

BayCare Urgent Care, LLC

EMPLOYMENT HEALTH SERVICES AGREEMENT

THIS AGREEMENT, effective the 1st day of **January, 2018**, by and between **BayCare Urgent Care, LLC** (referred to as “BayCare” or “Provider”) and **City of Clearwater** (referred to as “City” or “Client”), is the result of Request for Proposals #30-17, Employment Related Healthcare Services and is as follows:

1. **Scope of Services.** Provider shall perform the services set forth in RFP #30-17 for Employment Related Healthcare Services, and Client shall pay the Provider in accordance with the fees set forth in Attachment A, which is attached hereto and incorporated herein by this reference.
2. **Term.** This Agreement shall be for a term one (1) year commencing the 1st day of January, 2018, and shall renew for two (2) additional one (1) year terms in accordance with RFP #30-17 Milestones.
3. **Changes.** Any changes to this Agreement shall be made by mutual written consent of both Parties.
4. **Compensation.** Client shall pay each respective invoice in accordance with the Florida Prompt Payment Act, F.S. Secs. 225.0705-225.078.
5. **Termination.** This Agreement may be terminated in accordance with RFP #30-17, Terms and Conditions.
6. **Insurance and Indemnification.** Provider shall maintain, at its sole cost and expense, professional liability insurance with an insurer satisfactory to Client, per the requirements set forth in RFP #30-17, Insurance Requirements. The Provider shall indemnify, defend and save Client harmless from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney’s fees) based upon, arising out of attributable to any acts or omissions arising from the Provider’s performance hereunder.
7. **Licensure/Compliance.** Provider warrants and represents that it is licensed to perform the services provided under this Agreement and shall maintain all such licenses for the duration of the Agreement. In addition, each Provider represents that the services provided hereunder are in compliance with any and all applicable federal and state statutes, laws and/or regulations.
8. **Assignment.** This Agreement shall not be assigned by Provider without the prior written consent of Client.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of Florida.
10. **Independent Contractors.** For all purposes hereunder, the relationship between Client and Provider is solely that of independent contractors and this Agreement does not create a partnership, joint venture or other association between any of the Providers and Client. The employees and agents of Provider shall be considered to be under exclusive management and control of Provider.
11. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

To Provider: BayCare Urgent Care, LLC
711 S. Belcher Road
Clearwater, FL 33764
Attn: Nathan Keith Waldrep
Director, Physician Services

To Client: City of Clearwater
Municipal Services Building
PO Box 4748
Clearwater FL 33758
Attn: Michelle Kutch

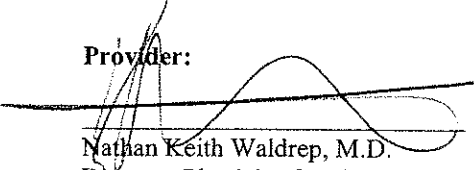
12. **HIPAA Requirements.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the

terms of this Agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Each party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.

13. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give the other party the right to terminate this Agreement immediately.
14. **Order of Precedence.** Any inconsistency in documents relating to this Agreement shall be resolved by giving precedence in the following order: (i) this Agreement (including the Exhibits attached hereto); (ii) the Provider's RFP #30-17 response; and (iii) Request for Proposals #30-17, Employment Related Health Care Services.

IN WITNESS WHEREOF, the Parties have set their hands the date and year first written above.

Provider:


Nathan Keith Waldrep, M.D.
Director, Physician Services

BayCare Urgent Care, LLC
8452 118th Ave N
Largo FL 33773

Client:

Countersigned:

CITY OF CLEARWATER, FLORIDA

George Cretokos
Mayor

By:

William B. Horne II
City Manager

Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call
City Clerk

Attachment A Cost Sheet

This attachment when executed by Provider and Client, shall become part of the agreement between the parties as of the Effective Date of the Agreement, and shall remain in Full Force and Effect as long as the Agreement is in Force.

PRE-EMPLOYMENT PHYSICAL – Group A Physical Examination, Medical History Form, Vision Test, Audiogram	COST:	\$80.00
PRE-EMPLOYMENT PHYSICAL – Group B Physical Examination, Medical History Form, Vision, Audiogram, DOT Drug Test	COST:	\$115.00
PRE-EMPLOYMENT PHYSICAL – Group C Rapid Drug Screen Only	COST:	\$35.00
PRE-EMPLOYMENT PHYSICAL – Group D Back Screen Only (50 lbs.)	COST:	\$30.00
PRE-EMPLOYMENT PHYSICAL – Group E Medical History Form, Vision Test, Audiogram, Back screen (25 lbs), Rapid 5 Panel Drug Test	COST:	\$140.00
PRE-EMPLOYMENT PHYSICAL – GROUP F Vision – Distance (As indicated on job requirement profile), Audiogram, Rapid 5 Panel Drug Test	COST:	\$80.00
PRE-EMPLOYMENT PHYSICAL – GROUP G Spirometry, Rapid 5 Panel Drug test	COST:	\$55.00
PRE-EMPLOYMENT PHYSICAL – GROUP H Physical Examination, Medical History Form, Vision Test, Audiogram, Spirometry, 5 Panel Drug Test	COST:	\$135.00
PRE-EMPLOYMENT PHYSICAL – GROUP I Physical Examination, Medical History Form, Vision Test (Far, Gross, Color, Peripheral), PCLB Form (Pinellas County Lic. Board Form)	COST:	\$80.00
PRE-EMPLOYMENT PHYSICAL – GROUP J Spirometry, 5 Panel Drug Test	COST:	\$55.00
PRE-EMPLOYMENT PHYSICAL – GROUP K Physical Examination, Medical History Form, Vision Test, Audiogram, 5 Panel Drug Test	COST:	\$115.00
PRE-EMPLOYMENT PHYSICAL – GROUP L Physical Examination, Medical History Form, Vision Test – Distance (As indicated on job requirement Profile), Audiogram, 5 Panel Drug Test	COST:	\$115.00
Respiratory Fit Test	COST:	\$ 25.00

Drug and Alcohol Testing Only Services

<u>NON DOT/PHMSA-Safety Sensitive</u>		
Reasonable Suspicion 5 panel instant or lab based	COST:	\$35.00
Reasonable Suspicion Breath Alcohol	COST:	\$35.00
<u>DOT/PHMSA-Safety Sensitive</u>		
DOT Random 5 panel or DOT Pre-Employment 5 Panel	COST:	\$35.00
Post Accident 5 panel instant or lab based	COST:	\$35.00
Reasonable Suspicion 5 panel instant or lab based	COST:	\$35.00
Breath Alcohol/Breath Alcohol Confirmation	COST:	\$30/\$30