

2016 MEDICAL EXAMINATION SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered into on _____, 2016, by and between the City of Gahanna, Ohio ("City"), an Ohio Municipal Corporation, with offices at 200 S. Hamilton Road, Gahanna, Ohio 43230 and HealthServe, LLC dba ExpressMed ("ExpressMed"), at 445 Rocky Fork Blvd, Gahanna, OH 43230 for the services as detailed herein. City and ExpressMed are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS: City desires to engage ExpressMed to provide medical examination services to its employees and contractors upon the terms set forth in this Agreement,

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION I – TERM

This Agreement shall be for a period of one year (1) year from the date this Agreement is executed. This Agreement shall be automatically renewed for successive one year terms unless terminated as permitted by Section IV.

SECTION II – SCOPE OF ExpressMed's SERVICES

City engages ExpressMed to provide medical examination services including physician evaluation and management, laboratory analysis services and other diagnostic services as needed. The medical examination services shall be provided as follows:

Facilities: Medical examination services shall be available at an ExpressMed Urgent Care location during the hours of 10a-8p seven days a week.

Personnel: The personnel performing services shall be those ExpressMed clinical support personnel assigned to the location when medical examination services are available.

Basic Medical Examination Services: The basic services shall consist of those identified in **Appendix A**.

Other Diagnostic and/or Medical Services: Other services requested by the City and provided at the ExpressMed facility will be charged standard facility and professional services rates.

SECTION III – SCOPE OF CITY'S OBLIGATIONS

ExpressMed will invoice the City for each medical examination service performed. City agrees to payment of the billed amount within 10 days of the date of the monthly invoice. Any payment which remains unpaid for 30 days after the due date shall be subject to late fees and interest at rates allowed by Ohio Law.

SECTION IV – TERMINATION

Either party may terminate this Agreement for any reason in whole or in part by the giving of thirty (30) days' written notice to the other party.

SECTION V – INDEMNIFICATION

The City of Gahanna assumes no liability, express or implied, for any claim, demand, action, liability, loss or expense, including attorneys' fees that may arise from ExpressMed or a third party as a result of this Agreement.

SECTION VI – CONFIDENTIALITY

By virtue of this Agreement, a Party may have access to information that is confidential to the other Party ("Confidential Information"). A Party's Confidential Information shall not include information that:

- is or becomes a part of the public domain through no act or omission of the other Party;
- was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
- is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
- is independently developed by the other Party.

The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. Neither Party shall be prohibited by this Section from making disclosures to the extent required by law; prior written notice via electronic mail for such disclosure shall be given to the other party prior to such disclosure.

SECTION VII – ASSIGNMENT/TRANSFER

Unless otherwise specified herein, ExpressMed may not assign and/or transfer all or part of this Agreement without obtaining the prior written consent of the City. The third party accepting the assignment of this Agreement agrees to abide by the terms of this Agreement.

SECTION VIII – NOTICE

Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

If to ExpressMed:

ExpressMed
John Bowling
445 Rocky Fork Blvd.
Gahanna, Ohio 43230

If to City of Gahanna:

Human Resources, City of Gahanna
200 S. Hamilton Rd.
Gahanna, Ohio 43230

SECTION IX – FORCE MAJEURE

Notwithstanding any other provisions in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the defaulting Party,

including but not limited to, causes such as riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.

SECTION X – CAPTIONS

The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

SECTION XI – COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

SECTION XII – THIRD PARTY BENEFICIARIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

SECTION XIII – ENTIRE AGREEMENT

This Agreement, together with the Exhibits referenced herein, constitutes the entire Agreement and understanding of the Parties and supersedes all prior discussions and agreements relating to the subject matter hereof. This Agreement may be amended or modified only in writing signed by the Parties.

SECTION XIV – NO WAIVER OF CONTRACTUAL RIGHT

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION XV – GOVERNING LAW

This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by the laws of the State of Ohio. If there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.

SECTION XVI – VENUE

The Parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Agreement.

SECTION XVII – SEVERABILITY

If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such

invalidity, and the remainder of this Agreement shall remain in full force and effect; provided, however, that if such term or provision constitutes the essence of this Agreement then this Agreement shall be deemed terminated without such termination constituting a breach hereof.

SECTION XVIII – BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of each party and their respective successors and assignees.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

APPROVED AS TO FORM:

City of Gahanna

Shane W. Ewald, City Attorney

Thomas Kneeland, Mayor

Date: _____

Date: _____

By: ExpressMed

John Bowling

Title

Date: _____

APPENDIX A

DOT Physical:	\$85.00
Pre-Employment Physical:	\$85.00
DOT Drug Screen:	\$40.00
5 Panel Drug Screen:	\$35.00
9 Panel Drug Screen:	\$40.00
10 Panel Drug Screen:	\$42.00
DOT Breath Alcohol Testing:	\$30.00
Non-DOT Breath Alcohol Testing:	\$30.00
Drug Screen Collection Only (client supplies Chain-of-Custody form)	\$15.00
Pulmonary Function Testing:	\$30.00