Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: May 29, 2018

☒ New Item for Discussion

☐ Previous Item for Discussion

☐ Miscellaneous

ITEM #: 3

INITIATED BY: Division Chief James Macky

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

MEMORANDUM

To: Members of the Board of Public Works and Safety

From: James Macky, Division Chief - EMS

Date: May 29, 2018

Re: NFD is requesting the Board to consider entering into a service agreement with Public Safety Medical to conduct annual physicals

The Noblesville Fire Department is requesting the Board to consider entering into a Service Agreement with Public Safety Medical to conduct NFD's yearly physicals.

Your consideration with regard to this matter would be greatly appreciated.

Thank you.

135 South 9th Street
Noblesville, Indiana 46060

p: 317.776.6336
f: 317.776.6376

324 E. New York Street
Indianapolis, IN 46204
317.972.1180 Phone
317.972.1190 FAX

Noblesville Fire Department
2018 Service Agreement

Delivery Location: ☒ Noblesville Fire Department

The following when signed by **Public Safety Medical (PSM)** at 324 E. New York Street, Suite 300, Indianapolis, IN 46204 and **Noblesville Fire Department, 135 S. 9th St. Noblesville, IN 46060** will constitute our agreement for delivery of the services described below under the following terms and conditions.

Scope of Services

PSM agrees to provide the following services:

SERVICE	DESCRIPTION	Code	Cost	Services
Blood and Lab Work	**Blood Panel (CMP, CBC, Lipid, Veni.)**	**3500**		X
	CMP (Comp. Metabolic Panel)	3522	$22.97	X
	CBC (Comp. Blood Count)	3083	$20.80	X
	Lipid Panel (total chol., HDL, LDL, ratio)	3523	$24.42	X
	TSH-Thyroid Stim. Hormone (blood)	3126	$28.71	X
	Venipuncture	3000	$3.62	X
Medical Testing	**Wellness Med. Testing:**	12416		
	Vital Signs-ht, wt, BMI, BP, resp., pulse	6000	$0.00	X
	Vision-Acuity	6050	$31.21	X
	PFT – Pulmonary Function Test	6110	$44.62	X
	Audiometry	6090	$16.81	X
	EKG w/interp	6120	$24.01	X
	Urinalysis – Dipstick	6020	$3.62	X
Physical Exam	Respirator/Medical Review	6304	$19.21	X
	Comprehensive Physical Exam	12500	$117.64	X
	Health Risk Appraisal	7000	$0.00	X
Fitness Services	Treadmill – Submax (ages 40+ & annual for divers)	2080	$183.59	X
Web-Based	OnMed Program	8135	$0.00	X
Admin Fees	Admin. Fee (Your Site)	3206	$25	X
			Subtotal (without Treadmill):	**$382.64**
			Subtotal (Including Treadmill):	**$566.23**
Other Fees and Testing	Chest X-ray – PA/LAT (Your Site) (Every 4 years and annual for divers)	4010	$90.04	X
	Cholinesterase – RBC & Plasma (Blood) (Divers and Hazmat team members only)	3117	$54.03	X
	PSA-Prostate Specific Ag (men: ages 40+)	3115	$42.01	X
	Rectal/hemoccult (men: ages 40+)	6130	$0.00	X
	Influenza Vacc (offered to all) (Done at exams)	6167	$13.20	X
	Injection Fee	6170	$12.01	X
	Hep B Titer SAb – Quantitative (If needed)	3119	$42.01	If Needed
	Hepatitis B Vacc #1 (If needed)	6161	$84.03	If Needed
	Hepatitis B Vacc #2 #3 (If needed)	6162-63	$84.03	If Needed
	Injection Fee (fee w/ any vaccine given)	6170	$12.01	If Needed

Billing

Invoices are generated weekly. **Payment terms are Net 30 days.**

Invoices sent via e-mail scan to: Chief James Macky E-mail: jmacky@noblesville.in.us

Accounts Payable Contact: Tristy Wheeler Phone: 317.776.6336

Assignability
This Agreement is not assignable.

Right to Receive Notice of Breach
As required by the Health Insurance Portability and Accountability Act (HIPAA), PSM will provide a written notice to all **Noblesville Fire Department** employees in the event we learn of any unauthorized acquisition, use or disclosure of your personal health information (PHI) as a result of not being properly secured as required by HIPAA. We will notify employees of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. PSM will incur all expenses for notification and actions necessary to correct breach.

Policy on Additional Testing
In the event that PSM finds it necessary **to perform additional testing** at **Noblesville Fire Department expense** and at the request of the medical director, the **Noblesville Fire Department** representative will be notified in advance.

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

Policy on Reporting Results
PSM 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 **Noblesville 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 PSM, 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. PSM will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

Dates and Location of Services

Chief Initial

___	BLOOD DRAWS	**Dates:**	Sept 26-28	**Location:**	135 S. 9th St. Noblesville, IN 46060
___	EXAMS	**Dates:**	Oct 29- Nov 2 & Nov 5-7	**Location:**	15251 Olio Rd, Noblesville, IN 46060

Departmental Information

Contact person: **Name:** James Macky **Title:** Chief **Phone:** (317)770-1419
E-mail: jmacky@noblesville.in.us
Address: 135 S. 9th St. Noblesville, IN 46060

Chief of Dept: Greg Wyant

Price Increases
Price increases for the following year will be made known by **end of April** of the current year. Pricing reflected above is valid through December 31, 2018.

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

Exam Arrival Time
To optimize the service provided to **Noblesville Fire Department** personnel, we request that you send your personnel 15 minutes prior to their appointment time.

When Running Late
If your personnel are running late for their appointment(s), please call your client manager whose name and number is listed on the signature page. This will ensure that appropriate arrangements may be made at PSM to accommodate your personnel or potential rescheduling.

Cancellations
Cancellations should be made **at least 3 days** (1 shift for fire departments) prior to the scheduled appointment. This enables PSM with enough notice to offer the appointments to another department and properly prepare.

Liability and Indemnification
PSM shall have no liability whatsoever to **Noblesville Fire Department** for any error, act or omission in connection with the services to be rendered by PSM to **Noblesville Fire Department** hereunder unless any such error, act or omission derives from willful misconduct or gross negligence.

Insurance
PSM maintains insurance to protect it and **Noblesville Fire Department** from the claims set forth below which may arise out of or result from PSM operations under this Agreement, whether such operations be by PSM 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

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

Confidentiality
PSM 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 **Noblesville Fire Department** furnished to or obtained by PSM in the course of providing the agreed-upon services. PSM 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 PSM performance under this Agreement or by the express written consent of a **Noblesville Fire Department** employee.

Proprietary Information
PSM asks that all information provided within this document be held confidentially and not shared with any related providers, those organizations who could be considered competition to PSM, other fire or law enforcement organizations, or unnecessary personnel within the **Noblesville Fire Department.**

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

Term of Agreement

This agreement will be reviewed and updated annually. **Questions regarding this Agreement may be directed to the Client Manager below.**

Public Safety Medical	**Noblesville Fire Department**
Hannah Checkeye Name Printed	Name Printed
Hannah Checkeye Name Signed	Name Signed
Regional Client Manager Title	Title
March 19, 2018 Date	Date

Your Public Safety Medical Contact

Client Manager: Hannah Checkeye **Mobile:** 765.618.0223

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 2018.

_____
JOHN DITSLEAR, MAYOR

_____
LAWRENCE STORK, MEMBER

_____
JACK MARTIN, MEMBER

ATTEST:

_____
EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA