

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF CHANDLER
FOR FIREFIGHTER HEALTH SERVICES AT THE PHOENIX FIRE DEPARTMENT
HEALTH CENTER**

AGREEMENT NO. A-2020-536

This Intergovernmental Agreement ("IGA") is entered into this 24 day of June, 2020 ("Effective Date"), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Chandler, an Arizona municipal corporation ("the Customer"). Throughout this Agreement, the City and the Customer individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer's community and all of the Customer's personnel; and,

WHEREAS, the Customer desires to participate in the firefighter health services offered at the Phoenix Fire Department Health Center (the "Health Center"); and,

WHEREAS, the City has entered into an Agreement with a Medical/Occupational and Wellness Health Services vendor to furnish services and operate the Health Center including, but not limited to, annual firefighter physical examinations; and,

WHEREAS, the City desires the participation of the Customer to more effectively provide annual firefighter medical examinations for sworn personnel as required by (i) federal and

state law and/or national fire service standards; and (ii) regulations as deemed necessary by the Fire Chiefs of their respective fire departments; and,

WHEREAS, Ordinance No. S-45006 dated September 19, 2018 authorized the City to enter into an agreement with the City of Chandler for the Health Center to provide services to Chandler firefighters and police officers.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

1. The purpose of this Agreement is to define the delivery of health services that will be provided by the Health Center to the Customer. These services include physical examinations, immunizations, return to work evaluations, and exposure management.
2. The Customer will reimburse the City for all services performed. In addition, the provision of services to other jurisdictions will not negatively impact the City's public safety personnel.

ARTICLE II. STATEMENT OF SERVICES

1. The Customer's personnel may participate in the selected health services and programs, as listed in Exhibit A – IGA Services Menu, and Exhibit B – IGA Services Menu Infection Control for Law Enforcement Agencies, provided by the Health Center and any other such employee health and safety programs the Health Center may have to offer. If any other such employee health and safety programs that the Health Center may offer are to be utilized by Customer personnel, all such health and safety programs will only be made available and provided after written contract amendment to this Agreement. Services are to be provided at the Health Center or such other location designated by the City.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above, regardless of the date of recordation with the Maricopa County Recorder's Office, and shall continue in force for five (5) years, or until terminated by formal act of the Parties.

2. Termination:

Pursuant to the provisions of A.R.S § 38-511, either party may terminate this Agreement at any time by providing thirty days (30) written notice to the other parties Fire Chief. Termination can be with, or without, cause.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.

3. Parol Evidence:

This Contract is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object.

4. Confidentiality and Data Security:

4.1 All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Customer in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Customer will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

4.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Customer

must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

4.3 In the event that data collected or obtained by the Customer in connection with this Agreement is believed to have been compromised, Customer will notify the City Privacy Officer immediately. Customer agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

4.4 Customer agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Customer. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

4.5 The obligations of Customer under this Section will survive the termination of this Agreement.

5. Health Insurance Portability and Accountability Act (HIPAA) of 1996:

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

6. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

7. Contract Cancellation:

All Parties acknowledge that this Contract is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.

8. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot

assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

9. No Joint Venture:

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

10. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

11. Entire Contract; Amendment, No Oral Modification:

This Agreement constitutes the complete agreement of the Parties. It supersedes all previous representations, understandings, and agreements, written or oral, relating to the subject matter of this Agreement. This Agreement and its terms may not be modified or changed except in writing signed by both Parties.

12. Invalidity of Any Provisions:

This Agreement will remain in effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of this Agreement, which would subsequently be construed as though the invalid or unenforceable term or provision never existed. Upon discovery by either Party of invalid terms or provisions, written notice will be given to the other party within ten (10) business days.

13. Independent Contractor Status:

The Parties agree that neither party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Customer nor any of Customer's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Customer, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

14. Workers' Compensation:

The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and

work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

15. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

16. Non-Waiver:

Any City delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.

17. Compliance with Laws:

The Customer will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

18. Transactional Conflict of Interest:

The Parties acknowledge that this Agreement is subject to cancellation provisions pursuant to Arizona Revised Statutes (A.R.S.) §38-511, the provision of which are incorporated herein and made a part hereof.

19. Compliance with Non-Discrimination Laws:

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, non-discrimination and affirmative action.

20. Equal Employment Opportunity and Equal Pay:

In order to do business with the City, the Customer must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

21. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

22. Immigration Requirements:

The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all

federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

23. Legal Worker Requirements:

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Customer agrees that:

23.1 Each subcontractor the Customer uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

23.2 A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

23.3 Only through an audit with the Customer, will the City retain the legal right to inspect the papers of the Customer or subcontractor employee(s) who work(s) on this Agreement to ensure that the Customer or subcontractor is complying with the warranty.

24. Lawful Presence Requirement:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement **does not** apply to business organizations such as corporations, partnerships or limited liability companies.

25. No Israel Boycott:

By entering into this Contract, the Contractor/Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

26. Arbitration:

In accordance with A.R.S. § 12-1518, where applicable, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration as required by A.R.S. § 12-133.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to CITY:

City of Phoenix Fire Department
150 South 12th Street
Phoenix, AZ 85034

Attn: Kristen Dunham
Fire Administration
Telephone: (602) 534-3539
Fax: (602) 262-4429

If to CUSTOMER:

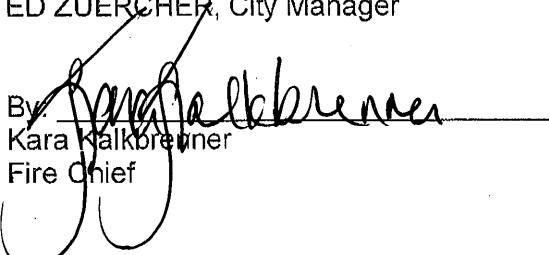
City of Chandler Fire Department
151 East Boston Street
Chandler, AZ 85225

Attn: Eric Kemp
City of Chandler Fire Department
Telephone: (480) 782-2137
Fax: (480)

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

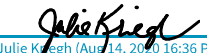
By: 
Kara Kalkbrenner
Fire Chief

ATTEST:


City Clerk, City of Phoenix Aug 17, 2020



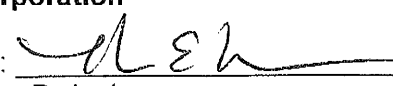
APPROVED AS TO FORM:


Julie Kuegh (Aug 14, 2020 16:36 PDT)

City Attorney, City of Phoenix

DML

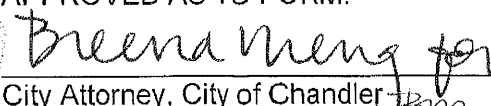
CITY OF CHANDLER, a municipal corporation

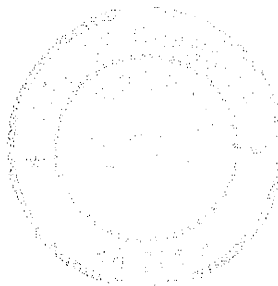
By: 
Tom Dwiggin
Fire Chief

ATTEST:


City Clerk, City of Chandler

APPROVED AS TO FORM:


City Attorney, City of Chandler *BM*





Phoenix Fire Department
Health & Wellness Center
150 S. 12th Street
Phoenix, AZ 85034

IGA Services Menu (Exhibit A)

	Description	Each	
N F P A P H Y S I C A L	<u>Firefighter - Physical Examinations to include:</u> • Health Survey • Blood testing and analysis consisting of: Chem 18/Lipid Panel/CBC/Uric Acid, UA/Micro - (New Hires/New Patients & Annually for all FF's) • Hepatitis-B Antibodies – (New Hires/New Patients only) • Hepatitis-C Antibodies – (New Hires/New Patients only) • Prostate Specific Antigen (PSA) - (New Hires & Annually for Males age 45 and older only) • Varicella Titer – (New Hires/New Patients only) • Hearing Conservation Program - Hearing Testing and Evaluation (assessed in an ANSI-approved soundproof audiometric booth) • Visual Acuity, Color & Depth Perception Testing & Evaluation. • Vital Signs (temperature, pulse, and respiratory rate, and blood pressure) • Spirometry/Pulmonary Function Test & Evaluation • EKG Stress Test (treadmill) (New Hire Recruits perform a MAX Treadmill, a Sub-max is performed annually thereafter unless otherwise determined by a Health Center Clinician. Non-Sworn New Hires perform resting EKG only) • Chest X-Ray (New Hires and every 5 years thereafter, unless Health Center Clinician deems it necessary) • Skin fold measurement by calipers, body weight, & height • Immunization history screening and review • Up to a 30-minute consult with physician or physician assistant to discuss physical examination	\$718.00	
N/A	Firefighters- SCBA Fit Testing	N/A	N/A
T I E R P R O G R A M	<u>Firefighter - TIER Program Participation</u> The Tier 4 Health Assessment is a program that places members in a category or tier based on their annual physical assessment. Historically, we have recommended removing people from active duty if we saw something during their physical that was unhealthy, dangerous, or physically limiting. These <i>not-fit-for-duty</i> members were prescribed rehabilitation methods with the goal of returning them back to active duty as soon as possible. <u>This program is rehabilitative, not punitive.</u>	☒ OPT IN TIER Program	☐ OPT OUT TIER Program
	TIER Follow-Up	\$75.00	\$0.00
	TIER Follow-Up with Treadmill	\$200.00	\$0.00

TIER Lab Draw (Repeat A1c Lab retesting)		\$37.00	\$0.00
I M M U N I Z A T I O N S	Firefighter- Immunizations "Opting in" to the immunization program assures that we will provide vaccinations to your department members. Immunizations will only be administered if it is deemed necessary by Health & Wellness Center Medical Team. Your department will only be billed for the immunizations given to your members. Every effort will be made to provide the most cost effective immunization series that is medically necessary to protect the member.	☐ OPT IN Immunizations	☒ OPT OUT Immunizations
	Tdap (Tetanus/Diphtheria/Pertussis) 1 shot	\$60.00 x 1	\$0.00
	Tetanus/Diphtheria 1 shot	\$40.00 x 1	\$0.00
	MMR (Measles/Mumps/Rubella) 2 shot series	\$60.00 x 2 (\$120.00/series)	\$0.00
	Hepatitis-A (Havrix) 2 shot series	\$50.00 x 2 (\$100.00/series)	\$0.00
	Hepatitis-B (Engerix) 3 shot series (+ blood draw to check antibodies after completed series)	\$60.00 x 3 (\$180.00/series)	\$0.00
	Twinrix (Hep A and B Combo) 3 shot series (+ blood draw to check Hep-B antibodies after completed series)	\$100.00 x 3 (\$300.00/series)	\$0.00
T B T E S T I N G	Firefighter - TB Testing By "opting in" for the T-Spot TB blood testing you agree that your department will pay for the Phoenix Fire Department Health & Wellness center to perform T-Spot TB blood testing for all your new hire fire fighter recruits to establish a baseline and then on any of your sworn members should a TB exposure occur while on duty.	☒ OPT IN T-Spot TB Testing	☐ OPT OUT T-Spot TB Testing
	T-Spot TB Blood Test (<i>new hires and following TB exposure only</i>)	\$85.00	\$0.00
R T W E V A L S	Firefighter - Return to Work Evaluations Occasionally, your department may request that an employee be evaluated at the PFD Health & Wellness Center regarding a return to work evaluation. These evaluations take place after a release to full duty by employee's treating surgeon or physician for an injury or illness. Costs associated with a return to work evaluation may vary depending on what is needed. Below are the base costs. Choosing to "opt in" for this service will allow your members to be seen at the Health & Wellness Center for these types of visits. Your department will only be billed for the services provided at the time of the visit.	☒ OPT IN Return to Work Evals	☐ OPT OUT Return to Work Evals
	Return to Work Evaluation Assessment (Clinician's review of all notes and work release information related to Return to Work injury or illness)	\$100.00	\$0.00
	Return to Work Physical Exam by Clinician (Clinician's physical exam of patient related to Return to Work injury or illness)	\$100.00 (minimum) \$105.00 / hr. (after first hour with Clinician)	\$0.00
	X-Ray per view if required (cost varies based on the location and complexity of the injury)	\$70.50-200.00	\$0.00
	Resting EKG	\$67.00	\$0.00
	Bloodwork Testing if required	Per Test	\$0.00

I N F E C T I O N C O N T R O L P R O G R A M	Infection Control Program and ICO Assistance <u>(This program is available to both Fire and Law Enforcement Agencies)</u> Please note: Geographically, we are limited on the distance that this service can be provided. Therefore, this option is only available to agencies within the Phoenix Metropolitan area. For agencies within the Phoenix Metropolitan area, choosing to "opt in" for the Infection Control Program, we will provide your members with Infection Control Officer assistance based on the following objectives and responsibilities. Pricing details for this service are listed below. Major Objectives: - To ensure quality of care of patients and department members. - To provide a liaison between medical facilities, the medical examiner and the state's public health office. - To assist your department ensuring compliance with federal, state and local laws and regulations. - To develop and institute a comprehensive program for exposure notification and medical follow-up. - To monitor compliance with department's infection control practices/procedures. - To update exposure control program to include T.B. control. PFD Infection Control Officer Responsibilities: - Work with administration, risk management and safety on infection control and related compliance issues. - Establish and maintain records on employee exposures, medical follow-up and personnel health. - Will ensure reporting and documentation of exposures, medical follow-up, confidentiality and record keeping. - Work with medical facility representatives to ensure timely exposure notification, testing and reporting. - Will interview and assist exposed department personnel. - Assist in evaluation of new products and equipment relating to infection control – OSHA compliance. - Assist with the development of new infection control policies and procedures for your department. - Work with medical examiner regarding exposures involving deceased persons.	☐ OPT IN Infection Control Program	☒ OPT OUT Infection Control Program
	Annual Per Member Fee (active members only)	\$66.00	\$0.00
	If participating in the Infection Control program, the fees listed below apply and will only be billed to your department if an exposure occurs and testing or treatment is required. Please note: This contract does not include or cover prophylaxis. Prophylaxis charges received by Phoenix Fire will be passed along to the participating agency.		
	Exposure Consult with Health & Wellness Center Clinician	\$75.00	\$0.00
	Hepatitis C Antibody (lab draw)	\$44.00	\$0.00
	Hepatitis C Confirmatory (lab draw)	\$100.00	\$0.00
	HIV Antibody (lab draw)	\$25.00	\$0.00
	Hepatitis A Vaccine (Havrix) 2 shot series	\$50.00 x 2 (\$100.00/series)	\$0.00
	Tetanus/Diphtheria Vaccine 1 shot	\$40.00	\$0.00
	Tdap Vaccine (Tetanus/Diphtheria/Pertussis) 1 shot	\$60.00	\$0.00
Activation of Post Exposure Prophylaxis (PEP) Line	\$250.00	\$0.00	

Firefighter Physical Exam Scheduling:

We will provide all participating fire departments with the appropriate number of designated appointment dates and time slots for your member's physical exams (new hire recruits, new patients, and annual physicals). Once the dates and times have been provided, it will be up to your department's liaison to provide our scheduler with the individual names of the members that will be occupying the time slots. For new patients, the Patient Health Review packet will need to be completed as a "new" patient and received at the PFD Health & Wellness Center at least 5 business days prior to the appointment date to create an Electronic Health Record, medical chart, and prepare the appropriate paperwork that will be needed at the time of the visit. Not providing the requested packet in the requested time frame, may result in the release of the scheduled physical exam appointment.

All other appointment types (i.e., Exposure Consults & Return to Work Evaluations) will be scheduled on an individual basis.

Firefighter Bloodwork/Lab Draws:New Hire Recruits/New Patients:

All bloodwork required for pre-hire or new patient physical exams shall be drawn at the PFD Health and Wellness Center located at 150 S. 12th St., Phoenix, AZ. This is a fasting lab draw. No food eight (8) hours prior to lab draw, only black coffee and water are permissible during the eight (8) hour fasting period. The fasting lab draw should be completed at least 48 hours prior to the scheduled physical exam. The Patient Health Review Packet information must be provided to the Health & Wellness Center prior to lab work being drawn. An Electronic Health Record must be established in advance to link the lab work to the patient record.

Annual Physical Bloodwork/Lab Draws:

Once the initial (pre-hire or new patient) lab draw is completed at the Health & Wellness Center, entities may continue to utilize the Health & Wellness Center for all annual physical lab work, or they may have lab work done at a lab location through the contracted lab vendor with the Phoenix Fire Department Health & Wellness Center. No internal blood draws within your department will be permitted, unless facilitated with Phoenix Fire Health & Wellness Center staff. All participating agencies shall work with the PFD Health & Wellness Center staff to coordinate the bloodwork required for your department, confirm contracted lab vendor and locations, and ensure the correct lab slips are provided to the lab at the time of the blood draws. The Phoenix Fire Department's contract agreement with our laboratory services vendor does not include "on site" phlebotomy services for wellness fairs or events held at individual fire departments. Services rendered for "on site" phlebotomy will need to be arranged with the lab separately and all "on site" phlebotomy service charges will be the responsibility of the fire department requesting these services.

Cancellations, No Shows, and Unused Reserved Appointments:

Life is busy, and we understand that unforeseen circumstances can take place preventing members from making their scheduled appointments. We would appreciate a minimum 24-hour notice for cancellations. We will work with your department's liaison, or with the individual, to reschedule an appointment due to unavoidable circumstances. However, a no show with no call to notify our department, or reserved appointment slots that are unused, may result in a charge to your department. We want to be respectful of your time and would ask for the same courtesy in return.



Phoenix Fire Department
Health & Wellness Center
150 S. 12th Street
Phoenix, AZ 85034

IGA Services Menu

Infection Control for Law Enforcement Agencies
(Exhibit B)

Infection Control Program and ICO Assistance

(This program is available to both Fire and Law Enforcement Agencies)

Please note: Geographically, we are limited on the distance that this service can be provided. Therefore, this option is only available to agencies within the Phoenix Metropolitan area.

For agencies within the Phoenix Metropolitan area, choosing to "opt in" for the Infection Control Program, we will provide your members with Infection Control Officer assistance based on the following objectives and responsibilities. Pricing details for this service are listed below.

Major Objectives:

- To ensure quality of care of patients and department members.
- To provide a liaison between medical facilities, the medical examiner and the state's public health office.
- To assist your department ensuring compliance with federal, state and local laws and regulations.
- To develop and institute a comprehensive program for exposure notification and medical follow-up.
- To monitor compliance with department's infection control practices/procedures.
- To update exposure control program to include T.B. control.

PFD Infection Control Officer Responsibilities:

- Work with administration, risk management and safety on infection control and related compliance issues.
- Establish and maintain records on employee exposures, medical follow-up and personnel health.
- Will ensure reporting and documentation of exposures, medical follow-up, confidentiality and record keeping.
- Work with medical facility representatives to ensure timely exposure notification, testing and reporting.
- Will interview and assist exposed department personnel.
- Assist in evaluation of new products and equipment relating to infection control – OSHA compliance.
- Assist with the development of new infection control policies and procedures for your department.
- Work with medical examiner regarding exposures involving deceased persons.

Please see Breakdown of Infection Control Program Services Fees on page 2.

☐ **OPT IN**
Infection
Control
Program

☒ **OPT OUT**
Infection
Control
Program

I
N
F
E
C
T
I
O
N

C
O
N
T
R
O
L

P
R
O
G
R
A
M

Breakdown of Infection Control Program Services Fees

Annual per member fee (active members only)	\$66.00	\$0.00
If participating in the Infection Control program, the fees listed below apply and will only be billed to your department if an exposure occurs and testing or treatment is required. Please note: This contract does not include or cover prophylaxis. Prophylaxis charges received by Phoenix Fire will be passed along to the participating agency.		
Exposure Consult with Health & Wellness Center Clinician	\$75.00	\$0.00
Hepatitis C Antibody (lab draw)	\$44.00	\$0.00
Hepatitis C Confirmatory (lab draw)	\$100.00	\$0.00
HIV Antibody (lab draw)	\$25.00	\$0.00
Hepatitis A Vaccine (Havrix) 2 shot series	\$50.00 x 2 (\$100.00/series)	\$0.00
Tetanus/Diphtheria Vaccine 1 shot	\$40.00	\$0.00
Tdap Vaccine (Tetanus/Diphtheria/Pertussis) 1 shot	\$60.00	\$0.00
Activation of Post Exposure Prophylaxis (PEP) Line	\$250.00	\$0.00