



Chandler • Arizona
Where Values Make The Difference

#17

JUL 28 2016

MEMORANDUM

Fire, Health & Medical Department

DATE: JULY 28, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*

FROM: TOM DWIGGINS, FIRE CHIEF *TD*

SUBJECT: PHYSICAL EXAMINATIONS APPROPRIATION FOR FY 2016/17

RECOMMENDATION: Staff recommends City Council approve the appropriation for Firefighter Physical Examinations in accordance with the Intergovernmental Agreement (IGA) with the City of Phoenix, in the amount of \$166,773.

BACKGROUND/DISCUSSION: Annual medical exams are required by OSHA for Firefighters who wear breathing apparatus in order to enter hazardous atmospheres. The City of Chandler entered into an IGA with the Phoenix Fire Department Health Center in 2002 to perform these exams. This IGA provides Chandler Fire, Health & Medical Department personnel with required annual medical and physical fitness examinations. These exams are performed by Occupational Physicians whose primary focus is firefighter health and wellness. The annual exam cost is remaining the same as last year, \$743 per firefighter. All exams are done in accordance with the recognized national standard, NFPA 1582.

FINANCIAL IMPLICATIONS: Financial implication is \$166,773 (211 exams @ \$743, \$10,000 for misc. lab tests, and back to work examinations). Funds are appropriated in the FY 2016/17 Fire Operating Budget, Line Item 101.2210.5211.

PROPOSED MOTION: Move City Council approve the appropriation for firefighter physical examinations in accordance with the Intergovernmental Agreement (IGA) with the City of Phoenix, in an amount of \$166,773.

07-221

INTERGOVERNMENTAL AGREEMENT
FOR PHYSICAL EXAMINATIONS AT THE PHOENIX FIRE DEPARTMENT
HEALTH CENTER

103751

THIS AGREEMENT, is made and entered into this 16th day of July, 2002, by and between the City of Chandler on behalf of its Fire Department, hereinafter referred to as ("CFD") and the City of Phoenix on behalf of its Fire Department, hereinafter referred to as ("PFD").

WITNESSETH:

WHEREAS, agreements between municipalities for mutual assistance and intergovernmental cooperation in public safety areas, including the operation and management of municipal fire and police departments, currently exist and generally benefit the entities involved; and

WHEREAS, it is the desire of the CFD and PFD to continue to work together for the mutual benefit of their communities, the public and their personnel; and

WHEREAS, it is the desire of the CFD and PFD to enter into an Intergovernmental Agreement for the provision of annual firefighter medical examinations for sworn personnel as required by federal and state law and/or national fire service standards and regulations as deemed necessary by the Chiefs of their respective departments.

NOW, THEREFORE, IT IS AGREED:

1. That CFD personnel may participate in the annual firefighter physical examination program provided by the PFD and any other such employee health and safety programs the PFD may have to offer. Services are to be provided at the PFD Health Center or such other location designated by the PFD.
2. That the PFD may charge for the physical examinations and for other programs and services offered to CFD personnel pursuant to this Agreement. The current rates for such services are as set forth in Exhibit A. The PFD shall notify the CFD at least sixty (60) days before changing the rates charged for such services. Specific contracts or agreements may be drafted between the PFD and CFD specifying any modification to the standard rates and charges reflecting in kind services or other specific terms and conditions. The spirit of this Agreement is to encourage the development of cooperative member health and safety programs and efforts between the PFD and CFD.
3. Nothing in this Agreement shall limit the ability of the CFD from agreeing to participate in more specific contracts for services with the PFD or any other agency, nor shall this prohibit either party from entering in to any other agreement for medical services with another jurisdiction, agency or entity which is not a party to this Agreement.
4. It is not intended by this Agreement to create, and nothing contained in this Agreement shall create, any partnership, joint venture or similar arrangement among the parties hereto.

5. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

6. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, or other fault of the indemnitor, its agents, employees, or contractors.

7. The physicians contracted by the PFD to provide the service contemplated by this Agreement shall provide medical malpractice and Professional Liability insurance at limits of no less than One Million Dollars (\$1,000,000) per occurrence. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance, if applicable, shall, for claims arising out of the performance of the contract, name, to the fullest extent permitted by law, the other party and its agents, representatives, officers, directors, officials and employees as Additional Insureds.

8. The parties recognize that it is the responsibility of each party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices be required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to the other

party hereto to inspect the premises and workplace of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each party hereto.

9. The parties understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to their respective operations, agree to comply with the IRCA during all activities performed under this Agreement and agree to permit the other party to inspect its personnel records to verify such compliance.

10. Neither party, while performing under this Agreement, shall discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. Further, the parties agree to take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment; promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or services in connection with this Agreement.

11. The parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of Section 38-511, Arizona

Revised Statutes.

12. This Agreement has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned City Attorneys for the parties and determined to be in proper form and within the powers and authority granted to each party under the laws of the State of Arizona.

13. This Agreement shall commence upon filing with the Maricopa County Recorder's Office and continue in force until terminated by formal act of the parties to this Agreement.

IN WITNESS WHEREOF, this Agreement is dated the year and date first above written.

ATTEST:

Vicky Miel
City Clerk

CITY OF PHOENIX,
a municipal corporation

~~FRANK FAIRBANKS~~, City Manager

Alan V. Brunacini
Fire Chief
Steve Storment
Assistant Chief

APPROVED AS TO FORM:

William D. Rock
ACTING City Attorney, City of Phoenix

2002 AUG 13 AM 9:55

CITY CLERK EMERSON

AGENCY: CITY OF CHANDLER
a municipal corporation

ATTEST:

Molly Granello

Acting City Clerk

BY: *James P. Roxburgh*

James P. Roxburgh
Fire Chief

APPROVED AS TO FORM:

Dennis M. O'Neill

City Attorney, City of Chandler

**Phoenix Fire Department
Charge For Services List**

10-Apr-02

<u>Category</u>	<u>Service</u>	<u>Charge</u>
Cardiovascular - Non Physical		
	Electrocardiogram	\$40.00
	Exercise stress test	\$200.00
Cardiovascular - With Physical		
	Exercise stress test	\$0.00
Chart Copy Fee		
	Chart Copy Fee	\$25.00
Comprehensive Exam		
	Annual	\$500.00
	Pre-Employment	\$500.00
	Retiree	\$500.00
	Tiered	\$250.00
Dermatology Exam		
	Derm - Comprehensive	\$120.00
	Derm - Detailed	\$100.00
	Derm - Focused	\$60.00
Fitness Evaluation		
	Fitness Eval.	\$0.00
Individual Evaluations		
	Audiometry Test	\$30.00
	Pulmonary Function Test	\$30.00
	Visual Acuity Test	\$30.00
Lab Charge		
	Stat Charge	\$25.00

Program: Medical Category: Financial Report Name: Charge For Services Report Page: 1

<u>Category</u>	<u>Service</u>	<u>Charge</u>
Lab Tests - Non Physical		
	Albumin	\$5.00
	Alk. Phosphatase	\$15.00
	Basic Metabolic Panel	\$10.00
	Blood Type	\$15.00
	CBC	\$8.00
	Comp Metabolic Panel	\$22.00
	Electrolyte Panel	\$16.00
	Glycohemoglobin	\$22.00
	HDL (Cholesterol)	\$10.00
	Hepatic Function Panel	\$10.00
	Hepatitis A Antibody	\$25.00
	Hepatitis B Antibodies	\$22.00
	Hepatitis C Antibodies	\$15.00
	Hepatitis Panel	\$262.00
	Histology (Biopsy)	\$90.00
	HIV	\$12.00
	Iron	\$5.00
	Lab draw Fee (satellite lab fee)	\$12.00
	Lipid Panel	\$8.00
	Other	
	Potassium	\$15.00
	PSA	\$12.00
	RIBA (for Hepatitis C confirmation)	\$75.00
	Sed Rate	\$12.00
	Testosterone	\$85.00
	Thyroid Profile (T7)	\$15.00
	TSH	\$27.00
	Uric Acid	\$15.00
	Urinalysis	\$5.00
	Varicella Titer	\$12.00
Lab Tests - With Physical		
	CBC	\$0.00
	Hepatitis C Antibodies	\$0.00
	HIV Screening	\$0.00
	PSA	\$0.00
	Urinalysis	\$0.00
	Wellness Profile	\$0.00

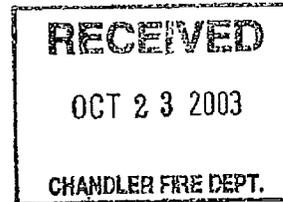
<u>Category</u>	<u>Service</u>	<u>Charge</u>
Medications		
	Engerix	\$40.00
	Flu	\$10.00
	Flu Lot 4018056	\$10.00
	Flu Lot 7F81771	\$10.00
	Flu Lot U0435AA	\$10.00
	Flu Lot U0593AA	\$10.00
	Flu shot - U0095AA	\$10.00
	Flu Shot 0981810	\$10.00
	Havrix	\$25.00
	MMR	\$40.00
	TB Skin Test	\$10.00
	Tetanus/diphtheria	\$10.00
	Toradol	\$10.00
	Triamcinolone	\$10.00
	Varifax (Varicella)	\$75.00
Meds/Self Pay		
	Engerix	\$40.00
	Flu Lot U0435AA	\$10.00
	Havrix	\$10.00
	MMR	\$40.00
	TB Skin Test	\$10.00
	Tetanus/diphtheria	\$10.00
Physician Examination/Consult		
	CDL Exam during physical	\$10.00
	CDL Exam not during physical	\$25.00
	EMT Exam during physical	\$25.00
	EMT Exam not during physical	\$10.00
	Established Patient - Comprehensive	\$100.00
	Established Patient - Detailed	\$55.00
	Established Patient - Focused	\$30.00
	Exposure consult	\$50.00
	Flexible Sigmoidoscopy Exam	\$100.00
	Initial Patient - Comprehensive	\$120.00
	Initial Patient - Detailed	\$75.00
	Initial Patient - Focused	\$50.00
	Nurse Consult	\$25.00
	PPD Skin Test Read	\$0.00

<u>Category</u>	<u>Service</u>	<u>Charge</u>
Radiology		
	Chest (PA)	\$30.00
	Chest 2 view (PA & Lateral)	\$50.00
	Other	
	Radiologist interpretation fee	\$15.00
Supplies		
	2" Ace Bandage	\$3.00
	3" Ace Bandage	\$3.00
	4" Ace Bandage	\$3.00
	Ankle Brace	\$25.00
	Elbow Brace	\$25.00
	Kling	\$2.00
	Knee Brace	\$40.00
	Shoulder Brace	\$35.00
	Sterile 4X4	\$2.00
	Sterile Suture Tray	\$25.00
	Suture	\$10.00
	Suture Removal Tray	\$10.00
	Tubular Bandage	\$5.00
	Visco-heel soft spot	\$27.95

EXHIBIT A



City of Phoenix
FIRE DEPARTMENT
HEALTH CENTER



October 16, 2003

Chandler Fire Department
Attention: Chief Jim Roxburgh
Mail Stop 801
P.O. Box 4008
Chandler, AZ 85244

The purpose of this letter is to inform you of some future changes that will occur at the Phoenix Fire Department's Health Center. The following changes will be effective January 1, 2004.

PHYSICAL EXAM INCREASE:

After a complete analysis of what it costs to provide a full medical physical exam for firefighters, it has come to our attention that an increase needs to be considered. Since 1996 the Phoenix Fire Department Health Center has charged \$500.00 for a full firefighter physical examination. It is necessary that we increase the price for physical exams due to a rise in the cost of conducting our business. We have avoided raising our prices for as long as possible, but we can no longer prolong the inevitable.

As of January 1st, 2004 the cost for an annual firefighter physical exam will be \$718.00. The Phoenix Fire Department Health Center recognizes that this will affect your current budget as well as future budgets. It is the goal of the Phoenix Fire Department to help your department with this transition. In order to help, the Phoenix Fire Department Health Center has devised a 2-phase program. On January 1st, 2004 we will increase the physical exam cost by \$100.00 (\$600.00 per physical exam) and July 1st, 2004 an additional increase of \$118.00, which will bring us to \$718.00 per physical exam. The Phoenix Fire Department Health Center will work with you to make this as painless as possible.

INDUSTRIAL INJURIES:

The Phoenix Fire Health Center insures that every firefighter is reviewed, treated, and overseen in a fashion that maximizes their opportunity to perform effectively and at peak levels. The Medical staff at the Phoenix Fire Department Health Center is available to help with the care and treatment of Industrial Injuries that may occur within your department at no cost to your department. The Phoenix Fire Department Health Centers Industrial Injury Case Manager will work as a liaison with your Industrial Injury Claims department, the injured firefighter, your department and the physicians. Many times they work behind the scenes to ensure the whole system works like a well-oiled machine by explaining policies and procedures for industrial or other injuries to members and keeping the necessary paperwork moving through the system.

INFECTIOUS CONTROL OFFICER:

The objective of the Phoenix Fire Department is to provide outlying Fire Departments with a designated Infection Control Officer. The major objectives of this program, assures quality of care of patients and department members. Provides a liaison between medical facilities, the medical examiner and the State's Public Health Office. Assists your department insuring compliance with federal, state, and local laws and regulations. Develops and institutes a comprehensive program for exposure notification and medical follow-up. Monitors compliance with the department's infectious control practices and procedures. Continues to update exposure control program to include T.B. control.

The responsibility of the Infection Control Officer would be to work with your department's administration, risk management and safety on infectious control related compliance issues. Establish and maintain records on employee exposures, medical follow-up and personnel health. Report cumulative statistics on exposures and compliance monitoring to Risk Manager and Safety Officer. Ensure reporting and documentation of exposures, medical follow-up, confidentiality, and record keeping. Prepare monthly / yearly infectious control issues, compliance issues and status of the exposure control plan. Work with medical control facility representatives to ensure timely exposure notification, testing and reporting. Interview and assist exposed department personnel. Assist with the evaluation of new products and equipment relating to infectious control – OSHA compliance. Develop new infectious control policies and procedures for your department. Work with medical examiner regarding exposures involving deceased persons.

The costs of this service would be \$66.00 per member per year. If you are interested in this service the following cost can be added to the cost of the Physical Examination and included in the IGA.

HEALTH CENTER INTERNSHIP:

The Phoenix Fire Department Health Center is inviting Fire Department's who currently use the Phoenix Fire Department Health Center for firefighter medical physicals to review the following Assistant to the Wellness Center Coordinator Position. This position would encompass a Fire member from your department, being assigned by your department to the Phoenix Fire Department Health and Wellness Section. In September the Health Center opened for Physicals on Saturday's. This opens the opportunity for a job share consideration with two outlying departments; this would reduce your costs for Physical Examinations for your department. Based on having one assistant option Phoenix would lower the total annual amount charged to your city for firefighter physicals, up to \$70,000 (\$718 X # of physicals performed). Job share option (two assistants working 3 days a week) Phoenix would lower the total annual amount charged to your city for firefighter physical exams to \$35,000 (\$718 X # of physicals performed).

Requirements:

- Certified Emergency Paramedic
- ACLS Certified
- EMT Certified
- Minimum 4 years firefighter experience
- Peer Fitness Trainer Certified and completed GCC PFT course or IAFF/IAFC/ACE PFT

Job Duties:

- Conduct Firefighter Fitness Evaluations in accordance with IAFF/IAFC Initiative Guidelines.
- Management of PFD Health & Wellness Center Gym under the direction of the Wellness Coordinator.
- Participate in Data Collection / Management of firefighter health and wellness information.
- Develop "Personal Programs" for PFD Fire personnel. This would include strengthening, flexibility, cardiovascular and nutrition.
- Conduct, as directed by Health Center Medical/Nursing Staff, 12 lead EKG maximal treadmill as well as sub-maximal treadmills. Possess the ability to recognize lethal rhythms and provide Advance Cardiac Life Support Treatment as needed.
- Conduct Phlebotomy and immunization injections during schedule yearly firefighter examinations. This may require visits to PFD Stations.
- Assist with Health Center Medical/Nursing Staff with pulmonary function, vision and hearing testing required by OSHA and NFPA.
- Assist with the Health and Safety Symposium as directed by PFD Wellness Coordinator.

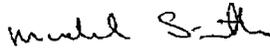
- Other Duties as assigned.

Work Schedule, Selection and Supervision:

- Monday through Friday / Job Share 3 days per week
- PFD Health & Wellness Staff will conduct interviews for the position.
- Assistant to the Wellness Coordinator will report to Health Center Division Chief with direction from the Wellness Coordinator.

I would like to thank you for the opportunity to share the following changes within our Phoenix Fire Department Health Center and for your continued support with this program. The Phoenix Fire Department Health Center strives to insure that all members of ALL departments have a healthy and productive career and retirement. If you have any questions regarding this increase or any of the information contained in this letter, please do not hesitate to contact me at my office (602) 534-3939.

Respectfully,



Mike Smith, Division Chief
Health Center – Phoenix Fire Department

Phoenix Fire Department Health Center
Fees Schedule For Individual Procedures / Vaccinations / Exposure Testing

Medical Examination Includes:

Walk-In Fees
January 1st, 2004

EKG (resting)	55.00
EKG (treadmill)	250.00
Chest X-ray	55.00
Fitness evaluation	65.00
Lab Work	95.00
Pulmonary	40.00
Hearing	35.00
Vision	35.00
Skin Fold	25.00
Physician/Patient conference and exam	135.00
C-Reactive Protein	25.00

New Test Available:

We would like to make you aware that in addition to the above services, The PFD Health Center now offers a new blood test called the C-Reactive Protein Test. This test identifies those individuals that are at risk of Cardiovascular Disease over the age of 35, and selectively for those under 35 with significant cardiac health issues. Currently, the Health Center is providing this test to Phoenix Firefighters only. If you would like to provide this test for your firefighters we can do so for an additional fee of \$25.00 per member. Beginning July 1, 2004 this test will be included in the comprehensive medical exam.

Additional Service Fees - Vaccinations / Exposure Testing

-Hepatitis A (Havrix)	30.00
-Engerix (Hepatitis B vaccine)	40.00
-Flugen (flu vaccine)	15.00
-HBSA (Hepatitis B antibodies)	20.00
-HIV Blood Test/Consult	50.00
-HIV Blood Test (follow up)	25.00
-MMR (Measles, Mumps, Rubella)	40.00
-Rubella antibody blood test	20.00
-Rubella vaccine	20.00
-TB skin test	20.00
-Tetanus Diphtheria	20.00



City of Phoenix

FIRE DEPARTMENT
HEALTH CENTER

April 3, 2012

To Whom It May Concern:

I have recently reviewed the tests and immunizations that we order on Phoenix firefighters for their annual physicals and have made some revisions. I am aware that we have recently notified your department of upcoming increases to our immunization and lab fees that will be effective starting July 1, 2012. However, I thought you might be interested in the changes that we are making, which may influence adjustments to the selections recently submitted on your *Letter of Authorization*.

- We have stopped routine annual testing of the Hepatitis C Antibody, but will continue to test firefighters after exposures and new hire Recruits.
- We are discontinuing annual C-Reactive Protein (CRP) tests on our members, a **blood test** marker for inflammation in the body. Not all cities were involved in this testing.
- Chest x-rays will be done if the last one was over 4 years ago (rather than 3 years). NFPA guidelines recommend at least every 5 years.
- We are replacing the \$30.00 Tetanus vaccine with the \$60.00 Tdap (Tetanus, Diphtheria, and Pertussis) when firefighters are due for their 10 year Tetanus booster. This gives them protection against Pertussis and is consistent with national recommendations.
- We are completing a one time Varicella titer on all our members. The antibody titer is a laboratory test that measures the presence and amount of antibodies in blood. About 5% of Phoenix firefighters have negative titers and are at risk for chickenpox. This can be a very serious infection in adults and those who are infected are contagious for several days before the rash presents. Those who have negative titers will be advised to obtain a 2 shot vaccine series at Walgreen's. The vaccine requires special storage that we do not have available at the Health Center.

You may continue doing everything as selected per your *Letter of Authorization*, or adjust your selections based on the information above. If you would like to adjust your *Letter of Authorization*, please contact Carissa Kelsen at 602-534-3941 and she will assist you. If you have questions regarding this new information, I can be contacted at 602-534-3938.

Respectfully,


Tim England, D.O.

Letter of Authorization
Immunizations and Special Labs

Date: March 15, 2012

Phoenix Fire Department
Health Center
Attention: Deputy Chief Mike Smith
150 S. 12th St.
Phoenix, AZ 85034

This letter is intended to inform the Phoenix Fire Department Health Center that the Chandler Fire Department authorizes the following for our members:

- Any of the vaccinations listed below as deemed necessary by a Health Center physician
- Please do not provide any of the vaccinations listed below for our members
- Provide only the vaccinations **selected** (place a check mark in the left hand column) for our members.

✓	Vaccine	Cost as of July 1, 2012
	Hepatitis A	\$50.00
✓	Hepatitis B	\$60.00
	Twinrix (Hep A&B Combo)	\$100.00
	Tetanus	\$30.00
	Tdap (Tetanus, Diphtheria, Pertussis)	\$60.00
✓	TB Test	\$25.00
	MMR (Measles, Mumps, Rubella)	\$60.00
	Flu	\$20.00

✓ Indicates item is selected for approval.

See next page:

Additional Laboratory Test Authorization

- We authorize **only the additional labs selected** (indicated by check mark in left hand column) as deemed necessary by a Health Center physician. Any labs needed beyond the selected items will be the member's responsibility.
- Members may utilize their personal health insurance card for **all** additional labs that the Health Center physician's deem necessary.

✓	Additional Laboratory Tests	Cost as of July 1, 2012
✓	Hep C Antibodies (for exposure only)	\$25.00
	Creatine GFR	\$22.00
	Glycohemoglobin	29.00
	HBSA	\$45.00
	Hep C RIBA	\$100.00
✓	HIV Antibody	\$25.00
✓	PSA	30.00
✓	CRP	\$30.00
	Rubella Titer	\$50.00
	Sed Rate	\$11.00
	Thyroid Profile T7	25.00
	TSH	60.00
	Varicella Titer	36.00

✓ Indicates item is selected for approval.

I have read and approve the selections on both page 1 and 2 of this document for our Department:

Val Gane SAFETY & COMPLIANCE CHIEF
Please Print Name and Title/Rank


Signature

Please return this Letter of Authorization to the Health Center by March 30, 2012.

Thank you.