



INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health Services Program

This Intergovernmental Agreement is between Tualatin Valley Fire & Rescue ("TVF&R") and King City Police Department ("Agency"), each acting by and through its elected officials, both herein referred to individually or collectively as "Party" or "Parties."

RECITALS:

- A. ORS 190.010 authorizes the Parties to enter into this Agreement for the performance of any or all functions and activities that a Party to the Agreement has authority to perform.
- B. TVF&R operates the Occupational Health Services program ("OHS") from 12400 SW Tonquin Road, Sherwood, OR 97140, 503-625-2065.
- C. OHS provides comprehensive, compassionate, and cost effective occupational health services to external Agencies including, but not limited to: vaccinations and compliance training for state and federal Occupational Safety and Health Administration ("OSHA") regulations for bloodborne and airborne pathogens.
- D. Agency desires advice and expertise regarding occupational infectious disease services as required by OAR 437, Division 2, Subdivision Z, services relating to Toxic & Hazardous Substances, bloodborne pathogens (1910.1030), and vaccination services.
- E. Under the terms and conditions hereinafter set forth, OHS will provide Agency training, advice, and expertise relating to: the bloodborne pathogen rules required by OAR Chapter 437, Division 2, Subdivision Z - Toxic & Hazardous Substances (437-002-1030 Bloodborne Pathogens 19010.1030); airborne pathogens; vaccination services; and other related occupational health training and advice.
- F. Nothing contained in this Agreement shall be construed to imply a partnership, sublicense, joint venture, or principal and agent relationship between TVF&R and Agency and neither Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other unless expressly provided for in writing.

TERMS OF AGREEMENT: In consideration of those premises as generally recited, it is agreed as follows:

1. Term; Changes; Extension.
 - a. Term of Agreement. The initial term of this agreement shall be from July 1, 2013 through June 30, 2014. Twelve-month extensions of this Agreement shall continue automatically unless terminated as provided herein.
 - i. Changes in Fees; Extension/Renewal. An amendment will be issued to the Agency on or about May 1st annually. The amendment will detail any changes in fees for the next Agreement period. Acceptance of the amendment shall constitute renewal of this Agreement, extending the Agreement for the next period July 1 to June 30. Non-acceptance of the amendment may terminate this Agreement.
2. Scope of Services.
 - a. Bloodborne and Airborne Pathogens Training and Services. OHS will provide mutually agreed upon bloodborne pathogen training by a healthcare provider with knowledge of bloodborne pathogens and

Unofficially Issues every June 30
Scanned July 2014

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meeting the standards set forth in OAR 437, Division 2, Subdivision Z, services relating to Toxic & Hazardous Substances; bloodborne pathogens (1910.1030), and the rules promulgated thereunder. OHS will, in cooperation with Agency staff, provide:

- i. Upon request, assistance in the development and revision of the exposure control plan;
 - ii. Mutually agreed upon bloodborne pathogen training;
 - iii. On-call services for exposure incidents; and if applicable, post-exposure management and follow-up.
- b. Vaccination and Testing Service Delivery. OHS will provide Agency with mutually agreed upon on-site vaccination and testing clinics. OHS shall use reasonable efforts to cover the needs of Agency. OHS will provide Agency with the records and documentation necessary for OSHA compliance. Each participant will have a vaccination record established with OHS.
- c. Post-Exposure Management. OHS shall provide Agency with post-exposure counseling, exposure referral, and follow-up treatment as needed for those individuals within the TVF&R service area. For individuals outside the service area, reasonable efforts will be made for appropriate referral and follow-up services.
- d. Respiratory Questionnaire. OHS will review the Respiratory Questionnaire form within 30 days of receipt. OHS will send certification to the Agency.
- e. Recordkeeping. OHS will maintain records in accordance with applicable standards, statutes, and guidelines (HIPAA, OSHA, OAR, ORS, and CDC guidelines).
- f. Service Level Contract Options:
 - i. *Fee for Service Package*. Rates are based on a fee for service and charged on a per use basis (see Exhibit A for details). Services may include:
 1. Mutually agreed upon on-site training with vaccination and testing services;
 2. Post-exposure set-up and management, recordkeeping, training manuals, and assistance with exposure control plan compliance billed at hourly RN Service rate; and
 3. Post exposure management shall be billed per exposure call with any vaccinations or lab testing billed separately.
 - ii. *Basic Exposure Access Service Package*. A per person rate is charged (see Exhibit B for details) for the following services:
 1. Access to 24-hour Exposure Call Service;
 2. Triage for exposures based on current CDC, Public Health, and Agency guidelines;
 3. Exposure packets, information, and assistance with recordkeeping;
 4. Post-exposure access, management, and recordkeeping based in accordance with applicable standards, statutes, and guidelines (HIPAA, OSHA, OAR, ORS, and CDC guidelines);
 5. Treatment, testing, and follow-up available in the TVF&R service area; and
 6. Pharmacy and laboratory billed separately.
 - iii. *Complete Service Package*. Includes all components of the Basic Exposure Access plus the following services (see Exhibit B for details):

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1. Agency and department specific DVD annual training package (including training manual);
 2. Mutually agreed upon access to vaccination and testing services (pharmacy and laboratory billed separately); and
 3. Vaccines, pharmacy, and laboratory billed separately.
- iv. *Comprehensive Service Package*. Includes all components of the Complete Package plus the following services (see Exhibit B for details):
1. On-site training with vaccination and testing services by mutual agreement; and
 2. Upon request, assistance with exposure control plan compliance.

3. **Consideration.**

- a. Rates. Rates for the Service Level Contract Options (2.f above) are detailed in Exhibit A (fee for service) and Exhibit B (service packages). The pricing is at or near OHS costs; as such, any increase/decrease to the costs may be passed on to the Agency, including costs that increase due to market conditions (e.g., vaccinations). Increases/decreases will be communicated in writing to the Agency and must be accepted prior to becoming effective.
- b. Rate Terms. Services include on-site training with vaccination services, TB testing, post-exposure set-up and management, recordkeeping, training manuals, and assistance with exposure control plan compliance. On-site vaccination clinics will be charged at the hourly nursing rate. Post-exposure management will be billed per exposure call, with any vaccinations or lab testing billed separately. Nursing hours may be applied to complicated exposure management, disease acquisition, or extended counseling services upon written authorization from Agency.
- c. Compensation Pro-Rating. If either Party terminates this agreement at a time when Agency has paid for services not yet provided, TVF&R shall reimburse Agency for that portion of the compensation paid for which it has not provided services. If this agreement is terminated at a time when TVF&R has provided services for which payment has not yet been made, Agency will pay TVF&R for those services. Any payments or reimbursements will be calculated to the nearest day that services are provided.

4. **General Provisions.**

- a. Applicable Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.
- b. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.
- c. Capacity to Perform. OHS will coordinate all services with the Agency, if temporary demands for services exceed OHS's capacity to perform due to a temporary increase in workload demands for any reason, OHS reserves the right to delay services.
- d. Confidentiality. The Parties acknowledges that by reason of this Agreement, the Parties will have access to the each other's information and materials that may be confidential and of substantial value to the other, or confidential to people, organizations, or entities served by either. "Confidential Information" means and includes all personal information, trade secrets, know-how, proprietary data, and other non-public information, including information of third Parties to whom the Parties owe a duty of confidentiality under Oregon Law. The Parties agree that neither shall not use or disclose, or keep upon termination of services or completion of this Agreement, any Confidential Information in any way, except as may be required in connection with this Agreement, for its own account or the account of any

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Tualatin Valley Fire & Rescue
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third Party. Parties further agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or inadvertent disclosure, and agree to take all steps necessary to ensure the maintenance of confidentiality.

- e. Entire agreement. This agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, representations, oral or written, not specified herein regarding this agreement. No amendment or variation of the terms and conditions of this agreement shall be valid unless it is in writing and signed by both Parties.
- f. Force Majeure. No Party shall be held responsible for delay or default caused by fires, riots, acts of God and /or war, which is beyond the reasonable control of the Parties.
- g. Indemnity. Each Party shall be responsible for the acts of their respective employees, volunteers and all other persons acting on their behalf under this Agreement. To the fullest extent permitted by law, each Party shall fully indemnify, defend and save, and hold harmless the other, its officers, board members, agents, employees, volunteers, affiliates, and all other persons acting on behalf of the Party, from and against any and all claims, demands, suites, actions, damages, losses, costs and expenses, direct and indirect or consequential of any nature whatsoever, including reasonable attorneys' fees, and any other costs of defense, settlement payments and court costs, and liability of personal injuries (including death), property loss, and all other legally cognizable harm caused by, arising from, in whole or in part or in connection with, any act or omission involving any work under this Agreement. The duty of defense shall arise immediately upon assertion of any claim that may be covered by this indemnification provision, and, to the fullest extent allowed by law, shall be independent of any duty of indemnification.
- h. Insurance. Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS Chapter 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270, and to protect TVF&R against any consequential damages caused by Agency during activities.
- i. Invoices. TVF&R will invoice Agency as required. The terms are net 30 days; a 1% late fee may be assessed if a payment is late.
- j. Laws. Each Party shall comply with all applicable federal, state, and local ordinances, statutes, laws, rules, and regulations under this Agreement; including non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- k. Modifications. Modifications to this Agreement are valid only if made in writing and signed by all Parties.
- l. No Benefits, No Shared Employees. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party. No officer, employee, or agent of either Party shall be considered to be an officer, employee, or agent of the other Party for any purpose.
- m. Notice of Litigation. Each Party shall give the other immediate written notice of any action or suit filed or any claim made against that Party that may result in litigation in any way related to this Agreement. Any litigation arising from this Agreement shall be governed by the laws of the state of Oregon and conducted in the circuit court for Washington County.
- n. Personnel/Workers' Compensation. Employees or volunteers of each Party shall remain an employee/volunteer of that Agency, and is subject to the personnel policies solely of that Party. Each Party to this Agreement agrees to provide workers' compensation insurance coverage to its employees and volunteers, and that while responding under this Agreement, each recognizes that supervision of

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Tualatin Valley Fire & Rescue
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the individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.

- o. Public Contracts. This Agreement includes the following terms and conditions as prescribed by Oregon Revised Statutes as applicable: a. ORS 279B.220, Conditions concerning payment, contributions, liens, withholding; b. ORS 279B.225, Conditions concerning salvaging, recycling, composting, or mulching yard waste material; c. ORS 279B.230, Conditions concerning payment for medical care and providing workers' compensation; d. ORS 279B.325, Conditions concerning hours of labor.
- p. Publicity. The Parties shall not use in advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the other without prior written authorization.
- q. Records. Upon termination or expiration of this Agreement, Parties shall, to the extent permissible under applicable law, deliver to the other all documents, information, works-in-progress, and other property to the other without reasonable delay. The format and delivery of such records shall be hard copy or electronic, as mutually agreed upon.
- r. Statutes. To the extent applicable, Agency shall comply with all applicable provisions of ORS 279B.220 through ORS 279B.235 and the terms thereof are incorporated by this reference as though fully set forth.
- s. Superseding Effect. There are no covenants, promises, agreements, conditions, or understandings between the Parties, either oral or written, other than those contained in this contract.
- t. Termination. This Agreement may be terminated, with or without cause and at any time, by a Party by providing 30 days written notice of intent to the other Party, unless a different time frame is mutually agreed upon.
- u. Waiver. The failure of either party to insist upon the strict performance of any of the terms, covenants, or conditions of this agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants, or conditions.

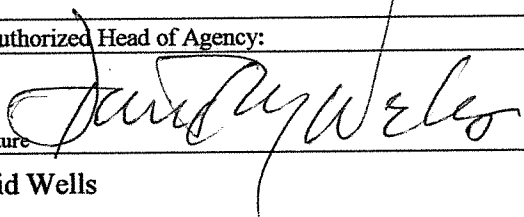
End

INTERGOVERNMENTAL AGREEMENT
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SIGNATURES:

IN WITNESS WHEREOF, all the aforementioned is hereby agreed upon by the Parties and executed by the duly authorized signatures below:

Agency: King City Police Department 15300 SW 116th Ave. King City, OR 97224	TVF&R: Tualatin Valley Fire & Rescue 11945 SW 70 th Ave. Tigard, OR 97223
Charles Fessler Representative Name/Title	Leith Gerber Representative Name/Title
503 620-8851 Representative Phone/ E-Mail	503-259-1689, Leith.Gerber@tvfr.com Representative Phone/E-Mail
Charles Fessler Occupational Infectious Disease Records Custodian Name	Eric Wicks, Purchasing Manager/Contracts Administrator Notices To
503 620-8851/ cfessler@ci.king-city.or.us Occupational Infectious Disease Records Custodian Phone & Email	Eric.Wicks@tvfr.com Notices To - Email

By Authorized Head of Agency:	By Authorized Head of Agency:
Signature 	Signature
David Wells Name	Debra Guzman, Chief Financial Officer Name
10 June 2013 Date	 Date

INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health Services Program
EXHIBIT A

FEE FOR SERVICE for King City Police Department

The following services and fees are provided by OHS under the Fee for Service structure:

Hepatitis A Vaccine	\$52.00 per dose (Series of 2)
Hepatitis B Vaccine	\$48.00 per dose (Series of 3)
Tuberculosis Testing	\$20.00
Influenza Vaccination	\$20.00
Diphtheria/Tetanus/Pertussis (Adult)	\$55.00
Hepatitis B Immunity	\$37.50
Post-exposure Hepatitis C Test	\$42.50
Post-exposure HIV Antibody Test	\$37.50
Respiratory Questionnaire Review	\$10.00
Blood and Airborne Pathogen Training/Session	\$150.00
Vaccination and Testing Clinic/Per Hour (If Applicable)	\$60.00
Mileage (If Applicable)	Current Government Rate
RN Service/Per Hour (If Applicable)	\$60.00
Administrative Services/Per Hour	\$30.00
Exposure Control Plan Compliance/Review	\$75.00 per hour
Exposure Line Access Fee	\$75.00 per call
Communicable Disease DVD	\$75.00

Pricing Reservation: This pricing is at or near OHS costs; any increase/decrease to the costs may be passed on to the Agency, including costs that increase due to market conditions (e.g., vaccinations). Increases/decreases will be communicated in writing to the Agency and must be accepted prior to becoming effective.

TVF&R will invoice the Agency on a per use basis.

PLEASE COMPLETE THE FOLLOWING:

Estimate the number of police and fire employees who may receive these services: 5.

Estimate the number of other employees who may receive these services: 5

INTERGOVERNMENTAL AGREEMENT
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EXHIBIT B

CONTRACT PACKAGES for King City Police Department

Available packages:

- **Comprehensive Package:** \$25.00/person for police and fire; \$20.00/person for all other employees.
- **Complete Package:** \$15.00 per person.
- **Basic Exposure Access:** \$10.00 per person.

The following services and fees are provided by OHS under the package structure:

Hepatitis A Vaccine	\$42.00 per dose (Series of 2)
Hepatitis B Vaccine	\$40.00 per dose (Series of 3)
Tuberculosis Testing	\$20.00
Influenza Vaccination	\$20.00
Diphtheria/Tetanus/Pertussis (Adult)	\$45.00
Hepatitis B Immunity	\$27.00
Post-exposure Hepatitis C Test	\$32.50
Post-exposure HIV Antibody Test	\$27.00
Respiratory Questionnaire Review	\$10.00
Blood and Airborne Pathogen Training/Session*	\$150.00
Vaccination and Testing Clinic/Per Hour*	\$60.00
Mileage (If Applicable)	Current Government Rate
RN Service/Per Hour *	\$60.00
Administrative Services/Per Hour*	\$30.00
Exposure Control Plan Compliance/Review	\$75 per hour
Exposure Line Access Fee	\$75 per call
Communicable Disease DVD*	\$75 per DVD
Billing will be separate for laboratory and pharmacy services.	At cost, plus administrative markup

**If applicable, depending upon service package chosen (packages outlined on pages 2-3 of the IGA.)*

Pricing Reservation: This pricing is at or near OHS costs; any increase/decrease to the costs may be passed on to the Agency, including costs that increase due to market conditions (e.g., vaccinations). Increases/decreases will be communicated in writing to the Agency and must be accepted prior to becoming effective.

PLEASE COMPLETE THE FOLLOWING: [Click/check one of the boxes below](#) to specify the package of services you want (packages outlined on pages 2-3 of the IGA):

- ☐ Comprehensive Package
- ☐ Complete Package
- ☐ Basic Exposure Access

Indicate the number of police and fire employees who will receive the services: [Click here to enter text.](#)

Indicate the number of other Agency employees who will receive the services: [Click here to enter text.](#)

[Click/check one of the boxes below](#) to specify the frequency with which TVF&R will invoice your agency for the per person rate multiplied by the number of employees, plus any services performed at the indicated rate(s).

☐ Monthly x Quarterly ☐ Annually

FAX

KING CITY POLICE DEPARTMENT
15300 SW 116th AVE.
KING CITY, OR 97224
PHONE: 503 620-8851
FAX: 503 670-9755

**TO:**

Name: ERIC WICKS
Organization Name/Dept: TVFR
CC:
Phone number:
Fax number: 503 259-1157

Urgent

For Review

Please Comment

Please Reply

FROM:

KING CITY POLICE DEPARTMENT

NAME C. Fesslin

Date sent:

Time sent:

Number of pages including cover page:

MESSAGE

For your records



King City Police Department
15300 SW 116th Ave.
King City, OR 97224

Attn: Charles Fessler, Chief of Police

We value you as a client and thank you for choosing Tualatin Valley Fire & Rescue (TVF&R) to provide occupational health services. This letter is to solicit your intent to engage our services for fiscal year 2013-14.

To provide for flexibility in choosing the level of service that best fits your OSHA compliance needs, we continue to offer several contract options. The options are detailed on pages 2 and 3 of the attached intergovernmental agreement ("IGA") for occupational health services. Currently, King City Police Department receives the Fee For Service, which is billed on a per use basis.

Please note that TVF&R has recently revised and standardized its IGA, and is requesting that all client agencies sign it in lieu of amendments that extend older agreements. Also, please be aware of the following moderate price increases reflected in the IGA:

Description of Service:	Current Contract Price	2013-14 Contract Price
Hepatitis B Adult Vaccine – Contract Packages	\$38.00	\$40.00
Diphtheria/Tetanus/Pertussis (Adult) – Contract Packages	\$44.00	\$45.00
Diphtheria/Tetanus/Pertussis (Adult) – Fee for Service Option	\$54.00	\$55.00
Nursing Services (Hourly)	\$55.00	\$60.00
Nursing Services: Site Access Fee	\$55.00	\$60.00

To renew the occupation health services, please complete the left side of the IGA signature page and, depending on the level of service you opt for, provide the information requested where promoted on Exhibit A - Fee for Service or Exhibit B – Contract Packages.

Please return the completed IGA and exhibit page to Eric.Wicks@tvfr.com, or by fax to 503-259-1157. Also, please contact me with any questions. We look forward to serving you in the year to come.

Sincerely,

Eric Wicks

Eric Wicks
Purchasing Manager/Contracts Administrator

Amendment 1



INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health Services Program
Amendment 1

This is Amendment 1 to the Intergovernmental Agreement ("IGA") between Tualatin Valley Fire & Rescue ("TVF&R") and King City Police Department ("Agency") each acting by and through their elected officials, both herein referred to individually or collectively as "Party" or "Parties."

RECITALS:

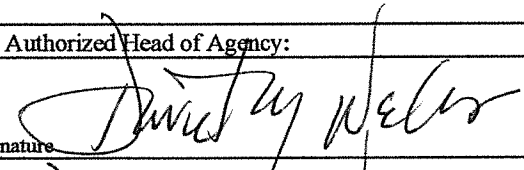
The Parties desire to amend the original IGA for the provision of occupational health services to: formally extend the IGA term to July 1, 2014 through June 30, 2015 and establish the fee schedule for fiscal year 2014-15.

The Rates for fiscal year 2014-15 are detailed in **Exhibit A**.

BE IT FURTHER AGREED by the Parties hereto, that but for those changes set forth herein, all other terms, conditions and provision of the original IGA, and as previously amended, shall remain in full force and effect.

SIGNATURES:

In witness whereof, all the aforementioned is hereby agreed upon by the Parties and executed by the duly authorized signatures below:

Agency: King City Police Department 15300 SW 116th Ave. King City, OR 97224	TVF&R: Tualatin Valley Fire & Rescue 11945 SW 70th Ave. Tigard, OR 97223
By Authorized Head of Agency:	By Authorized Head of Agency:
Signature 	Signature
Name DAVID M. WELLS	Debra Guzman, Chief Financial Officer
Date 10-14-14	Date

INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health Services Program
EXHIBIT A

FEE FOR SERVICE for King City Police Department

The following services and fees are provided by OHS under the Fee for Service structure:

Hepatitis A Vaccine	\$50.00 per dose (Series of 2)
Hepatitis B Vaccine	\$50.00 per dose (Series of 3)
Tuberculosis Testing	\$20.00
Influenza Vaccination	Market Price (at cost)
Diphtheria/Tetanus/Pertussis (Adult)	\$54.00
Hepatitis B Immunity	\$37.50
Post-exposure Hepatitis C Test	\$40.00
Post-exposure HIV Antibody Test	\$37.50
Respiratory Questionnaire Review	\$10.00
Blood and Airborne Pathogen Training/Session	\$175.00
Vaccination and Testing Clinic/Per Hour (If Applicable)	\$60.00
Mileage (If Applicable)	Current Government Rate
RN Service/Per Hour (If Applicable)	\$60.00
Medical Assistant / Administrative Services/Per Hour	\$40.00
Exposure Control Plan Compliance/Review	\$75.00 per hour
Exposure Line Access Fee	\$75.00 per call
Communicable Disease DVD	\$75.00
Webex -- Blood and Airborne Pathogen Training	Depending on availability

Pricing Reservation: This pricing is at or near OHS costs; any increase/decrease to the costs may be passed on to the Agency, including costs that increase due to market conditions (e.g., vaccinations). Increases/decreases will be communicated in writing to the Agency and must be accepted prior to becoming effective.

TVF&R will invoice the Agency on a per use basis.

PLEASE COMPLETE THE FOLLOWING:

Estimated number of police and fire employees who may receive these services: 86 CH

Estimated number of other employees who may receive these services: 5

Representative Name/Title: Charles Fessler. Change to: _____
(Phone/Email: _____)

Occupational Infectious Disease Records Custodian: Charles Fessler. Change to: _____
(Phone/Email: _____)

Amendment 2



King City Police Department
15300 SW 116th Ave.
King City, OR 97224

Attn: David Wells, City Manager

This is a reminder cover letter and Amendment 2 for the IGA between King City Police Department and TVF&R. A letter was sent to King City Police Department on January 28, 2015; it detailed changes that are occurring for the TVF&R Occupational Health and Wellness (OHW) service model. Below is a summary of the changes for FY 2015-16:

1. **Clinical Access.** TVF&R will provide OHW services from our fixed facility clinic currently located at our North Operating Center facility located at 20665 SW Blanton Street in Aloha.
2. **Pre-physical testing.** TVF&R can provide scheduled pre-physical testing on an as requested basis at our North Operating Center facility.
3. **Vaccination and Testing Services Delivery.** OHW will provide your Agency with vaccination and testing clinics only at our North Operating Center facility. OHW will provide your agency with the records and documentation necessary for OSHA compliance. Each participant will have a vaccination record established with OHW.
4. **Bloodborne and Airborne Pathogens Training and Services.** OHW can provide bloodborne pathogen training via digital multi-media and mutually agreed upon live trainings at the North Operating Center facility.
5. **Post-Exposure Management.** OHW will no longer provide post exposure information phone service after June 30, 2015. Upon request, OHW may provide referrals for alternative service providers as applicable for post-exposure counseling, exposure referral and follow-up.
6. **Recordkeeping.** OHW will continue to maintain records for services provided in accordance with applicable standards, statutes, and guidelines (HIPAA, OSHA, OAR, ORS, and CDC guidelines).
7. **Records Transfer.** In the event your Agency chooses to no longer use TVF&R OHW services, TVF&R will transfer employee medical records as per Oregon records retention law, HIPAA, and deliver to your Agency.
8. **Fee for Services.** Starting July 1, 2015 rates for the new clinical setting model will be based upon a per service fee schedule detailed in the attached Amendment (Exhibit A). Please complete the blanks on the Amendment, then scan and return to Eric.Wicks@tvfr.com or by fax to 503-259-1157 by June 20, 2015.

Please return the completed IGA and exhibit pages to Eric.Wicks@tvfr.com, or by fax to 503-259-1157. Please contact me with any questions. OHW looks forward to serving you in the year to come at the new clinic location.

Sincerely,

A handwritten signature in black ink that reads "Eric Wicks".

Eric Wicks
Purchasing Manager/Contracts Administrator

North Operating Center
20665 SW Blanton Street
Aloha, Oregon
503-649-8577

Command & Business Operations Center
and Central Operating Center
11945 SW 70th Avenue
Tigard, Oregon 97223-9196
503-649-8577

South Operating Center
8445 SW Elligsen Road
Wilsonville, Oregon 97062-8350
503-649-8577

Training Center
12400 SW Tonquin Road
Sherwood, Oregon 97140-9734
503-259-1600



INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health & Wellness Services
Amendment 2

This is Amendment 2 to the Intergovernmental Agreement ("IGA") between Tualatin Valley Fire & Rescue ("TVF&R") and King City Police Department ("Agency"); each acting by and through their elected officials.

RECITALS:

The parties desire to amend the IGA for the provision of occupational health and wellness services to extend the period of the IGA and to establish the services and fee schedule for the July 1, 2015 through June 30, 2016 term.

TVF&R hereby changes the program name to the Occupational Health & Wellness ("OHW"). TVF&R operates OHW program and offers certain services from its new Clinic location at TVF&R North Operating Center, 20665 SW Blanton, Aloha, OR 97078.

Post-Exposure Management. OHW will no longer provide post exposure information phone service after June 30, 2015. Upon request, OHW may provide referrals for alternative service providers as applicable for post-exposure counseling, exposure referral and follow-up.

Beginning July 1, 2015 the TVF&R Representative for OHW is Nicole Tzantarmas or designee 503-259-1689.

TERMS OF AGREEMENT:

- A. Pursuant to paragraph 1.a.i. of the original IGA the term of the IGA shall automatically extend from July 1, 2015 through June 30, 2016.
- B. Under paragraph 2 - Scope of Services, delete all subparagraphs and replace with the following:
 - 2.a. **Pre-physical testing.** TVF&R can provide scheduled pre-physical testing on an as requested basis at the OHW Clinic.
 - 2.b. **Bloodborne and Airborne Pathogens Training and Services.** OHW will provide bloodborne and airborne pathogen training via digital multi-media. Face to face training can be provided upon mutual agreement at the OHW Clinic.
 - 2.c. **Vaccination and Testing Services Delivery.** OHW will provide the Agency vaccination and testing services only at the Clinic. OHW will provide the Agency with the records and documentation necessary for OSHA compliance. Each participant will have a vaccination record established with OHW.
 - 2.d. **Recordkeeping.** OHW will maintain records for services provided in accordance with applicable standards, statutes, and guidelines (HIPAA, OSHA, OAR, ORS, and CDC guidelines).
 - 2.e. **Records Transfer.** In the event the Agency chooses to no longer use TVF&R OHW services, TVF&R will transfer participant medical records as per Oregon records retention laws and HIPAA, and will deliver to the Agency.



INTERGOVERNMENTAL AGREEMENT
Tualatin Valley Fire & Rescue
Occupational Health & Wellness Services
Amendment 2

2.f. Service Level. Services are provided on a per use basis, see Exhibit A for details.

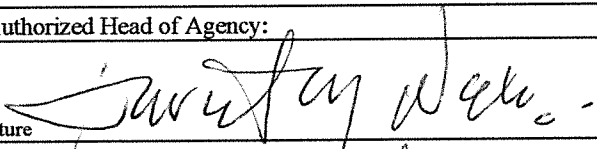
C. Delete paragraph 3 – Consideration and replace it with the following:

3. Consideration. Rates for OHW services are based on a fee-for-service and are charged on a per use basis (see Exhibit A for details).

BE IT FURTHER AGREED by the parties hereto, that but for those changes set forth herein, all other terms, conditions and provisions of the original IGA, and as previously amended, shall remain in full force and effect.

SIGNATURES:

In witness whereof, all the aforementioned is hereby agreed upon by the Parties and executed by the duly authorized signatures below:

Agency: King City Police Department 15300 SW 116th Ave. King City, OR 97224	TVF&R: Tualatin Valley Fire & Rescue 11945 SW 70th Ave. Tigard, OR 97223
By Authorized Head of Agency:	By Authorized Head of Agency:
Signature 	Signature
Name & Title (type or print) DAVID W. WELLS	Debra Grabler-Guzman, Chief Financial Officer Name
Date 4/20/15	Date

**King City Police Department
Amendment 2
Exhibit A**

The following services and fees are provided by the TVF&R Occupational Health and Wellness (OHW) program under a Fee for Service structure:

Service Description	FY15-16 Fee	Rate/Per
Bloodborne/Airborne Pathogen Training	TBD/web ex	Hour
Bloodborne Pathogen/Communicable Disease DVD	\$ 75.00	DVD
Nursing	\$ 75.00	Hour
CMA	\$ 40.00	Hour
UA - Annual Physical	\$ 5.00	Person/Test
UA w/micro	\$ 20.00	Person/Test
PSA - Annual Physical	\$ 35.00	Person/Test
Resting EKG - Annual Physical	\$ 35.00	Person/Test
CBC - Annual Physical	\$ 25.00	Person/Test
Comp Metabolic - Annual Physical	\$ 30.00	Person/Test
C-Reactive Protein High Sensitivity-Phys	\$ 30.00	Person/Test
Glycohemoglobin A1C-Annual Physical	\$ 30.00	Person/Test
Lipid Panel (blood draw)-Annual Physical	\$ 38.00	Person/Test
Audiometric Test	\$ 30.00	Person/Test
Spirometry Test	\$ 30.00	Person/Test
Vision Test	\$ 10.00	Person/Test
TB Skin Test	\$ 20.00	Person/Test
TB QunatiFERON Gold Test	\$ 75.00	Person/Test
Hepatitis A-Adult Vaccine V05.3	\$ 50.00	Person/Test
Hepatitis B-Adult Vaccine V05.3	\$ 50.00	Person/Test
Influenza V04.8	Market	Person/Test
Adacel-Diph/Tet/Pert V06.1	\$ 60.00	Person/Test
MMR-Measels, Mump, Rub V06.4	\$ 65.00	Person/Test
Varicella (Chicken Pox) Antibody	\$ 35.00	Person/Test
Hepatitis B Antibody	\$ 40.00	Person/Test
Hepatitis C Antibody	\$ 45.00	Person/Test
82935 -- HCV RNA PCR	\$ 130.00	Person/Test
HIV Antibody	\$ 45.00	Person/Test
Direct Bilirubin (Miscellaneous)	\$ 30.00	Person/Test
Free PSA (Miscellaneous)	\$ 45.00	Person/Test
Draw fee	\$ 10.00	Person/Test
Records management fee	\$ 15.00	Hour
Mileage (current IRS rate)	IRS Rate	Mile

Pricing Reservation: The pricing above is at or near OHW costs; any increase/decrease to the costs may be passed on to the Agency, including costs that increase due to market conditions (e.g., vaccinations). Increases/decreases will be communicated in writing to the Agency and must be accepted prior to becoming effective.

**King City Police Department
Amendment 2
Exhibit A**

Services no longer provided or charged by TVF&R:

Respiratory Questionnaire Review
Exposure Line Access
Audiometric Test Setup Fee
Audiometric Setup Fee
Lipid Panel (finger stick)
Spirometry Test Setup Fee
HIV Antibody Rapid
Lead Quantitative
Zinc Protophyrin

EMPLOYEE COUNT:

Please see the current count of employees who may receive these services – indicate any changes in the counts in the right column:

Estimated Number of:	Current Est Employee Count:	Change Est Employee Count to:
Police and/or Fire Employees:	6	
All other Employees:	5	3

AGENCY CONTACTS:

Please see the current list of name(s) and contact information – indicate any changes in the right column:

Agency Contacts:	Current Name:	Change to:
Representative Name:	Charles Fessler	
Representative Email:	cfessler@ci.king-city.or.us	
Records Custodian:	Charles Fessler	
Records Custodian Email:		
Records Custodian Phone:	(503) 620-8851	