



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

18

2. Council Meeting Date:
January 25, 2007

TO: **MAYOR & COUNCIL**

3. Date Prepared: January 9, 2007

THROUGH: **CITY MANAGER**

4. Requesting Department: Management Services

5. **SUBJECT:** Award an annual contract for Occupational Health Care Services (RFP No. RM7-948-2368) to Banner Occupational Health Services in an amount not to exceed \$70,000.

6. **RECOMMENDATION:** Staff recommends that Council award an annual contract for Occupational Health Care Services (RFP No. RM7-948-2368) to Banner Occupational Health Services in an amount not to exceed \$70,000.

7. **HISTORICAL BACKGROUND/DISCUSSION:** This contract provides for occupational health services for City employees and volunteers. The services include new hire physical examinations, fit-for-duty exams, post-accident urine drug screens, immunizations, post-exposure and periodic surveillance examinations (such as CDL, Respiratory Clearance, Police Special Assignment Unit (SAU) as necessary to comply with OSHA standards, ADOT requirements, NIOSH, CDC, and Department of Health Services recommendations and guidelines. The departments that utilize these services include Police, Fire, Public Works, Municipal Utilities, Community Services, and Human Resources.

8. **EVALUATION PROCESS:** The current contract for occupational health care services expires February 28, 2007 and a request for proposals was done for a new contract. The solicitation process was conducted in accordance with established City policies and procedures.

The selection committee included the following members:

Glenda Shackelford, Procurement Officer

Ed Krupinski, Safety Administrator

Rob McLeod, Fire Battalion Chief

Rudy Hansen, Security Coordinator

Kerry Cassens, Occupational Health Nurse

Glyn Soehner, Benefits Program Supv.

Peggy Barbret, Human Resources Analyst

Dave Austin, Police Sgt.

Staff solicited and received proposals from the following three (3) firms:

Banner Occupational Health Services, Concentra Health Services, Scottsdale Health Care.

The contract is for one year with four (4) one year renewal options. An agreement describing services and pricing is attached for reference.

9. **FINANCIAL IMPLICATIONS:** Funds for these services will be from various departments' medical fund accounts.

10. **PROPOSED MOTION:** Move to approve an annual contract for Occupational Health Care Services (RFP No. RM7-948-2368) to Banner Occupational Health Services in an amount not to exceed \$70,000, per staff recommendation.

APPROVALS

11. Requesting Department

Ladd Leder, Risk Manager

12. Department Head

Pat Walker, Management Services Dir.

13. Procurement Officer

Glenda Shackelford, CPPB

14. City Manager

W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
OCCUPATIONAL HEALTH CARE PROVIDERS
CONTRACT NO.: RM7-948-2368**

THIS AGREEMENT is made and entered into this [REDACTED] day of [REDACTED], 200[REDACTED], by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **BANNER HEALTH dba BANNER OCCUPATIONAL HEALTH SERVICES**, a Corporation of the State of Arizona, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Contract Administrator /designee, to provide the services required by this Agreement.

2. **SCOPE OF WORK:** CONTRACTOR shall provide occupational medical treatment, physical examinations, immunizations, medical surveillance, program assistance, medical consulting services and other health care services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference and as set forth in the Scope of Work and details included therein.

2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws.

3. **ACCEPTANCE AND DOCUMENTATION:** Service(s) shall be reviewed and approved by the Contract Administrator to determine acceptable completion.

3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

3.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

3.3. **Health and Safety.** All items and services to be supplied hereunder by Offeror shall conform in all respects to the requirements of applicable insurance and governmental health and safety regulations,

including regulations administered by DOT, OSHA, AZ POST, NFPA and Arizona Department of Health.

4. **PRICE:** CITY shall pay to CONTRACTOR a total sum not to exceed Seventy Thousand (\$70,000) for the completion of all services described herein with the exception of Workers Compensation. CONTRACTOR shall be paid only as service(s) are provided and invoiced, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference. Worker's Compensation shall be billed under a separate agreement with a Third Party Administrator.
- 4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **Tax Credits or Exemptions.** When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.
- 4.3. **Payments.** Payments are conditioned upon receipt of applicable, accurate, and complete reports to be submitted by the contractor. Billing must be sent to the Risk Management and Safety Division for all services other than those requested by Human Resources. Invoices/monthly statements must be itemized and sent in billing format indicated. Invoices must be individually numbered to guard against administrative double billing errors and must include employee name, department and service(s) rendered.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
5. **TERM:** The base term of the Contract term is one (1) year but may be extended by mutual agreement of the parties for up to four (4) additional successive terms of one year each.
6. **USE OF THIS CONTRACT:**
 - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
7. **CITY'S CONTRACTUAL REMEDIES:**
 - 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
 - 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days

indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 7.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.3. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.4. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.5. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. **TERMINATION:**

- 8.1. **Termination for Convenience.** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2. **Termination for Cause.** CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.
- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not

limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
 - 10.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
 - 10.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.
 - 10.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
 - 10.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
 - 10.5. **Arbitration.** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request

for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.

- A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
- B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.
- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the nonprevailing party, except as provided for herein. The determination of prevailing and nonprevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage

requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. **Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. **Coverage**

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

H. Claims for injury or damages in connection with one's professional services;

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

13. NOTICES: All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY
Contract Administrator:

Risk Management
Kerry Cassens
PO Box 4008 – MS 608
25 S Arizona Pl, Ste 300
Chandler AZ 85244
480-782-2384
480-782-2379

Contact:
Mailing Address:
Physical Address:
City, State, Zip
Phone:
FAX:

In the case of the CONTRACTOR

Firm Name: Banner Health dba
Banner Occupational
Health Svs
Contact: Sharon Kennedy
Address: 1441 N 12th St
City, State, Zip Phoenix AZ 85006
Phone: 602-797-4369
FAX: 602-253-2564

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

14.1. No Kickback. CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
15. **GENERAL TERMS:**
- 15.1. **Entire Agreement.** This Agreement, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5. **Independent Contractor.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 20____.

FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

City Attorney

FOR THE CONTRACTOR

By: _____
Signature

ATTEST: If Corporation

SECRETARY

SEAL

**EXHIBIT A
TECHNICAL SPECIFICATIONS**

- A. CONTRACTOR shall provide occupational medical treatment, physical examinations, immunizations, medical surveillance, program assistance and consulting services. CONTRACTOR shall:
1. Provide urgent treatment and follow up care for approximately 175 job-related injuries a year in accordance with current Industrial Commission of Arizona regulations and guidelines.
 2. Coordinate treatment plans, return to modified duty or regular duty, requests for diagnostics tests or specialty referral in consultation with the CITY's Contract Administrator / designee and/or the Third Party Claims Administrator.
 3. Provide pre-employment, annual/periodic, limited scope and special interest, fitness for duty physical examinations and functional capacity tests in accordance with the American Board of Preventive Medicine Occupational Medicine, Occupational Safety and Health Administration, Industrial Commission of Arizona, Arizona Peace Officers Standards and Training (AZPOST), National Fire Prevention Association Requirements for Fire Fighters (NFPA 1582) and Arizona Department of Transportation, for approximately 200 employees.
 4. Perform the duties and functions of drug and alcohol testing and Medical Review Officer responsibilities in accordance with 49 CFR, Parts 29, Drug-Free Workplace Act and 49 CFR, Part 40, Transportation Workplace Drug and Alcohol Testing Programs, and 49 CFR Part 382, Controlled Substance and Alcohol Use and Testing. Police and Fire local boards, in accordance with the public safety personnel retirement system statutes.
 5. Develop, provide and maintain evaluation, treatment and consultation records in accordance with current regulatory agency guidelines. These treatment records shall be the property of CITY and shall be stored and maintained by CONTRACTOR in accordance with department of health services and OSHA record retention requirements. Upon termination of this agreement by either party any and all treatment records retained by CONTRACTOR during the period of this contract; shall, within 90 business days be transferred to CITY or to another agency designated in writing by CITY to receive such records at no cost to CITY.
 6. Provide individual patient invoices referencing physician's Current Procedural Terminology codes and the current Industrial Commission of Arizona physicians fee schedule.
 7. Provide at least one licensed physician certified in Occupational Medicine by the American Board of Preventive Medicine qualified to perform AZPOST Police and NFPA Standard 1582 Firefighter physicals to oversee facility operations and to supervise services rendered by other healthcare providers at the facility.
 8. Ensure, through Quality Assurance and Peer Review activities, that adequate health care is provided to all employees referred for services.
 9. Determine, based on examination and on all other information available to the physician, whether the potential employee is mentally and physically able to perform the essential functions of their job according to the job descriptions provided by CITY, with or without reasonable accommodation and/or without significant risk of substantial harm to the health or safety of the individual or others.
 10. With regard to post-accident examinations, determine if employee is able to perform essential job functions and if not, what can the employee do.
 11. Provide fitness for duty examinations at the request of either CITY's Human Resources, Risk Management, and/or Safety personnel.

B. ADMINISTRATION

CONTRACTOR shall have quarterly meetings with CITY's Contract Administrator/designee to discuss any problems, advise of new industry standards, discuss necessary additions and/or exclusions, improvements, etc.

CONTRACTOR shall report any changes in key personnel in writing to CITY's Contract Administrator/designee within ten (10) days of change. Key personnel are defined as doctors, physician's assistants, nurse practitioners, care coordinators, and/or assigned account representatives to the CITY.

C. FOLLOW-UP

CONTRACTOR shall notify Contract Administrator/designee (via fax) of all treatment and provide a status report within 4 business hours of treatment; immunizations or examination results within 24-hours or one business day of completion; and dictation as soon as available (at least within 7-days)

Notification of testing and examinations must be adhered to as defined in the Specifications.

D. SPECIFICATIONS

CONTRACTOR shall conform to CFR Title 49 part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs and shall provide the following:

1. VEHICLE OPERATOR EXAMINATIONS to include:

- a. CDL/Re-Certification (Comply with 49 CFR, Part 391 Qualifications of Drivers and 49 CFR, Part 382 Controlled Substances and Alcohol Use and Testing)
 - Medical History using ADOT History and Examination Record
 - Height/Weight/Blood Pressure/Pulse
 - Vision (Snellen chart plus horizontal field or Titmus Tester)
 - Hearing Test that meets Department of Transportation (DOT) Requirements (Initial certifications require an audiometric hearing booth test)
 - Urine Dipstick (Urinalysis without micro)
 - Hands on physical
 - DHHS-SAMHSA drug screen with split specimen collected in accordance with SAMHSA regulations and testing performed in a SAMHSA certified laboratory (for New CDL exams **only**). Results of drug screen reported to Designated Employer's Representative (DER)
 - CDL clearance card faxed to Contract Administrator. Instruct employee to take original form and card to Contract Administrator

2. RESPIRATORY CLEARANCE EXAMINATIONS to include:

- a. Baseline
 - Medical and Respiratory History Questionnaire as recommended by NIOSH Guidelines
 - Height/Weight/Blood Pressure/Pulse
 - Vision Screening
 - Pulmonary Function Test
 - Two (2) -view chests X-ray (at discretion of healthcare provider)
 - Hands on physical
 - Respirator Clearance Form
 - Fax clearance form to Contract Administrator / designee

- b. Periodic
- Periodic exams are done by physician review of the Medical and Respiratory History Questionnaire
 - Exam only upon request of reviewing provider
 - Respiratory Clearance Form
 - Fax clearance form to Contract Administrator / designee

3. **FIRE DEPARTMENT AND HAZARDOUS MATERIALS RESPONSE TEAM EXAMINATIONS**

Contractor shall prepare the Firefighter Pre-Placement and annual physical results packets, which shall contain the following documentation and return the packets to Risk Management and Safety Division and Human Resources:

- a. Baseline
- Exam Forms and history to include document review of:
 - Current immunization records
 - Significant infectious disease exposures
 - Toxic or chemical exposures
 - Blood chemistry, Chem 20, CBC, Hep B, Hep C and HIV and micro urinalysis if indicated. Additional testing or immunizations if indicated by history: TB Skin (PPD) Test; Tetanus; Hepatitis B vaccine, declination or titer; MMR or titer
 - Pulmonary Function Test Report and Respirator Clearance Form (OSHA 1910.134 Standard)
 - Audiology Report (OSHA acceptable sound booth)
 - Titmus Vision Test Results
 - 12 Lead EKG and Stress Treadmill Report
 - Two (2) view chest X-ray (PA and Lateral)
 - Comprehensive hands on physical including complete back exam performed by physician licensed in the State of Arizona
 - Medical and Occupational History
 - Urine Dipstick
 - Height/Weight/Blood Pressure/Pulse/Temperature
- b. Fire Department Paramedic School Candidates:
- TB skin test within past six months (if history of positive, last chest x-ray and result)
 - Tetanus Diphtheria within past ten years
 - Hepatitis B documented completion of series and/or titer
 - MMR – 2 lifetime doses or one in past five years or titer results for rubella and rubeolla
 - Documented history of varicella titer or vaccine
 - Non-SAMHSA 5 panel UDS

4. **POLICE DEPARTMENT PHYSICALS**

- a. Pre-Placement Physical (As specified by AZPOST Guidelines)
- This physical examination is for all new police recruits, lateral police officer applicants, and detention officers. Contractor shall prepare the Police Pre-placement physical results packets, which shall contain the following documentation and return the packets to CITY's Contract Administrator/designee and Human Resources.
- AZ Post forms – Medical History and Exam Forms
 - Respiratory Clearance Form

- Audiology Report (OSHA acceptable sound booth)*
- Pulmonary Function Test Report and Clearance Form *
- 12 Lead EKG and/or Treadmill Report (at discretion of provider) *
- Height/Weight/Blood Pressure, Pulse-resting, immediately after exercise and 2 minutes later
- CHEM/CBC/Micro Urinalysis
- Drug Screen Report – Non-SAMHSA – 5 panel upon request only
- Respiratory Medical Questionnaire
- AZ Post Clearance Form *
- Titmus Vision Test Results *
- Immunization Record Review* (if not current, provide as needed: tetanus booster (every 10 years), MMR or titer, Varicella history or titer)
- TB Skin (PPD) Test or Two (2) view chest X-ray (if history of positive PPD) *
- Physical performed by licensed provider in the State of Arizona
- Results reported to CITY's Contract Administrator / designee and Human Resources Division within 3 workdays, and written within 5 workdays

DOCUMENTATION

CONTRACTOR shall complete and sign Arizona Post forms in their entirety for each recruit that is sent by CITY. **Whenever there is a "Yes" to a category on the form, CONTRACTOR shall address the issue with a written summary**

Any written comments, etc. shall be written in clear, concise handwriting for easy reading and misinterpretation avoidance.

- b. Contractor shall prepare DEA/SAU Pre-placement and annual physical results packets which shall contain the following documentation and return the packets to CITY's Contract Administrator / designee:
- Medical and Respiratory History and Exam Forms
 - CHEM/CBC/Urine Dipstick (micro urinalysis if indicated)
 - Audiology Report
 - 12 Lead EKG and/or Treadmill Report (at discretion of provider)
 - Pulmonary Function Test Report (Two view chest x-ray at discretion of provider)
 - Drug Screen Report (DEA only as per DEA requirement)
 - DEA or SAU Medical Clearance Form and Respirator Clearance Form
 - Titmus Vision Test Results
 - Results reported to CITY's Contract Administrator / designee via mail within 5 workdays of clearance
- c. Police Phlebotomy Program:
- Phoenix College Phlebotomy Program Immunizations and Health Declaration Form signed by an Arizona licensed health care provider
 - TB skin test (within past six months) of if hx positive date and result of last CXR
 - MMR – 2 lifetime doses or one in past five years or titer results for mumps, rubella, and rubeolla
 - Varicella vaccine or titer
 - Hepatitis B documented completion of series and/or titer
 - Tetanus Diphtheria within past ten years
 - SAMHSA 12 panel UDS

5. RETURN TO WORK AND FITNESS FOR DUTY EXAMINATIONS to include:

- Employees returning to full duty after an extended period of work due to a non-work related injury or illness and upon request of CITY's Contract Administrator/designee and/or Human Resources

Type 1 (Simple)

- Evaluation by a physician or practitioner licensed in the State of Arizona
- History and physical examination with the content of that examination dependent upon the type of injury/illness and the job requirements and safe return to work
- Occasional ancillary test (blood, pulmonary function, lift tests), which may be needed to determine whether the employee can safely perform the functions of their position
- Results reported to CITY's Contract Administrator/designee by fax, Human Resources and/or requesting Division

Type 2 (Complex)

- Evaluation by a physician licensed in the State of Arizona. (This examination is appropriate for complex situations and/or comorbidities affecting safe job performance)
- History and physical examination with the content of that examination dependent upon the type of injury/illness, the job requirements, and safe return to work
- Ancillary testing, as necessary, to help determine the abilities of the employee such as functional capacity evaluation
- Review of prior treatment records
- Results reported to CITY's Contract Administrator/designee by fax, Human Resources and/or requesting Division

6. ADDITIONAL SERVICES UPON REQUEST to include, but shall not be limited to:

- Baseline and/or annual Audiogram provided on site or at facility in NIOSH/OSHA acceptable sound booth.
- Immunizations provided at facility and on site and maintain immunization records.
- On call consultations regarding hazardous material exposures and other environmental hazards and appropriate medical follow-up for exposed employees.
- Non-SAMHSA drug screen 9 panel with results reported in 24 hours.
- SAMHSA drug screen using split samples; all tests are performed according to SAMHSA standards in a certified laboratory. Includes Medical Review Officer services and reporting to the Designated Employer's Representative (DER) results, conforming to CFR Title 49 part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs
- Medical Review Officer Services for positive Non-SAMHSA drug screens
- Medical Review Officer Services for SAMHSA drug screens
- Breath Alcohol Test (BAT) including confirmation of positive test
- Post-exposure to hazardous body fluid counseling, baseline and periodic blood testing
- HIV post exposure prophylaxis program for occupational exposure
- TB PPD Skin Test (if history of positive, last chest x-ray and result)
- X-rays, various views
- Immunizations including, but not limited to: Tdap, Td, MMR, Hepatitis A & B, Varicella
- Vision test
- Hazardous materials blood tests (e.g., cholinesterase, lead, cadmium, etc.)

7. CONTRACTOR shall adhere to the following restrictions of service(s):

- For Candidates/CITY employees who present with an acute medical problem, or chronic medical condition that interferes with their ability to complete a medical evaluation and/or certification, Contractor shall postpone the exam until that person has recovered from the condition or is released for the continuation of the exam by his/her personal primary care physician
- Contractor shall refer Candidates/CITY employees to their primary care physician for all acute or chronic medical conditions, which cannot be directly attributed to an occupational exposure or incident.
- All procedures and/or evaluations require prior approval from the employee's supervisor, CITY Contract Administrator/designee or Human Resources. CONTRACTOR shall absorb the cost of unapproved procedures and/or evaluations.

EXHIBIT B
Banner Occupational Health Services
PRICING

<u>Type of Service</u>	<u>Fee(s)</u>	<u>Fee < 5%</u>
<u>CDL New Certification</u>	\$90	\$85.50
<u>CDL Recertification</u>	\$45	\$42.75
<u>Respiratory Clearance Examination</u>	\$75 w/o chest x-ray \$130 if chest x-ray indicated	\$71.25 \$123.50
<u>Respiratory Clearance Recertification Examination</u>	\$40	\$38
<u>PFT if indicated by questionnaire or examination</u>	\$35	\$35
<u>Respiratory Health Questionnaire review by provider without examination</u>	\$25	n/a
<u>Fire Department Pre-Placement Examination</u> <i>The price is inclusive as described in the scope of work with the exception of the following testing which is conditional on past history:</i>	\$460	\$437
TB skin test	\$15	
Hepatitis C Testing	\$85	
HIV Testing	\$85	
Tetanus Diptheria (if none in past 10 years)	\$30	
Hepatitis B vaccine or	\$60	
Hepatitis B Titer (if history of series)	\$50	
MMR Vaccine or	\$75	
MMR titer (recommend all 3 as mumps is making a comeback)	\$45	
Varicella Vaccine (1 of 2) or	\$98	
Varicella Titer	\$45	
<u>Fire Department Annual Physical Examination</u> History & physical, CBC, Chemistry Panel, Cardiac Risk, Micro UA, Vitals, Audiogram, Titmus Vision, TB skin test & Pulmonary Function Test with respirator clearance.	\$210	\$199.50
<i>Additional components if indicated by history, symptoms, or age as recommended by NFPA Guidelines:</i>	\$45	
EKG—every year that treadmill is not performed	\$175	
Stress Treadmill—every 3 years 40+ and every year at age 50+	\$65	
2 view chest x-ray—only when indicated		
<u>Fire Department Paramedic School Examination</u> <i>Each item will be priced separately as each test or immunization is dependent on history.</i>	\$30 Inc MRO	
5 panel non SAMSHA drug screen	\$30	
Tetanus Diptheria (if none in past 10 years)	\$60	
Hepatitis B vaccine or	\$50	
Hepatitis B Titer (if history of series)	\$75	
MMR Vaccine or	\$65	
MMR titer (recommend all 3 as mumps is making		

a comeback) Varicella Vaccine (1 of 2) or Varicella Titer	\$98 \$50	
<u>Police Department Pre-placement Physical Examination</u> Exam—History & physical, CBC, Chemistry Panel, Micro UA, Vitals, Audiogram, TitmusVision, OSHA Respiratory Questionnaire, TB skin test or TB questionnaire if history of past positive, 3 minute step test <i>Additional components if indicated by history, symptoms, or request of City</i> PFT if indicated by answers on respiratory questionnaire EKG—if medically indicated Stress Treadmill—if medically indicated 2 view chest x-ray—only when medically indicated Drug Screen Collection Tetanus if none within past 10 years Hepatitis B vaccine or Hepatitis B Titer (if history of series) MMR Vaccine or MMR titer Varicella Vaccine (1 of 2) or Varicella Titer	\$155 \$35 \$45 \$175 \$65 \$12 \$30 \$60 \$50 \$75 \$65 \$98 \$50	\$147.25
<u>Police Department DEA/SAU Pre-placement Examination</u> Exam—History & physical, CBC, Chemistry Panel, Cardiac Risk, Micro UA, Vitals, Audiogram, Titmus Vision, & Pulmonary Function Test with respirator clearance using DEA spirogram report <i>Additional components if indicated by history, symptoms, or request of City</i> EKG—if medically indicated Stress Treadmill—if medically indicated 2 view chest x-ray—only when medically indicated Drug Screen (if requested)	\$165 \$45 \$175 \$65 \$30	\$158.75
<u>Police Department DEA/SAU Annual Examination</u> Exam—History & physical, CBC, Chemistry Panel, Cardiac Risk, Micro UA, Vitals, Audiogram, Titmus Vision, & Pulmonary Function Test with respirator clearance using DEA spirogram report, EKG <i>Additional components if indicated by history, symptoms,</i> EKG—if medically indicated Stress Treadmill—if medically indicated 2 view chest x-ray—only when medically	\$165 \$45 \$175 \$65	\$158.75

indicated		
Police Department Phlebotomy Program Exam <i>Each item will be priced separately as each test or immunization is dependent on history.</i>		
12 panel Arizona Nurses drug screen	\$42 includes MRO services	
TB Skin Test	\$15	
Tetanus Diptheria (if none in past 10 years)	\$30	
Hepatitis B vaccine or	\$60	
Hepatitis B Titer (if history of series)	\$50	
MMR Vaccine or	\$75	
MMR titer	\$65	
Varicella Vaccine (1 of 2) or	\$98	
Varicella Titer	\$50	
Return to Work/Fitness for Duty Examinations-Simple	\$50	\$47.50
Return to Work/Fitness for Duty Examinations-Complex	\$150	\$142.50
Audiometric Test at facility	\$15	
Audiometric Test on-site <i>Mobile unit has 2 audio booths and is capable of performing 10-12 tests per hour.</i>	\$200 per hour	
Consultation Services per hour	\$175	
SAMSHA 12 panel UDS at facility	\$45 includes MRO services	
SAMSHA 12 panel UDS on-site-minimum of 20	\$50 per hour per nurse plus cost of Drug Screen	
Non-SAMSHA 9 panel UDS at facility	\$30 includes MRO services	
Non-SAMSHA 9 panel UDS on-site- minimum of 20	\$50 per hour per nurse plus cost of Drug Screen	
SAMSHA 5 panel UDS at facility	\$45 includes MRO services	
SAMSHA 5 panel UDS on-site- minimum of 20	\$50 per hour per nurse plus cost of Drug Screen	
Breath Alcohol Test (CDL)	\$25 includes confirmation	
Post-exposure to Hazardous Body Fluid	Attachment A	
-Counseling	Attachment A	
-M.D.	Attachment A	
-Nurse	Attachment A	
-HIV Test	Attachment A	
-Hepatitis C Antigen	Attachment A	
-Hepatitis C Antibody	Attachment A	
-Hepatitis B Antibody	Attachment A	
-PEP Program	Attachment A	
TB Skin Test	\$15	
Hepatitis B Vaccination	\$60 each (series of 3)	
Tetanus Booster	\$30 for Td \$50 for Tdap	
MMR	\$75	

Varivax	\$98 each (series of 2)	
Mumps Titer	\$35	
Rubella Titer	\$35	
Rubeola Titer	\$35	
MMR Titer (Measles, Mumps, Rubella)	\$65	
Hepatitis B Antibody Titer	\$50	
Varicella Titer	\$45	
Blood Lead/ZPP	\$55	
Cholinesterase	\$85	
Mobile Clinic performing exams or workplace medical evaluations or services	\$150 per hour + price of service	

*Additional fee schedules, if any, may be provided by CONTRACTOR.

Although Worker's Compensation injury care services are billed under a separate agreement with a Third Party Administrator, it should be noted that CONTRACTOR agrees, per solicitation response statement, that if CONTRACTOR is awarded the sole contract for Occupational Health Services with CITY, CONTRACTOR also agrees to provide Worker's Compensation services at 5% below the State fee schedule.

VERIFICATION OF COVERAGE

ISSUE DATE: Jan 11, 2007

Issuer: Banner Health

This verification of coverage is issued as a matter of information only, and does not extend or alter the coverage carried by Banner Health.

COVERED PARTY	COMPANIES PROVIDING COVERAGE
BANNER HEALTH 1441 N. 12TH STREET PHOENIX, AZ 85006	COMPANY LETTER A SAMARITAN INSURANCE FUNDING, LTD.
	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D

COVERAGES

THIS IS TO CERTIFY THAT THE INSURANCE COVERAGE LISTED BELOW IS CARRIED BY 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 VERIFICATION OF COVERAGE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES OF INSURANCE CARRIED BY BANNER HEALTH.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXP. DATE	LIMITS	
A	HOSPITAL PROFESSIONAL & GENERAL LIABILITY	SIFL2007	01/01/07	01/01/08	PL EACH LOSS	\$10,000,000
					GL EACH LOSS	\$10,000,000
					GL AGGREGATE	\$10,000,000
	HOSPITAL PROFESSIONAL LIABILITY				HPL EACH LOSS	\$
					HPL AGGREGATE	\$
	HOSPITAL PROFESSIONAL LIABILITY				HPL EACH LOSS	\$
					HPL AGGREGATE	\$
	MEDICAL PROFESSIONAL LIABILITY				PER MEDICAL INCIDENT	\$
					ANNUAL AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
X	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		01/01/07	01/01/08	STATUTORY LIMITS	\$1,000,000
					EMPLOYER'S LIABILITY	\$

COMMENTS.

BANNER HEALTH HAS ARRANGED TO HAVE COVERAGE EXTENDED TO BANNER OCCUPATIONAL HEALTH SERVICES.

With respect to solicitation no. RM-948-2368

THE INSURED ABOVE IS APPROVED BY THE INDUSTRIAL COMMISSION OF ARIZONA TO SELF-INSURE WITHIN THE STATE OF ARIZONA.

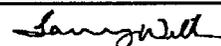
CERTIFICATE HOLDER

City of Chandler
 Purchasing Division
 249 E. Chicago Street
 Chandler, AZ 85225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, BANNER HEALTH WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OF ANY KIND UPON BANNER HEALTH, ITS INSURERS OR THEIR AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ASSIGNED NO.: 2007-075