

PROFESSIONAL SERVICES AGREEMENT BOARD CERTIFIED PHYSICIAN SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made this _____ day of _____, 2020, and entered into by and between the **City of Meridian**, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho, 83642, and **Emergency Responders Health Center, LLC** hereinafter referred to as "CONTRACTOR", whose business address is 9976 W. Emerald St, Boise, Idaho, 83704.

INTRODUCTION

WHEREAS, the City has a need for a Board Certified Physician to administer its Comprehensive Occupational Medical Evaluations; and

WHEREAS, the Contract is a Board Certified Physician which 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; 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 and offer other services specifically related to education and/or research.

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

TERMS AND 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 "Scope of Services" 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) 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 provide by the physician 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-patient exam Not to Exceed basis as provided in Attachment B "Payment Schedule" attached hereto and by reference made a part hereof . The total Not-to-Exceed for each fiscal year shall be the allocated budget amount for these services. Additionally, any professional services request for either education and/or research shall be billed at the hourly rate as provided in Attachment B "payment schedule". 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 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 or kind whatsoever.

3. Time of Performance:

This agreement shall become effective upon execution by both parties, and shall expire September 30, 2021. 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 be acting as an independent contractor, and neither Contractor nor any officer, employee, or agent of Contractor will be deemed an employee of City. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or

power vested in the City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

4.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. 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 Contractor in fulfillment of this Agreement.

5. Indemnification and Insurance:

Contractor shall indemnify and save and hold harmless 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. Contractor shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follow, 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 limits as required by law. 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 City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Contractor covenants and agrees to indemnify and save and hold harmless 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. Contractor shall provide City with a Certificate 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
City Clerk
33 E Broadway Ave
Meridian, ID 83642

CONTRACTOR

Emergency Responders Health Center, LLC
Attn: Rob Hilvers, MD
9976 W. Emerald St
Boise, Idaho, 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 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 City.
10. **Discrimination Prohibited:** In performing the Services required herein, 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:** At any time during normal business hours and as often as the City may deem necessary, 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. Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such billing records, and to make audits of all contracts, invoices, materials, payrolls,

records of personnel, conditions of employment and other data relating 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, 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, 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, falsifies any record or document required to be prepared under this agreement, 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. 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, Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily complete 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 attorney's or the opportunity to seek 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 Section 9-335, et seq., all billing information and financial documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure.
20. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

21. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

**EMERGENCY RESPONDERS HEALTH
CENTER, LLC**

By: _____
Rob Hilvers, MD

CITY OF MERIDIAN

By: _____
Mayor Robert Simison

ATTEST

By: _____
Chris Johnson, City Clerk

Attachment A

SCOPE OF WORK

Comprehensive Occupational Medical Evaluations

1. Complete Medical History
 - Medical and surgical history
 - Allergies
 - Family history
 - Prior work/exposure history
 - Reproductive history
 - Stress evaluation
2. Complete Physical Examination
 - Vital signs
 - Ophthalmologic screening
 1. Titmus Vision Screener- TNO Occupational Slides. Includes:
 - I. Right and left acuity, binocular acuity, depth perception, color perception, vertical and lateral phoria.
 - Body composition (abdominal circumference)
 - Extensive physical examination (performed by ERHC clinician).
 - Functional Mobility Testing
3. Immunizations and infectious disease screening (immunization billed separately)
 - Tuberculosis screen (PPD); annually
 - Influenza vaccine; offered annually (often provided through cities)
 - Tetanus/diphtheria booster every 10 years (Adacel or dT)
 - Hepatitis A vaccine (2 shot series)
 - Hepatitis B vaccinations and titers
 - Hepatitis C virus screen
 - MMR vaccine (mumps, measles, and rubella)
 - Polio vaccine
 - HIV screening; offered annually on a confidential basis
 - **Hepatitis C screen and HIV are done at baseline exam, and repeated if either requested or reported exposure.
4. Laboratory profile
 - CBC (complete blood count)
 - Comprehensive chemistry profile
 - Hemoglobin A1c if fasting glucose > 120.
 - Fasting lipid panel
 - PSA (all males over age 45)
 - Urinalysis (including specific gravity, protein, glucose, and occult blood)
 - Entry Level/baseline exam: HIV and hepatitis C screening labs. Hepatitis B antibody titer.
5. Radiology
 - Chest X-ray (PA/lateral); repeat every 5 years.

6. Pulmonary Function Testing
 - Annual spirometry to include: FVC (forced vital capacity), FEV₁ (forced expiratory volume in 1 second); FVC/FEV₁ ratio.
7. EKG/Exercise treadmill testing
 - Annual 12 lead resting EKG
 - Cardiac Stress Test using Gerkin treadmill protocol*
 1. Age 40 and over: Annually
 11. Age 30-39: Every 2 years
 111. Age 20-29: Every 3 years
8. Personal medical report. Each patient will receive a detailed 4 page printout including personalized '*Emergency Responders Metabolic Syndrome*' score, individual's comparisons across regional responders, and 'Doctors Notes' section outlining details of medical evaluation.
9. Medical referrals (any referrals to be at examinee's own expense and are not included in the scope of this Agreement)
 - Referrals to medical specialist as indicated based on history and examination.
 - Referral to physical therapy for musculoskeletal rehabilitation.
 - Nutritional counseling for weight management and discussion of healthy dietary choices.
10. Medical Records: Maintain and update medical records.
 - When indicated or requested, a copy of the exam results can be forwarded to the examinee's personal physician at the examinee's request
11. Written letter of verification of examinee's attendance at scheduled examination.

Attachment B

PAYMENT SCHEDULE

Total and complete compensation for this Agreement shall not exceed the annual budget appropriation for this line item. The amount to be paid for each examination performed by Contractor shall be as follows:

TASK	DESCRIPTION	AMOUNT
Task 1	Comprehensive Occupational Medical Evaluation (Per individual Exam)	\$865
Task 3		
Task 4		
Task 5		
PER EXAM TOTAL		\$865.00
Other Fees		
Professional Services Consulting (education and/or research)		\$250.00/hr.
Return to Work/Fitness for Duty exam		\$865
Mental Health Exam/Appointment- Department required (per visit)		\$200