PHYSICIAN AGREEMENT FOR OCCUPATIONAL HEALTH SERVICES

THIS AGREEMENT made and entered into this _______ day of ______________, 2014, by and between the City of Kirksville and Robert W. Sparks, DO.

WHEREAS, the City of Kirksville desires occupational medical services to provide pre-employment physicals and drug screening, reasonable suspicion screening, DOT collection services, fitness for duty assessment and worker’s compensation treatment managed care services; and,

WHEREAS, Dr. Robert W. Sparks is certified as an Occupational Physician, Independent Medical Examiner, Medical Review Officer, and a National Registry Certified Independent Medical Examiner for FMCSA (DOT) physical and certified in Hearing Conservation and is Board Certified in Family Practice and desires to provide preventive occupational medical care and Worker’s Compensation managed care services for employees of the City of Kirksville; and,

WHEREAS, the City of Kirksville and Dr. Robert W. Sparks, DO wish to amend the current services agreement setting forth the rights and obligations of each to the other.

The City of Kirksville agrees:

1. The City of Kirksville agrees to compensate Dr. Robert W. Sparks, D.O. for all covered medical services (including preventive medical services including pre-employment physicals and drug screening, reasonable suspicion drug screening, DOT collection services, and fitness for duty assessments); on a timely basis for which Dr. Robert W. Sparks, D.O. has submitted a proper claim; and

2. Dr. Robert W. Sparks, D.O. will be reimbursed in accordance with the fee schedule for covered medical services for which proper claims have been submitted.

3. To work with the City’s Worker’s Compensation provider to expedite payment of worker’s compensation managed care services for employees of the City of Kirksville to Dr. Robert W. Sparks, D.O.; and

4. To notify Dr. Robert W. Sparks, D.O. immediately of any dissatisfaction or complaint received from employees, and allow Dr. Robert W. Sparks, D.O. to remedy.

5. To accept and be responsible for its own actions or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement will be interpreted or construed to place any such responsibility for such acts or omissions on to Dr. Robert W. Sparks, D.O.

Dr. Robert W. Sparks, D.O. agrees:

1. To perform pre-employment fitness for duty screening of new hires in accordance with the City of Kirksville policy for full/part-time and seasonal employees; and
2. To provide for the collection and testing of urine samples for the purpose of screening employees for the presence of illegal drugs in their system; and

3. To provide for the collection of urine samples for the purpose of screening CDL employees for the presence of illegal drugs in their system and forwarding specimens to the designated DOT approved lab following DOT protocols; and

4. To provide consultation to the City of Kirksville in the development of pre-employment agility testing and preventive health maintenance.

5. To provide qualified medical back-up coverage when unavailable; and

6. To provide the employee with an appointment for medical services within 24 hours, with most being seen the same day; and

7. To review and provide follow-up treatment when an employee is seen in the emergency room of Northeast Regional Medical Center; and

8. To provide City of Kirksville with professional opinion of an employee’s fitness for duty following an annual physical or fitness for duty evaluation request; and

9. To refer employee for necessary medical services to approved hospitals and providers. If Dr. Robert W. Sparks, D.O. cannot provide the necessary services, Dr. Robert W. Sparks, D.O. will notify the City of Kirksville designated staff and arrangements will be made with the worker’s compensation provider for necessary care with the appropriate provider.

10. To provide the City of Kirksville with proper billing for covered services on a timely basis.

11. To accept and be responsible for his own acts or omissions, in the professional practice of medicine, as well as those acts or omissions of its employees, and nothing in this Agreement will be interpreted or construed to place any such responsibility for professional acts or omissions onto the City of Kirksville.

Dr. Robert Sparks agrees to adhere to the following worker’s compensation guidelines:

1. To file a brief report of findings, proposed treatment, and prognosis, to City of Kirksville as soon as possible following initial examination; and

2. Treat and file medical bills only for injuries suffered on the job and not for any other complaints or problems the employee may have; and
3. Limit the treatment period to as short a time as possible and dismiss the employee when he/she becomes asymptomatic or reaches maximum medical improvement with a stable condition, and has shown not to require supportive management; and

4. Limit the number of days off (if any) to only those required and release the employee to return to full duty work on the day he/she becomes able, and to work with the City of Kirksville to return the employee to transitional duty when possible.

General Provisions:

1. The HIPAA Privacy Rule provides federal protections for individually identifiable health information held by covered entities and their business associates and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so that it permits the disclosure of health information needed for patient care and other important purposes.

   The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities and their business associates to use to assure the confidentiality, integrity, and availability of electronic protected health information. No protected health information will be released beyond those allowed under HIPAA privacy rules.

2. This Agreement will be governed by the laws of the State of Missouri. This Agreement will automatically be amended to include any provision which is inconsistent with any laws or regulations affecting any provision thereof.

3. If any provision of the Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect the other provisions of this Agreement; and this Agreement will be enforced as if such provision had not been included herein; and,

4. The Term of this Agreement will remain in full force for an initial period of one (1) year from the date of its execution and will be considered automatically renewed at the end of each of the following years unless notice is given in writing at least 90 days prior to the termination date by either Party to the other Party of the desire not to renew.

 Exceptions: This Agreement may be terminated if any of the following events occur:

   A. Dr. Robert W. Sparks, D.O.’s license has been suspended or terminated in the State of Missouri; or,

   B. Dr. Robert W. Sparks, D.O. receives a felony conviction.
However, Dr. Robert W. Sparks, D.O. will be given thirty (30) days to respond and resolve any of the events.

By signing this Agreement, Dr. Robert W. Sparks, D.O. agrees to the provisions set out in this document.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, and intending to be legally bound, have caused this Agreement to be executed as of the day and year first above written.

City of Kirksville

By: ___________________________________  __________________________
    City Manager                               Date

Dr. Robert W. Sparks, D.O.

________________________________________  __________________________
    Signature                                 Date

________________________________________  __________________________
    Specialty                                 License No.

________________________________________________________
    Billing Address

________________________________________  __________________________
    Telephone No.                               Fax No.