

## SERVICES AGREEMENT

C-

### PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Strength Training, Inc. ("STI"), an Arizona corporation, ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date").

### RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Contractor to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Contractor desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Contractor desire to memorialize their agreement with this document.

### AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Contractors and Subcontractors.**
  - 1.1 **Services.** Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other Contractors or contractors, retained by City.
2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates six months from the effective date.
3. **Contractor's Work.**
  - 3.1 **Standard.** Contractor must perform Services in accordance with the standards of due diligence, care, and quality prevailing among Contractors having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
  - 3.2 **Licensing.** Contractor warrants that:
    - a. Contractor currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
    - b. Neither Contractor nor any SubContractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
      - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.
      - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

### 3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

### 3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Contractor grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$88,125.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

**5. Billings and Payment.**

**5.1 Applications.**

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

**5.2 Payment.**

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

**5.3 Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

**6.2 For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

- 8.4 **Waiver of Subrogation.** Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- The Notice is in writing; and
  - Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

James ("Jim")  
 c/o Strength Training, Inc.  
 17233 North Holmes Boulevard  
 Phoenix, Arizona 85053  
 (602) 349-2545

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
 c/o Fire Chief  
 6829 North 58<sup>th</sup> Drive  
 Glendale, Arizona 85301  
 (623) 930-4401

With required copy to:

City Manager  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

City Attorney  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

- 13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a six month period. There are no automatic renewals.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Kevin R. Phelps  
Its: City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

STRENGTH TRAINING, INC.,  
an Arizona corporation

  
\_\_\_\_\_  
By: James ("Jim") Maher  
Its: President



**EXHIBIT A**  
**Services Agreement**

**PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**PROJECT**

The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

The Health Center may provide access to medical health services, including occupational health services, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

**EXHIBIT B**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**SCOPE OF WORK**

Utilizing the Glendale Health Center, located within the Glendale Regional Public Safety Training Center, the Consultant shall furnish competent and reliable medical examinations and other related health services for City firefighters and employees of other public safety agencies in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and other public entities in the State of Arizona. Medical services may include: NFPA 1582 firefighter physicals; AZPOST police officer physicals; public safety pre-employment physicals, drug and alcohol screening; CDL/DOT physicals; post exposure counselling and treatment; functional capacity evaluations or return to duty/fit for duty evaluations; hearing conservation programs and other health and wellness services relating to public safety members.

**Medical Exams.**

**Firefighters (includes new firefighter pre-employment).** Contractor shall provide comprehensive medical examinations that shall include at least the following:

- (1) Health Survey
- (2) Physical examination
- (3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C
- (4) PSA for males .40 years of age
- (5) Urine dipstick with reflux urinalysis
- (6) Spirometry
- (7) Hearing evaluation (done in an ANSI-approved soundproof booth)
- (8) Visual acuity evaluation
- (9) Body fat assessment (using calipers or analyzer) and body weight
- (10) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated
- (11) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)
- (12) Functional movement screening
- (13) Review of immunization history
- (14) Up to 30 minute consult with physician or physician to discuss physical examination and health survey
- (15) TB skin test (optional; additional cost would apply)
- (16) Tiered Medical Evaluation (optional)

**CDL/DOT physicals.** Contractor may provide CDL-required drivers medical exams for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.

**EXHIBIT C**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**

**SCHEDULE**

Contractor shall provide all services in a timely and efficient manner consistent with Administrative Procedures, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement.

Hours of Operation. The Contractor shall schedule operations at the Health Center to fall within the following hours of operation: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

**EXHIBIT D**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$88,125.00.

**DETAILED PROJECT COMPENSATION**

**Contractor Price Sheet:**

<b>DESCRIPTION OF SERVICE</b>	<b>COST</b>
Prostate Exams	\$ 50.00
Auditory Function Tests	\$ 25.00
Vision Tests	\$ 10.00
Pulmonary Function Tests	\$ 55.00
Radiology (administer in-house, send out for reading)	20% off ICA fee
Randomizing of Drug & Alcohol Screens	\$ 50.00
Routine Hearing Services (CDL Requirements)	\$ 20.00
Routine Vision Services (CDL Requirements)	\$ 15.00
Sick Visits	Copay/Coins
Spirometry (lung function) (Fire/Police)	\$ 55.00
Stress Tests	\$ 150.00
Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
Urinalysis (for CDL, Random, Etc.)	\$ 10.00
Walk-In Services: Non-worker's comp	Copay/Coins
<b>Physicals</b>	
Fire Fighter	\$575
Police-AZ Post baseline	\$360
Police-AZ Post annual	\$280
Police-EOD (new & exisiting)	\$430
Police-Reserve	\$400
Police-Existing SWAT	\$270
Police-New SWAT	\$430
EMS-NonSworn	\$350
No Show Physical	\$80
<b>Immunizations</b>	
Hep A	\$54.00
Hep B	\$51.00
MMR	\$55.00
TdaP	\$40.00
Varicella	\$70.00
Td	\$25.00
Hearing Conservation with audiogram	\$28.00
Review of Respiratory Questionnaire	\$10.00

**EXHIBIT E**  
**AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES**  
**STAFFING**

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor will provide staffing as follows:

**PHYSICIAN: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)**

A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:

- 1) Director will act as the liaison between the contracted clinical staff and the Health Center Deputy Chief. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations, will implement ongoing wellness programs for fire department personnel, and may serve as the Certified Medical Review Officer (MRO).
- 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.
- 3) Responsible for performing all elements of physicals, pre-employment physicals for the City's partners' employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.
- 4) Will perform consultations for Fire Department personnel with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
- 5) Will interface with Fire Department personnel and the City's partners' employees and their primary care physicians to assure proper health care.
- 6) May assist with development, updating and revision of procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
- 7) May participate in research projects regarding public safety employee health and fitness.
- 8) May prepare and present educational materials to public safety employees for training relating to health and wellness.

**Minimum Qualifications:**

Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification and Medical Review Officer Certification. Board certified physician in occupational and environmental medicine through the American Board of Preventative Medicine and/or American Osteopathic Board of Preventative Medicine is preferred. Must demonstrate experience in the occupational medicine, interpretations of treadmill testing and ECG tracing, as well as spirometer interpretation. Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST\* and OSHA regulations, as well as DOT Drug and Alcohol collection and testing.

**CLINICAL MANAGER AND/OR REGISTERED NURSE – FULL OR PART TIME**

Must be qualified and capable of performing the following responsibilities:

- 1) Assist with preparation of charts and management of the flow of patients.
- 2) Perform back office evaluations, vital signs, vision, pulmonary function, hearing, and body composition examinations.
- 3) Perform first aid physicals, evaluate, treat and follow up on industrial injuries

- 4) Perform phlebotomy and administer medications as needed.
- 5) Perform resting 12-lead EKS's and stress tests.
- 6) Assist with infectious exposure consults and follow-ups.
- 7) Assist physicians with data collection for studies.
- 8) Assist physicians with treatment of medical patients.
- 9) Assist with maintenance and stocking of medications and medical supply inventory.

**Minimum Qualifications.**

Registered nurse or other qualified and licensed health care provider in the state of Arizona with experience in occupational medicine, orthopedics, industrial rehabilitation, and infectious disease. ACLS certified, having two years' experience in treadmill testing, immunizations and schedule is preferred. Familiarity with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules is preferred.

**CERTIFIED RADIOLOGY TECHNICIAN (CRT) or PRACTICAL RADIOLOGY TECHNICIAN (PRT)- FULL OR PART TIME**

Must be qualified and capable of performing the following responsibilities:

- 1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.
- 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.
- 4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 5) Will prepare and maintain accurate documentation.

**Minimum Qualifications.**

Must be licensed in Arizona with a certification or diploma from an approved/accredited school of Radiology Program with a minimum of two years' experience.