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FINANCE • PURCHASING DIVISION

LEONARD VOILES

PURCHASING AGENT

(615) 521-2070



THE CITY OF KNOXVILLE, TENNESSEE

September 15, 1995

MTAS

Attn: Leah Cox

600 Henley Street, Suite 120

Knoxville, TN 37996-4105

Dear Ms. Cox:

Per your request, enclosed is the City of Knoxville's contract for a physician.

If there are any questions, please feel free to contact me.

Respectfully,

J. F. Workman, CPPO

Assistant Purchasing Agent

JFW:cfm

Enclosure

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Document No. C-94-0005

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 1993, by and between the CITY OF KNOXVILLE, hereinafter referred to as "City," a municipal corporation organized under the laws of the State of Tennessee, and JOSEPH W. HARB, M. D., 1916 Scalybark Lane, Knoxville, Tennessee, 37920, hereinafter referred to as "Physician."

In consideration of the mutual promises contained herein, the parties have agreed and do hereby enter into this Agreement.

I. DUTIES OF PHYSICIAN

Physician shall:

- (1) administer the Municipal Medical Program;
- (2) provide medical services to City employees;
- (3) examine, diagnose, and prescribe medication to City employees with job-related injuries;
- (4) conduct preemployment physicals;
- (5) provide his own transportation relative to work-related travel;
- (6) provide services pursuant to this contract for a minimum of twenty (20) hours per week; and
- (7) perform other work related to the requirements of the position as necessary.

II. TERM

This Agreement shall commence on July 1, 1993 and end on June 30, 1995.

III. TERMINATION

Either City or Physician may for any reason, at its or his option, terminate this Agreement at any time, by giving four weeks notice in writing. Such notice shall be given to City at the Office of the Department of Law of the City of Knoxville, Knoxville, Tennessee, and to Physician at the Medical Clinic of the City of Knoxville. In the event of the termination of this Agreement by the giving of notice in writing by either party, City shall be obligated to pay Physician's salary only through the last day of Physician's services.

IV. COMPENSATION

For services to be rendered by Physician and for duties to be performed, City shall pay Physician a salary of \$2,346.15 per each two-week period for the first year of this Agreement, and \$2,442.31 per each two-week period for the second year of this Agreement. City shall pay Physician no more than a maximum salary of \$61,000.00 for the first year of this Agreement and no more than a maximum salary of \$63,500.00 for the second year of this Agreement. The costs of Blue Cross coverage and malpractice insurance are the responsibility of Physician, who is responsible for all of his Blue Cross coverage and for the difference in the cost of his malpractice coverage over and above what his premium was while in private practice.

V. USE OF FACILITIES

Physician shall provide the services required under this contract at City-leased space in the City/County Building at 400 Main Avenue, Knoxville, Tennessee. Said space and the equipment provided therein shall be used exclusively for the provision of medical services under the terms of this contract. No other uses of said space or equipment shall be allowed without the prior written consent of the City.

VI. RELATIONSHIP OF PARTIES

Physician shall render all services required by this Agreement as an independent contractor. Physician is not an employee of the City and is not entitled to the benefits provided by City to its employees, including but not limited to, group insurance and pension plan. Physician may practice his profession for others during those periods when he is not performing work under this contract for the City.

VII. EFFECT OF PHYSICIAN'S DEATH

This Agreement shall terminate immediately upon the death of Physician, and upon the happening of that event, City shall not be liable for any payments under this Agreement occurring thereafter.

VIII. HOLD HARMLESS CLAUSE

Physician expressly acknowledges and affirms that he does herein agree to hold City harmless for any and all property and personal injury damages which may result from any act of commission

or omission on the part of the Physician while rendering services and performing duties under this contract.

IX. LEAVE TIME

It is hereby understood and agreed by the parties that during the term of this Agreement, Physician shall be entitled to a total of three weeks (15 days) for vacation and/or attendance at scientific meetings. It is further understood and agreed that any portion of the aforementioned three weeks not used during the term of this contract will be forfeited by Physician at the end of said term or upon any earlier termination of this contract.

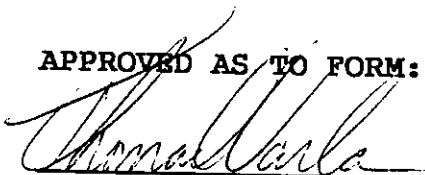
X. COMPLETE AGREEMENT IN WRITTEN CONTRACT

This written Agreement embodies the whole agreement between the parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either City or Physician other than contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF KNOXVILLE:

APPROVED AS TO FORM:

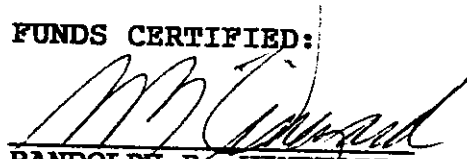

THOMAS A. VARLAN
Law Director

BY:



VICTOR ASHE
Mayor

CITY PHYSICIAN:

FUNDS CERTIFIED:


RANDOLPH B. VINEYARD
Finance Director

BY:


JOSEPH W. HARB, M. D.