

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	10/23/2014	Requested Meeting Date:	11/03/2014
		Confirmed Meeting Date:	
Received by: Lynnette Gray			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@jgmlawfirm.com		
Address:	63 E. Court Street, PO Box 160		
City:	Franklin	State:	IN
		ZIP:	46131
Who will attend the meeting and present the request?			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@jgmlawfirm.com		
Please describe the purpose or title of your presentation.			
Request approval of Professional Services Agreement between Johnson Memorial Hospital and the City of Franklin/Fire Department. Johnson Memorial Hospital will provide the Franklin Fire Department with all annual physical exams; blood and lab work; medical testing; fitness services; web-based services; admin fees; and other fees and testing.			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Professional Services Agreement;			
2.			
3.			
4.			

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between Johnson Memorial Hospital (hereinafter "JMH"), and City of Franklin, Indiana (hereinafter "FFD"), on this ____ day of _____, 2014.

PROFESSIONAL

Johnson Memorial Hospital
1125 W Jefferson Street
Franklin, Indiana 46131

CLIENT

City of Franklin/Fire Department
1800 Thornburg Lane
Franklin, Indiana 46131

AGREEMENT

For and in consideration of the mutual promises contained in this agreement, JMH and FFD agree as follows:

1. **Scope of Services.** JMH shall provide FFD with services in connection with the Department's Annual Physical Exams as described in the Scope of Services identified as "Attachment A" to this agreement. JMH shall perform the services outlined in the Scope of Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances in the locality.
2. **Payment for Services.** FFD shall compensate JMH for services rendered in accordance with the cost schedule set forth on Attachment A. Detailed billings will be provided within thirty (30) days of rendering services. FFD agrees to pay all fees due within thirty (30) days of receipt of the invoice.
3. **Term.** This agreement for services shall be effective January 1, 2015 and will continue thereafter until terminated by either party as set forth herein. JMH may, after giving thirty (30) days written notice to FFD, terminate or suspend services for non-payment. Either party may terminate for convenience as set forth in paragraph 15 below.
4. **Right to Receive Notice of Breach.** As required by the Health Insurance Portability and Accountability Act (HIPAA), JMH will provide a written notice to FFD in the event JMH learns of any unauthorized acquisition, use or disclosure of personal health information (PHI) as a result of not being properly secured as required by HIPPA. JMH will notify FFD of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. JMH will incur all expenses for notification and actions necessary to correct breach.
5. **Policy on Additional Testing.** In the event that JMH finds it necessary to perform additional testing at Franklin Fire Department expense and at the request of its

medical director, the Franklin Fire Department representative will be notified in advance and terms and costs agreed upon.

6. **Policy on Repeat Testing.** In the event that JMH finds it necessary to retest a patient due to a positive test result or the recommendation of the JMH medical director, the cost incurred will be billed to Franklin Fire Department if the retest was not based upon an error on the original test. The Franklin Fire Department representative will be notified in advance. If the retest is due to an error by JMH or a contracted laboratory or other representative, JMH will absorb any additional retest costs. No recommended actions will be made to Franklin Fire Department until JMH has received accurate retest information.

7. **Policy on Reporting Results.** JMH will provide a medical/respirator clearance letter for every patient. The letter will state whether or not the employee is medically cleared for duty. No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law (i.e. OSHA). If during the medical evaluation, findings are such that the patient cannot be medically cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment. The designated Franklin Fire Department representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by JMH, after appropriate medical treatment, to provide final clearance of return to full duty after a release is first made by the patient's treating physician. JMH will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

8. **Exam Information.**

Blood Draws	Dates: _____	Time: _____	Location: _____
Exams	Dates: _____	Time: _____	Location: _____

9. **Price Increases.** Price increases for the following year will be made known by end of June of the year preceding the increase. Pricing reflected in Attachment A are valid through 2015.

10. **Records and Accounts.** JMH shall maintain accurate records and accounts of all transactions relating to the Services performed by it pursuant to this Agreement.

11. **Cancellations and No Shows.** Cancellations should be made at least 3 days (1 shift for fire department) prior to the scheduled appointment. This provides JMH with enough notice to offer the appointments to another department and properly prepare. Any scheduled appointments that results in a No Show, or if the cancellation is less than 1 shift notice, may result in a No Show penalty fee of \$40 per person. The Franklin Fire Department representative will be contacted prior to any fees being assessed.

12. **Liability and Indemnification.** JMH shall have no liability whatsoever to Franklin Fire Department for any error, act or omission in connection with the services to be

rendered by JMH to Franklin Fire Department hereunder unless any such error, act or omission derives from the negligence of JMH.

13. **Insurance.** JMH maintains insurance to protect it and Franklin Fire Department from the claims set forth below which may arise out of or result from JMH operations under this Agreement, whether such operations be by JMH or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1. Claims under Workers' Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
2. Claims for damages because of bodily injury and personal injury, including death, and;
3. Claims for damages to property

JMH insurance shall be not less than the acceptable industry standards for the performance of medical and occupational health-related services.

14. **Confidentiality.** JMH agrees to hold in strict confidence, and to use reasonable efforts to cause its employees and representatives to hold in strict confidence, all confidential information concerning Franklin Fire Department furnished to or obtained by JMH in the course of providing the agreed-upon services. JMH will not disclose or release any such confidential information to any person, except its employees, representatives and agents who have a need to know such information in connection with JMH performance under this Agreement or by the express written consent of a Franklin Fire Department employee.

15. **Termination for Convenience.** Either JMH or Franklin Fire Department may terminate this Agreement at any time by giving thirty (30) days advance written notice. JMH shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

16. **Term of Agreement/Designated Representative.** This agreement and pricing is valid through December 2015. Questions regarding this Agreement may be directed to the following representatives:

JMH:

STEVE WIDLFOORD
Name
317-730-3577
Telephone Number
SWIDLFOORD@JHNSONMEMORIAL.org
E-mail Address
1125 W. JEFFERSON, Franklin
Address

FFD:

Name
Telephone Number
E-mail Address
Address

17. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement together with the Attachment identified above, constitute the entire Agreement between JMH and FFD and supersede all prior written or oral understandings related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

“FFD”
The City of Franklin

“JMH”
Johnson Memorial Hospital

By: _____

By: Steven K Wohlford

Print: _____

Print: Steven K Wohlford

Title: _____

Title: C.O.O.

Date: _____

Date: 10/21/14

"FRANKLIN"
City of Franklin

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of _____, _____.

City of Franklin, Indiana By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehammer

Robert Swinehammer

Attest:

Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No.: 11567-41

Professional Services Agreement Between
The City of Franklin and Johnson Memorial Hospital

Attachment A

Scope of Service

Category	Procedure	Cost	All
Blood and Lab work	Blood panel (CMP, CBC, Lipid, Veni-puncture)		
	CMP (Complete Metabolic Panel)	\$15	
	CBC	\$15	
	Lipid Panel (total cholesterol, HDL/LDL, risk ration)	\$15	
	Venipuncture	\$3.29	
	Quantiferon-Tb (blood)	\$40	
Medical Testing	Vital signs (Ht., Wt., BP, pulse, respirations, BMI)	0	
	Vision-Acuity	\$28.42	
	PFT	\$36.07	
	Audiometry	\$15.31	
	EKG w/interpretation	\$20	
	Urinalysis-Dipstick	\$5	
	Chest X-ray- PA/LAT (our site)	\$55	
Physical Exam	Respirator/Medical Review	\$17.49	
	Comprehensive Physical Exam	\$107.12	
	HRA (Health Risk Appraisal)	0	
Fitness Services	Treadmill Sub-max	\$130	
Wed-based services	On line portal access	0	
Other fees and testing	HIV 1 & 2 for all	\$12	
	PSA for those over 40	\$12	
	Rectal/hemoccult those over 40	0	
	Thyroid Test	\$25	

*No administrative fees

Fn: Franklin Fire Fitness pricing