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Where Values Make The Difference

MEMORANDUM Fire Department

DATE: NOVEMBER 19, 2009

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER 
 RICH DLUGAS, ASSISTANT CITY MANAGER RD

FROM: JEFF CLARK, FIRE CHIEF 

SUBJECT: MEDICAL SERVICES APPROPRIATIONS FOR FY 2009/10

RECOMMENDATION: Staff recommends Council approve the appropriation of \$162,500 for Firefighter Physical Examinations in accordance with the Intergovernmental Agreement that is in existence between the City of Chandler and the City of Phoenix.

BACKGROUND/DISCUSSION: Annual medical exams are required for Firefighters who wear breathing apparatus in order to enter hazardous atmospheres to perform their duties. The National Fire Protection Association has set standards for such exams, NFPA Standard 1582. The City of Chandler entered into an Intergovernmental Agreement with the Phoenix Fire Department Health Center in 2002 to perform these exams. This IGA provides Chandler Fire Department personnel with annual medical and physical fitness examinations. These exams are performed by Occupational Physicians whose primary focus is firefighter health and wellness. All exams are done in accordance with the recognized national standard, NFPA 1582.

FINANCIAL IMPLICATIONS: Financial implication is \$162,500 that is appropriated in the FY 2009/10 Fire Operating Budget, Line Item 101.2210.0000.5211.

PROPOSED MOTION: Move that Council approve the spending of an amount not to exceed \$162,500 for Firefighter Physical Examinations pursuant to the current Intergovernmental Agreement for such services between the City of Chandler and the City of Phoenix.

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:

Ricky Miel
City Clerk

CITY OF PHOENIX,
a municipal corporation

FRANK FAIRBANKS, City Manager

~~Presented by:~~
[Signature]

Alan V. Brunacini
Fire Chief
Steve Storment
Assistant Chief

APPROVED AS TO FORM:

William J. Rock
ACTING City Attorney, City of Phoenix

[Signature]

55:16 11:00 12:00 1:00 2:00 3:00 4:00 5:00 6:00 7:00 8:00 9:00 10:00 11:00 12:00
[Signature]

AGENCY: CITY OF CHANDLER
a municipal corporation

ATTEST:

Molly Yarnell
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

Category	Service	Charge
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

Category	Service	Charge
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	\$18.00
	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 (Bopsy)	\$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

Category	Service	Charge
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