

PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE OCCUPATIONAL MEDICAL EVALUATIONS – FY 2025

This PROFESSIONAL SERVICES AGREEMENT for COMPREHENSIVE OCCUPATIONAL MEDICAL EVALUATIONS ("Agreement") is made this _____ day of May, 2024 by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), 33 East Broadway Avenue, Meridian, Idaho, 83642, and Emergency Responders Health Center, LLC ("Contractor"), whose business address is 9976 West Emerald Street, Boise, Idaho, 83704 (collectively described as the "Parties").

INTRODUCTION

WHEREAS, the City has a need for a Medical Practice directed by a Board-Certified Physician to administer its Comprehensive Occupational Medical Evaluations on behalf of its fire service members; and

WHEREAS, the Contractor is owned and directed by a Board-Certified Physician who is knowledgeable and familiar with Fire Service, Comprehensive Occupational Medical Evaluations, Medical Education, Confidentiality, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Other "Firefighter Wellness" Program Review and Oversight; and

WHEREAS, the Contractor is specially trained, experienced, certified, licensed and competent to perform and has agreed to provide such services by qualified, licensed medical personnel; and

WHEREAS, the Parties wish to enter into this agreement which would allow the City to avail itself of Contractor's professional knowledge and expertise to administer its Comprehensive Medical Evaluations, under the Contractor's proprietary "Annual Wellness Exam" protocols, and offer other services specifically related to patient healthcare, patient health education, and Workforce Wellness consultation on behalf of the Meridian Fire Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties agree as follows:

TERMS & CONDITIONS

1. Scope of Services

1.1 Contractor shall perform and furnish to the City upon execution of this Agreement all services, and comply in all respects, as specified in the document titled "Annual Wellness Exam protocol," a copy of which is attached hereto as Attachment A, and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties. Contractor shall provide all services on a non-exclusive basis, and City maintains its ability to retain other contractors for same or similar services at the City's sole discretion.

1.2 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions, and all applicable National Fire Protection Association (NFPA-1582) Standards. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.3 Services and work provided by the Contractor at the City's request under this Agreement will be performed in a timely manner.

2. Consideration

2.1 The Contractor shall be compensated on a per-exam or other per-unit-of-service basis as provided in Attachment B "Payment Schedule" attached hereto and by reference made a part hereof. Additionally, any professional services inclusive of Workforce Wellness medical consultation and/or research supplied to department administrators shall be billed at the hourly rate as provided in Attachment B. Such services will be performed only at the request of the Fire Chief.

2.2 The Contractor shall provide the City with a billing statement, as services warrant, of fees earned and costs incurred for services provided, which the City will pay within 30 days of receipt of a correct invoice and approval by the City. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

2.3 Except as expressly provided in this Agreement, Contractor and its employees shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type.

3. Time of Performance

This agreement shall become effective on October 1, 2024, and shall expire **September 30, 2025**. This Agreement shall renew annually on October 1st for a 12-month period, or unless sooner terminated by either party.

4. Independent Contractor

4.1 In all matters pertaining to this agreement, Contractor shall act as an independent contractor, and neither Contractor nor any officer, employee, or agent of Contractor will be deemed an employee of the City. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. Selection and designation of the personnel of the City in the performance of this Agreement shall be made by the City.

4.2 The Contractor shall determine the method, details and means of performing the work and services to be provided by the Contractor under this Agreement. The Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Contractor in fulfillment of this Agreement.

5. Indemnification and Insurance

5.1 The Contractor shall indemnify and save and hold harmless the City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the negligent acts and/or errors or omissions by the Contractor, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of City or its employees.

5.2 Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follows; General Liability - One Million Dollars (\$1,000,000) per incident or occurrence; Professional Liability/Professional Errors and Omissions - One Million Dollars (\$1,000,000) aggregate; and Workers' Compensation Insurance in the statutory minimum as required by law.

5.3 The City shall be named an additional insured on the General Liability policy. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City; and if the City becomes liable for an amount in excess of the insurance limits, herein provided, the Contractor covenants and agrees to indemnify and save and hold harmless the City from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of.

5.4 Contractor shall provide the City with Certificates of Insurance, or other proof of insurance evidencing Contractor's compliance with the requirements of this paragraph and file such proof of insurance with the City at least ten (10) days prior to the date Contractor begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, Contractor shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City of Meridian with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

6. Notices

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY

City of Meridian
Attn: City Clerk
33 E. Broadway Ave.
Meridian, ID 83642

CONTRACTOR

Emergency Responders Health Center, LLC
Attn: Nathan Bodily, Clinic Director
9976 W. Emerald St.
Boise, ID 83704

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. Attorney Fees

Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination or forfeiture of this Agreement.

8. Time is of the Essence

The Parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

9. Assignment

It is expressly agreed and understood by the Parties hereto, that the Contractor shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the City.

10. Discrimination Prohibited

In performing the Services required herein, the Contractor shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

11. Reports and Information

11.1 At such times and in such forms as the City may require, there shall be furnished to the City such financial statements, records, reports, data and information as the City may request pertaining to the billing matters covered by this Agreement.

11.2 Contractor shall maintain all financial records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement.

12. Audits and Inspections

Upon reasonable advance request, there shall be made available to the City for examination all of Contractor's billing records with respect to all matters covered by this Agreement. The right to audit and inspect shall not include any records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

13. Compliance with Laws

In performing the scope of services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

14. Changes

The City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

15. Termination

If, through any cause, the Contractor, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, knowingly falsifies any record or document required to be prepared under this agreement, knowingly engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement, in part or in its entirety, by giving written notice to Contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. The Contractor may terminate this agreement at any time by giving at least sixty (60) days' notice to City. In the event of any termination of this Agreement, the Contractor shall be entitled to receive just compensation for any work satisfactorily completed hereunder.

16. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

17. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek, or waive, such advice.

18. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

19. Public Records Act

Pursuant to Idaho Code Sections 74-101, et seq., all billing information and financial documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Parties acknowledge that records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) are exempt from public disclosure under Idaho Code section 74-104(1)(a).

20. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

21. Approval Required

This Agreement shall not become effective or binding until approved by the City of Meridian and by Emergency Responders Health Center.

EMERGENCY RESPONDERS HEALTH CENTER:

By: _____

Rob Hilvers, MD | Medical Director

Date: _____

5/1/2024

CITY OF MERIDIAN

By: _____

Robert E. Simison | Mayor

Date: _____

ATTEST

By: _____

Chris Johnson, City Clerk



Attachment A

ERHC ANNUAL WELLNESS EXAM PROTOCOL FIREFIGHTERS

Medical History

- Medical & Surgical History Sample form available upon request
- Allergies
- Family History
- Exposure History
- Reproductive History
- Mental Health/Stress Screening Sample form available upon request

Complete Physical Examination

- Vital Signs
- Audiology Screening (full sound booth)
 - Bilateral – 500Hz; 1000Hz; 2000Hz; 3000Hz; 4000 Hz; 6000Hz; and 8000Hz
- Ophthalmologic Screening
 - Computerized vision testing (entry-level/baseline): Titmus Vision Screener/TNO Occupational Slides
 - Right and left acuity, binocular acuity, depth perception, color perception, vertical/lateral phoria
 - Snellen eye chart vision testing
- Body Composition Analysis
 - InBody 770 analysis
 - Abdominal circumference
- Comprehensive Physical Examination
 - Performed by ERHC's board-certified family and/or sports medicine physicians (or Nurse Practitioner under their supervision)
 - Option to choose between male or female medical provider, whenever possible

Laboratory Profile

ERHC performs a complete laboratory blood profile and urinalysis in accordance with the following schedule:

Pre-Employment Wellness Exams (NEW PATIENTS/BASELINE)

- CBC, Comprehensive Metabolic Profile, and Fasting Lipid Profile
- Urinalysis (specific gravity, protein, glucose and occult blood)
- Hemoglobin A1c
- PSA (males age ≥ 50; earlier if risk factors)
- Infectious Disease Panel with TB screening (entry-level/new patients and upon request). See table below for full labs provided:

Infectious Disease Screening

• Hepatitis B Titer • Hepatitis C Virus Screen • Confidential HIV Screening • Tuberculosis Screen¹	- Initial; reissued following any booster immunizations - Baseline; then annual upon request - Baseline; then annual upon request - Baseline; QF Gold serum (blood) test; upon request²
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¹ Note: The Idaho Department of Health and Welfare does not recommend routine TB screening, per low Idaho prevalence rates. However, ERHC readily complies with department requests related to infectious disease screening.

² Annual PPD skin test is also available upon request; repeated QF Gold serum testing available for concerning symptoms or new exposures.

Pulmonary (Lung) Function Testing

- Annual Spirometry
FVC (forced vital capacity); FEV1 (forced expiratory volume in 1 second); FVC/FEV1 ratio

Radiology Screening

- Chest X-ray (PA and lateral views). Performed on entry-level/baseline and based on NFPA 1582 guidelines.
Includes Professional Radiology Interpretation (Gem State Radiology)

EKG/Cardiac Stress Testing

- Annual 12-lead resting EKG
- Exercise Cardiac Stress Test (treadmill or cycle/ergotron)
Performed on entry-level/baseline, and on all established members based on age stratification:
Age ≥ 40: Annually
Age 30-39: Every 2 years
Age 20-29: Every 3 years

Immunizations

ERHC monitors all patients for updated immunization profiles, and offers a range of immunizations and infectious disease screenings, during (a) new recruit (baseline) exams and (b) subsequent Wellness Exams. Immunizations are invoiced through personal insurance (typically covered at 100%).

• Seasonal Influenza (Quadrivalent A/B) • Hepatitis B Virus Vaccine and Titers • Hepatitis A Virus Vaccine • Tetanus/Diphtheria Vaccine • Measles, Mumps, Rubella Vaccine (MMR) • Polio Vaccine • COVID-19 • Shingles	Seasonal 3-dose series 2-dose series Tdap (Tetanus, Diphtheria, Pertussis) 10-year booster 2 adult boosters If previously unvaccinated Annual booster 2-dose series (indicated age ≥ 50)
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Individual Metabolic & Risk Analysis Report

- Detailed "Health Dashboard" Report
Proprietary 'Emergency Responders Metabolic Syndrome' score
Comparison across years and by aggregated profession
'Doctors Notes' outlining details of medical evaluation, risk level, and wellness counseling

Medical Referrals

- To specialists and facilities (based on medical history and examination)
- To in-clinic or outside physical therapy for musculoskeletal rehabilitation (as indicated)
- To in-clinic or outside nutrition counseling (for weight management or other concerns)
- To in-clinic or outside mental health professional (per request or for concerning emotional or behavior health concerns)

Medical Clearances Sample form available upon request

- Confidential Medical Clearance document issued to Department Chief or Health & Safety Officer (Upon request and with patient consent.)

Attachment B

PAYMENT SCHEDULE

The amount to be paid for each service performed by the Contractor shall be as follows:

	Period	
	October 1, 2024 – December 30, 2024	January 1, 2025 – September 30, 2026
Annual Wellness Exam, Fire Personnel	\$915	\$960
Return-to-Work/Fitness-for-Duty Exam	\$250/hour	\$250/hour
Mental Health Check-In Session	\$135/visit	\$145/visit

	Period	
	October 1, 2024 – September 30, 2026	
Workforce Wellness Professional Services - Consulting	\$300/hour	