact the City of Las Cruces Contact via phone to discuss the case.

### IV. Referrals

- If an injured employee requires an outside referral, we will notify the City of Las Cruces contact for approval prior to making this referral and coordinate with the Insurance Carrier as well.
- After the referral and appointment have been made, we will follow up with the referral source and notify the City of Las Cruces contact of the findings.

### V. Ongoing Treatment

- The National average for acute work related injuries is 4 physician visits and 6 rehabilitation visits. To adhere to this benchmark, we have developed a protocol to manage cases more efficiently and effectively.
- If an injured employee exceeds the 4th physician visit or 6th rehabilitation visit, the chart will be flagged for the physician to conduct an in-depth case review regarding the status. Information related to this review will be provided via our medical note and/or phone call to the City of Las Cruces contact. This may include but not limited to, referral for diagnostic testing, referral to outside Physician for evaluation, and/or future physician and rehabilitation visits.

### VI. Rehabilitation Services

Early and aggressive rehabilitation of acutely injured workers has been proven to promote quicker healing and quicker return to unlimited work activities.

WorkMed provides comprehensive rehabilitation services using an "Industrial Athlete" approach to promote effective injury management protocols. We

ensure our therapists provide intense one-on-one injury specific exercise protocols, effective use of therapeutic modalities, and injury prevention training to assist in a complete case management of an injured worker.

### **MMI, Impairment Ratings & Functional Capacity Evaluations**

Dr. Gallardo is a Certified Independent Medical Examiner (CIME) by the American Board of Independent Medical Examiner (AMIME).

Employees who are treated for work-related injuries will always receive a designation of Maximum Medical Improvement (MMI). And will be issued an Impairment Rating, when the appropriate time has come. Even in cases where complete resolution of an injury has occurred and no impairment exists, a formal declaration of MMI and 0% Impairment Rating is stated. Dr. Gallardo will always use the newest version of the AMA Guides to the Evaluation of Permanent Impairment for all ratings. The current version of this reference is the 6<sup>th</sup> edition.

When necessary, a Functional Capacities Evaluation (FCE) can facilitate the return of an injured worker to a safe work environment, while maximizing his or her capabilities. Typically, an FCE is performed at or just after a determination of MMI who questions arise as to an employee's ability to return to his previous job functions in a safe manner. WorkMed uses the services of Southwest Sport & Spine Center, and occasionally other physical therapy facilities, to perform these more intensive and time-consuming evaluations. We have an excellent and ongoing relationship with these local providers and have been able to schedule patients quickly and easily.

### **Drug & Alcohol Testing**

WorkMed adheres to the highest possible standards to assure we protect our customers. All staff performing collections has undergone specialized training and credentialing to perform these services. Each staff member is required to pass a written exam on an annual basis to become Certified Professional Collectors (CPC). As required by DATIA, we have a Certified Professional Collector Trainer (CPCT) on staff to assure

specific procedures and regulatory standards are followed at all times. Proficiency testing is during throughout the year with all certified (BAT's) Breath alcohol testig.

### **Types of Testing**

5, 7,8, or 10 Panel Drug Tests (lab send off and/or Rapid Test) are available per your protocol. These drug tests screen for the following drugs: Amphetamines, Cocaine, Barbiturates, PCP, Cannabinoids, Opiates, Benzodiazepines, Methadone, Propoxyphene, and/or Ecstasy. Results are received within 24-48 hours with regular laboratory drug testing and 15 minutes with Quick Tests. Split Specimen's (a second vile of the same specimen collected at the original date and time) are done for all tests sent to the laboratory for testing. This is done to assure that if a donor wants to challenge the results of the first test, then a confirmation test can be performed on the original specimen collected.

### **MRO Services**

WorkMed staffs two physicians who are Certified Medical Review Officer's (MRO). Our Certified MRO assures that a test that is reported positive is truly a positive test. This includes a comprehensive protocol that we have designed that assures the collection procedures were done correctly, reviewing the results from the laboratory, and interviewing the donor to see if the positive results can be validated for any reason such as the use of prescription medication or a recent medical procedure. The MRO also assures standards are in place at the laboratory that completes the laboratory analysis. The laboratory we use for testing also adheres to the highest credentialing possible including SAMHSA and NIDA certification, along with being CAP accredited. The MRO services are done at no additional cost to you and are a part of our comprehensive substance abuse testing services. Drug and alcohol screening is done on a walk-in bases and can be completed within 15 minutes of arrival

### **Drug Free Workplace**

WorkMed is also a Drug Free Workplace, which means you can be assured that our employees practice the standards we adhere to in our testing protocols.

**Billing and Insurance requirements**

WorkMed is able to meet all billing and insurance requirements listed in RFP.

**See Attachment 3 current insurance certificate & letter**

**REFERENCES**

The following companies can provide references as to the type and quality of work provided to them by WorkMed and Dr. Benito Gallardo.

- 1). Ron Burick  
Risk Management Department  
845 N. Motel Blvd.  
Las Cruces, NM 88007  
575-525-5818
  
- 2). Gary Manley  
Tresco  
1800 Copper Loop, Bldg 1  
Las Cruces, NM 88005  
(575) 528-2200
  
- 3). M-1 Support  
Cynthia Bradshaw  
1150 Rescue Rd.  
Holloman, NM 88330  
(575) 572-3500
  
- 4). Trax  
Michelle Villescascas  
PO Box 398  
WSMR, NM 88002  
(575) 678-2077
  
- 5). Smith & Aguirre  
Cathy Barela  
2475 Lakeside Drive  
Las Cruces, NM 88004  
(575) 527-2500

**SUMMARY**

**WorkMed proposes to meet or exceed all items of scope and requirements of the City of Las Cruces' Occupational needs, as per RFP No. 10-15-079, and are prepared to provide consistent, quality, and cost-effective care at a fair price to the City immediately upon receipt of contract. We now invite you to permit us to continue providing a full range of Occupational Medical Services to the City of Las Cruces upon receipt of a contract.**

**RESIDENT VETERANS PREFERENCE  
BUSINESS VOLUME DECLARATION**

WorkMed Inc. (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

---

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

 11/21/2014  
(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT VETERAN BUSINESS CERTIFICATE

Issued to: **BENITO GALLARDO, WORKMED INC.**

DBA: **WORKMED OCCUPATIONAL HEALTH  
PO BOX 2278  
LAS CRUCES, NM 88004-2278**

Expires: **04-Jun-2017**

This certificate only certifies that certificate-holder has a veteran preference. Tier preference will be decided by the purchasing agent at the time of the award.

Certificate Number:

**L1365939152**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



**FARM BUREAU FINANCIAL SERVICES**

*Insurance • Investments*

1799 Avenida De Mesilla  
Las Cruces, NM 88005  
505.647.9099 | 505.647.9399 fax

**David Barela**  
Agent

Registered Representative/  
Securities & services offered through  
EquiTrust Marketing Services, LLC,\*  
5400 University Avenue,  
West Des Moines, IA 50266,  
877.860.2904, Member SIPC.

To Whom It May Concern,

11/21/14

I am writing in reference to Benito Gallardo, Workmed Inc.. General Liability and Workers  
Compensations policies are currently in force and in good standing. Farm Bureau will provide all  
required coverages with supporting documents in a timely manner prior to contact execution.

Please call should you have any questions or concerns.

Thank you,

David Barela

Farm Bureau Property and Casualty Company  
1799 Avenida de Mesilla  
Las Cruces, NM 88005  
575 647 9099

## **CURRICULUM VITAE**

### **PERSONAL DATA**

<b>NAME</b>	<b>Benito Gallardo, Jr.</b>
<b>AGE</b>	<b>63</b>
<b>DATE OF BIRTH</b>	<b>March 31, 1951</b>
<b>CITIZENSHIP</b>	<b>United States Citizen</b>
<b>LANGUAGES</b>	<b>Bilingual</b>
<b>ADDRESS</b>	<b>2525 S. Telshor #16-108 Las Cruces, NM 88001</b>
<b>TELEPHONE</b>	<b>575-521-1919</b>

### **EDUCATION/TRAINING**

<b>RESIDENCY</b>	<b>Martin Army Community Hospital Fort Benning, Georgia Family Practice 1986</b>
<b>INTERNSHIP</b>	<b>Brooke Army Medical Center Fort Sam Houston, Texas Flexible Internship 1981</b>
<b>MEDICAL SCHOOL</b>	<b>Universidad Autonoma de Juarez Juarez, Mexico 1978</b>
<b>COLLEGE</b>	<b>University of Texas at El Paso El Paso, Texas Bachelor of Science 1974</b>

## **PROFESSIONAL EXPERIENCE**

**OCCUPATIONAL MEDICINE - Contract service providing occupational medicine to include:**

**Pre and post employment services.  
Work related injuries.  
Medical surveillance (repetition motion injuries, manual lifting injuries, physical hazards, hazard substances).  
Impairment ratings.  
Work capacity assessments.  
Medical review officer duties i.e. drug screening, alcohol screening.**

## **OCCUPATIONAL MEDICAL SERVICES**

- 1) WorkMed Inc. - Benito Gallardo, MD, CIME  
2008 - Present  
2525 S. Telshor #16-108  
Las Cruces, NM 88011**
  
- 2) Concentra Medical Center-Medical Director  
September 2005 - August 2007  
2170 E. Lohman, Suite C  
Las Cruces, NM 88001**
  
- 3) OCCU-CARE Medical Clinic – President/Medical Director  
March 1999 – September 2005  
2170 E. Lohman Suite C.  
Las Cruces, NM 88001**
  
- 4) Healthsouth Rehabilitation Outpatient Clinic – Medical Director  
September 1995 – March 1999  
1005 S. Telshor Blvd.  
Las Cruces, NM 88012**
  
- 5) City of Las Cruces Employee Health Clinic - Occupational Medical Director  
January 1992-August 1995  
for all Las Cruces City Employees  
to include: Fire Dept. and Police Dept.  
1085 Medpark  
Las Cruces, NM 88005**

- 6) **United States Army**  
1981-1990  
**General Medical Duties**
  - a. pre-duty assignment physicals
  - b. work related injuries
  - c. post injury assessment
  - d. rehabilitation coordinator
  - e. recovery assessments
  - f. physical impairment eval.
  - g. medical board evaluations

## PROFESSIONAL EXPERIENCE

### **FAMILY PRACTICE CONTRACT SERVICES**

**Contract services providing comprehensive acute and chronic medical care to include motor vehicle accidents. general medicine and emergency care.**

- 1) **WorkMed – Dr. Benito Gallardo**  
2008 – Present  
2525 S. Telshor 16-108  
Las Cruces, NM 88001
- 2) **Ben Archer Health Clinic**  
1995-1999  
1600 Thorpe  
Las Cruces, NM 88005
- 3) **Employee Health Clinic**  
January 1992-1995  
1085 Medpark  
Las Cruces, NM 88005
- 4) **McAfee USA Health Clinic**  
Active Reserve: January 1987-January 1992  
White Sands Missile Range, NM  
Acute Care Provider

### **United States Army**

**USA MEDDAC, Fort Drum, NY**  
Active Reserve: January 1987-January 1990  
Major, Medical Corps  
Chief of Family Practice  
Department Staff Care Provider

**McAfee USA Health Clinic  
White Sands Missile Range, NM  
Active Reserve: 1981-1984  
CPT, Medical Corps  
General Medical Officer**

**SIGNIFICANT ACHIEVEMENTS/RESPONSIBILITIES, FORT DRUM, NY**

- 1. Alternate Commander, Fort Drum MEDDAC.**
- 2. Establishment and development of a Family Practice Clinic at Fort Drum.**
- 3. Family Practice Clinic Administrator and Director.**
- 4. Supervised ten FPC staff physicians.**
- 5. Supervised and controlled activities of the Family Practice Clinic.**
- 6. Supervised the development and implementation of all policies pertaining to FPC and patient care.**
- 7. Supervised and development of FPC preceptorship, affiliated with SUNY Health Science Center, Syracuse NY.**
- 8. Supervised and directed the development of CME program ongoing at Fort Drum accredited by AAFP.**
- 9. Developed and established an effective patient appointment system.**
- 10. Monitored the professional aspects of the ambulatory patient care program, Urgent Care Center, Specialty clinics, and the Holding Area of the Wilcox Army Health Clinic at Fort Drum.**
- 11. Point of contact and medical consultant for the AIDS program at Fort Drum.**
- 12. AIDS Program Director.**
- 13. Infectious Control Committee Chairman.**
- 14. Rabies Control Committee Chairman.**
- 15. Alternate QA Committee Chairman.**
- 16. Alternate Credentials Committee Chairman.**
- 17. Alternate Medical Advisor for Medical Evaluations Board.**

18. Staff physician at Wilcox Family Practice Clinic, House of Good Samaritan and Mercy Hospitals. Provided comprehensive acute and chronic medical care to active duty soldiers and their dependents to include OB-GYN, pediatric, general medicine and emergency care.

19. Staffed the Urgent Care Center at Fort Drum from 1987-1988.

#### SIGNIFICANT ACHIEVEMENTS/RESPONSIBILITIES WSMR, NM

1. Provided preventative medical and emergency care to active duty soldiers dependents and retired military personnel.
2. Alternate Acting Clinic Commander.
3. Medical Advisor to all nursing personnel and clinic staff.
4. Immediate supervisor and consultant for physician assistant.
5. Assistant Pharmacy Officer.
6. Alternate Commander of Emergency Medical Team.

#### HONORS/ACTIVITIES

Certificate of Achievement for Outstanding  
Medical Services to Chattahoochie Valley,  
Ft. Benning Community, 1984 - 1986

Army Commendation Medal, 1984

Surgeon General Physician Recognition  
Award of all Armed Forces, 1983

#### SOCIETY MEMBERSHIPS

AAFP

Uniformed Services Academy of Family  
Practice, 1982 - 1986

#### CERTIFICATION

ECFMG, 1979

FLEX, New Mexico 1989

**American Board of Family Practice 1987 – 1994**

**ABIME (Certified Independent Medical Examiner) 09-08-2009**

**AAMRO - MRO Certification**

**IME Skills for Physicians – Masters Program 2012- SEAK**

**PROFESSIONAL LICENSES**

**New Mexico  
NM 89-197  
Issued November 1989  
Expires June 30, 2014**

**HOSPITAL AFFILIATION**

**Mercy Hospital  
Watertown, New York  
Active Staff 1987 - 1989**

**House of Good Samaritan  
Watertown, New York  
Active Staff 1987 - 1989**

**TEACHING AFFILIATION**

**FPC Preceptorship at Fort Drum affiliated  
With SUNY, Health Science Center,  
Syracuse, New York**

**MEMBERSHIPS**

**American College of Occupational and Environmental Medicine**

**American Board of Independent Medical Examiners**



WorkMed Occupational Health

Benito Gallardo, M.D.

**City of Las Cruces**  
***Proposal for Occupational Medical Services***

***November 21, 2014***

**Number 14-15-079**

**Due Date & Time: November 21, 2014/4:00 pm.**

***Submitted by:***  
**WORKMED Inc.**  
**OCCUPATIONAL HEALTH**

***Dr. Benito Gallardo, M.D., CIME***  
***Medical Director***  
***2525 S. Telshor***  
***#16-108***  
***LAS CRUCES, NM 88011***  
***Office 575-521-1919***

***<http://www.WorkMedlc.com>***

EXHIBIT 1

**City of Las Cruces  
Occupational Medical Services  
Cost Matrix**

**Part 1:**

**Worker's Compensation**

Provide a discount off the Maximum Allowable Payment for Healthcare Services **23 %**

**Part 2:**

**Employee Physicals**

	<u>Price offered to City</u>	<u>Discount Rate</u>	<u>Regular Price</u>
<u>Pre-employment</u>			
Basic: Non Sworn	<u>\$ 37.50</u>	<u>25%</u>	<u>\$50.00</u>
Law Enforcement Officer	<u>\$365.00</u>	<u>20%</u>	<u>\$456.25</u>
Firefighter	<u>\$240.00</u>	<u>20%</u>	<u>\$300.00</u>
Seasonal Employee	<u>\$37.50</u>	<u>25%</u>	<u>\$50.00</u>
<u>In-service/Periodic</u>			
Basic: Non-Sworn	<u>\$37.50</u>	<u>25%</u>	<u>\$50.00</u>
Law Enforcement Officer	<u>\$150.00</u>	<u>20%</u>	<u>\$187.50</u>
Firefighter	<u>\$150.00</u>	<u>20%</u>	<u>\$187.50</u>
DOT/CDL	<u>\$37.50</u>	<u>25%</u>	<u>\$75.00</u>
Hearing Conservation	<u>\$24.00</u>	<u>20%</u>	<u>\$30.00</u>
Fitness for Duty	<u>See notes</u>		
<u>Other Services</u>			
Hepatitis A Vaccinations	<u>\$85.00</u>	<u>20%</u>	<u>\$105.00</u>
Hepatitis B Vaccinations	<u>\$69.00</u>	<u>25%</u>	<u>\$95.00</u>
Hepatitis B Titer	<u>\$32.50</u>	<u>30%</u>	<u>\$47.00</u>
PPD 5TU	<u>\$15.00</u>	<u>40%</u>	<u>\$25.00</u>
Treadmill	<u>\$300.00</u>	<u>25%</u>	<u>\$400.00</u>
X-Ray	<u>See Notes</u>		

EXHIBIT 1

**City of Las Cruces  
Occupational Medical Services  
Cost Matrix Continued**

**Federal Drug and Alcohol Testing for FTA, PHMSA and FMCSA**

	<b>Standard 5 Panel Cost</b>	<b>DOT BAT Cost</b>
Random	27.00	17.50
Post Accident	27.00	17.50
Reasonable Suspicion	27.00	17.50
Follow-up	27.00	17.50
Pre- Employment	27.00	17.50

**Non-Federal Drug and Alcohol Testing (Per City Manager's Policy)**

	<b>Standard 5 Panel Cost</b>	<b>BAT Cost</b>	<b>Law Enforcement (THC, Barbiturates, methadone, methaqualone, propoxyphene, benzodiazepines, and anabolic steroids)</b>	<b>Synthetics (Spice, K2, Bath Salts)</b>
<b>Random</b>	27.00	17.50	\$179.00	\$70
<b>Post Accident</b>	27.00	17.50	\$179.00	\$70
<b>Reasonable Suspicion</b>	27.00	17.50	\$179.00	\$70
<b>Follow-up</b>	27.00	17.50	\$179.00	\$70
<b>Pre- Employment</b>	27.00	17.50	\$179.00	\$70

**DETAIL COST SCHEDULE**

WorkMed guarantees the prices listed below to be good for the first year of this contract. We do not anticipate a need to change pricing in subsequent years, but reserve the right to re-negotiate pricing on a line item basis if our costs increase significantly. Any changes in pricing will be negotiated with the City of Las Cruces by providing written notification of such changes no less than 60 days prior taking effect.

Law Enforcement Initial Physical.....	\$365.00	Respirator Questionnaire evaluation .....	\$10.00
Tetanus Vaccine (per dose).....	\$30.00	Hearing Conversation (Audio Testing).....	\$20.00
Firefighter Initial Physical.....	\$240.00	Hepatitis A Vaccine (per dose).....	\$85.00
Law Enforcement Periodic Physical.....	\$150.00	Hepatitis B Vaccine (per dose).....	\$69.00
Firefighter Periodic Physical.....	\$150.00	Drug Screen (DOT and Non-Federal).....	\$29.00
Basic Non-Sworn Physical.....	\$ 37.50	Breath Alcohol Testing.....	\$17.50
Seasonal Employee Physical.....	\$ 37.50	After hours testing fee.....	\$15.00
CDL Physical with Medical Card.....	\$ 47.50	12 Lead EKG with report.....	\$37.50
Fitness for Duty Evaluation.....	see notes	Deposition.....	\$300.00

**Notes:**

1. Fitness for Duty evaluations and X-rays exams are priced according to the then-current Worker’s Compensation price schedule with the 22% City of Las Cruces discount then applied.
2. Drug testing price is inclusive of collection, lab fees, MRO review, and reporting. This price does not include additional testing on specimens. (reconfirmation requests, etc).
3. Random name selection will be performed at no charge, only if desired by the City of Las Cruces.
4. New Mexico Gross Receipts Tax is added to the cost of all services provided and is not included in the price schedule noted above.