

AGREEMENT FOR PROVISION OF EMPLOYMED SERVICES

THIS AGREEMENT is entered into by and between **Halifax Hospital Medical Center, a special taxing district** (hereafter "EmployMed") and **The City of Daytona Beach** (hereinafter "Employer").

WITNESSETH:

WHEREAS, EmployMed is a program established by Halifax Medical Center which offers occupational health services such as immunizations, occupational exposure baseline and follow-up testing, employment-related physicals, and drug/alcohol screening for area employers; and

WHEREAS, as an employer of personnel who have occupational exposure to certain bloodborne pathogens and who administer hands-on home healthcare, Employer desires to engage the services of EmployMed for the purpose of providing employment-related physicals, and drug/alcohol screening, and various vaccinations, among other services; and

WHEREAS, the parties desire to provide a full statement of their agreement in writing.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Services Provided by EmployMed.** At Employer's request, EmployMed will provide to Employer the services listed on the attached Exhibit "A". Employer will provide the necessary information and consents required by EmployMed in order to perform the requested services. Employer specifically authorizes EmployMed to release any and all collected information pertaining to its employees or prospective employees to Employer's designated representatives.

Employer specifically understands and agrees that all services provided by EmployMed are at the request of, and written authorization by, the Employer. EmployMed may rely on an oral request for services by Employer, and Employer agrees to provide all written authorization in a timely manner. EmployMed is not responsible for determining the legal appropriateness of any test request, test, or test result and Employer specifically assumes all responsibility for such determination. EmployMed will maintain the confidentiality of all information regarding Employer's employees, which is in EmployMed's possession.

The parties agree to enter into a mutually acceptable agreement as necessary to comply with applicable federal law and regulations governing the use and disclosure of individually identifiable health information. Such agreement shall be entered into on or before the date on which hospitals are required to be in compliance with the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996.

1A. **Service Standards.**

EmployMed to ensure that all healthcare professionals employed by EmployMed for provision of services herein are competent, and are in compliance with all applicable laws and regulations with respect to the licensing and regulation of their profession.

EmployMed will ensure that all procedures and testing provided pursuant to this Agreement is done in accordance with industry standards and in accordance with all applicable laws and regulations.

okay to execute
ER
(initial)

2. **Payment for Services.** Fees for services provided by EmployMed will be paid by Employer in accordance with the fee schedule provided. The fee schedule will be updated effective October 1st each year. The fee schedule in effect at the time of contract execution is attached as Exhibit A. EmployMed will provide an invoice on a monthly basis, containing sufficient detail to allow Employer to determine the payment due. If the invoice is proper, Employer will pay the invoice within 45 days of receipt. Invoice disputes will be handled in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70 et seq (the "Prompt Payment Act"). Employer will be subject to discontinuation of service in the event invoices are not paid by this date. Payments not paid when due will be subject to interest charges at a monthly rate of 1.5%, or the highest rate allowed by the Prompt Payment Act, whichever is less.

3. **Term of Agreement: Termination.** Subject to the provisions, hereof, this Agreement shall remain in full force and effect commencing the 5th day of December 2012, and ending on December 4, 2013. Thereafter, Employer will have the option to renew this Agreement for up to ten Terms of one-year each, by providing EmployMed written notice of renewal at least 30 days before the end of the current Term.

Either of the parties shall have the right to terminate this Agreement at any time upon the giving of 30 days written advance notice to the other.

4. **Indemnification.** EmployMed and Employer each agree to indemnify the other and to save the other, its directors, officers, employees and agents, harmless from any and all claims, demands, obligations, liabilities, and causes of action, which may be made or brought against the other party relating to, or arising out of, or in connection with this Agreement, whether caused by action or inaction of the indemnifying party, including the indemnifying party's officers, employees, and agents, with respect to its negligence in the performance of its duties and obligations under this Agreement. Parties' obligation to indemnify one another hereunder is subject to the dollar and other limitations contained in Section 768.28, Florida Statutes.

The foregoing shall not relieve either party from any liability it has for its own negligence or the negligence of its employees and agents. Each party shall promptly notify the other of any claims or demands which arise and for which indemnification under this section is sought. This section shall survive the termination of this Agreement.

5. Where authorized or required by this Agreement, notice to EmployMed shall be effective upon delivery to the EmployMed office located at 1455 Dunn Avenue, Daytona Beach, Florida 32114, and to Employer upon delivery to *Mark Jones, Risk Manager*, 301 S. Ridgewood Avenue, Daytona Beach, FL. 32114, with a copy to *Janis Goff, Occupational Health Nurse*, 950 Bellevue Avenue, Daytona Beach, FL 32114.

6. **Assignment.** Nothing contained in this Agreement shall be construed to permit the assignment or delegation of rights or duties under this Agreement without the prior written consent of the other party and such consent shall not be unreasonably withheld.

7. **Independent Contractor Relationship.** The parties enter into this Agreement as independent contractors and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

8. **Non-Waiver.** The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default whether or not of the same or similar nature.

9. **Choice of Law; Venue.** The Agreement will be governed and construed by the laws of the State of Florida, without regard to any choice of law principles that could result in application of the laws of any other jurisdiction. Jurisdiction for any legal action or proceeding arising out of this Agreement will be exclusively in the courts of the state of Florida in and for Volusia County.

10. **Force Majeure.** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state or local) war, acts of God or contingencies beyond the reasonable control of the Lessee (hereinafter, "force majeure event") interferes with or prevents the fulfillment by the Lessee of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated; provided, however, that as to the obligation to pay rent. Lessee will promptly notify Lessor becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

11. **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

12. **Entire Agreement.** The parties agree that they are not relying upon any promises, understandings, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, expressed or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof, that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated, and that the parties have read, understood and approved this Agreement in its entirety.

EMPLOYMED

By: [Signature]
Title: CRO
Date: 12/3/12

EMPLOYER

By: [Signature]
Derrick L. Henry, Mayor
Attest: [Signature]
Jennifer L. Thomas, City Clerk
Date: December 5, 2012
Approved as to legal form:
By: [Signature]
Marie Hartman, City Attorney



**EmployMed
Halifax Medical Center
1455 Dunn Avenue
Daytona Beach, Florida 32114**

“SCHEDULE A”

<u>TEST</u>	<u>FEE</u>
DOT Physical	\$74.00
Physical Exam RN/MD Review	\$53.00
Urine drug screen with MRO service	\$37.00
Urine drug screen-expanded opiates	\$45.00
Urine Drug Collection	\$15.00
Breath Alcohol Test	\$40.00
Breath Alcohol Test Confirmation (if necessary)	\$21.00
Alcohol-Blood	\$46.00
Urine dipstick	\$10.00
Audiogram	\$16.00
Physical Agility Test/Back Assessment	\$68.00
Pulmonary Function Test	\$33.00
EKG	\$42.00
Blood Collection	\$12.00
Hair Collection	\$19.00
Injections	\$15.00
Vision Exam	\$14.00
PPD Skin Test	\$20.00
FIT Test	\$32.00
Vaccine-Hepatitis B (series of 3-price for each injection)	\$65.00
Vaccine-Hepatitis A (series of 2-price for each injection)	\$91.00
Vaccine-MMR	\$65.00
Vaccine-Varicella	\$103.00
Vaccine-Flu	\$25.00
Vaccine-Tetanus/Diphtheria	\$28.00
Lab- CBC	\$29.50
Lab- CMP	\$65.50
Lab- Hepatitis B Surface AB Quant	\$10.00
Lab- Hepatitis C AB	\$15.00
Lab- Lipid Profile	\$40.75
Lab- HIV	\$21.50
On Call After Hours Service	\$250.00

Note:

*Charges are subject to review and change on an annual basis.

Halifax EmployMed
1455 Dunn Avenue
Daytona Beach, FL 32114

The City of Daytona Beach
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

By: 

By: 

Name: Arvin Lewis

Name: Derrick L Henry

Title: CRO

Title: MAYOR

Date: 12/3/12

Date: 12.7.12