

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 11th day of March , 2013, by and between the **CITY OF READING**, a municipal corporation duly organized and existing under the laws of the State of Pennsylvania with its principal office located at 815 Washington Street, Reading, Berks County, (hereinafter referred to as the "City"),

And

Thomas Kohl, MD of Reading Hospital Medical Group, 2561 Bernville Road, Reading Pennsylvania, (hereinafter referred to as Dr. Kohl),

And

Reading Hospital Medical Group, 2561 Bernville Road, Reading Pennsylvania, (hereinafter referred to as the "Reading Hospital").

WITNESSETH:

WHEREAS, the City is desirous of securing the services of a City Health Officer to provide consultation as directed by the Managing Director; and

WHEREAS, Dr. Kohl is a physician and is employed by the Reading Hospital Medical Group and is ready, willing and able to undertake such service and provide the City with medical expert advice; and

WHEREAS, Reading Hospital has agreed to allow Dr. Kohl to perform such services while under its employ in exchange for reimbursement of medical practice insurance; and

WHEREAS, Reading Hospital has agreed to allow Dr. Kohl to receive payment via this contract, through Reading Hospital, after reimbursement of medical practice insurance costs associated with the performance of this contract have been sufficed; and

WHEREAS, the City believes that Dr. Kohl is able to undertake and perform such services for the City and desires to contract with him and Reading Hospital for the performance and billing of such services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED IN THIS AGREEMENT, AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER STATED, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. TERMS.

This Agreement shall commence on March 11, 2013 and may be terminated by either party giving ten (10) days prior written notice to the other party at the address stated above or at an address chosen subsequent to execution of this Agreement and duly communicated in writing to the party giving notice.

2. SERVICES.

The Consultant shall perform consulting support as directed by the Managing Director and the duties of City Health Officer as follows:

- 1) Perform the obligations and functions of the City Health Administrator;
- 2) Review restaurant inspection reports and order the closure of restaurants if necessary;

- 3) Evaluate and issue handicap parking privileges;
- 4) Provide inoculations as required;
- 5) Collaborate with Director of Human Resources in worker's compensation, sick leave, family leave and/or any other health related issues;
- 6) Provide professional expertise to the lead abatement program;
- 7) Provide required reports to the State/Federal governments.

3. FACILITIES, SUPPLIES AND EQUIPMENT.

The City of Reading shall provide Dr. Kohl with access to its facilities in order for him to perform the duties set forth in Paragraph 2. The City of Reading shall furnish Dr. Kohl with supplies and equipment to perform the services under the Agreement, as approved by the Managing Director.

4. FEE.

The City shall pay Reading Hospital directly for Dr. Kohl's services. Reading Hospital and Dr. Kohl agree to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the total or aggregate sum of Twenty-four Thousand Nine Hundred Ninety-nine and 99/100 dollars (\$24,999.99) per annum; that sum shall be paid monthly on the basis of statements rendered by Reading Hospital to the City at the rate of \$165.00 per hour for work actually performed for the City. In addition, Dr. Kohl shall be entitled to reimbursement for expenses incurred pursuant to Paragraph 3 of this Agreement, payable on presentation of a statement of the amount of expenses to the City and approval by the Managing Director.

5. DEVOTION OF TIME.

Dr. Kohl shall devote enough time to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance or an average of two (2) hours per week.

6. LIABILITY.

Reading Hospital and Dr. Kohl shall be independent contractors and not employees of the City of Reading under this Agreement. However, the City of Reading shall indemnify and hold harmless Reading Hospital and Dr. Kohl for any claim arising out of the performance of the services under this Agreement.

7. ENTIRE AGREEMENT.

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties to this Agreement with respect to its subject matter and no other agreement, statement, or promise relating to the subject matters of this Agreement that is not contained in it shall be valid or binding. The recital stated at the beginning of this Agreement is an integral part of this Agreement.

8. ASSIGNMENT.

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by Reading Hospital or Dr. Kohl without prior written consent of the City of

Reading. In the event of an assignment by Reading Hospital or Dr. Kohl to which the City of Reading has consented, the Assignee or the Assignee's legal representative shall agree in writing with the client to personally assume, perform, and be bound by the covenant, obligations, and agreements contained in this Agreement.

9. SUCCESSORS AND ASSIGNS.

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

10. ATTORNEY'S FEES.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

11. GOVERNING LAW.

The validity of this Agreement in any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the Commonwealth of Pennsylvania.

12. AMENDMENT.

This Agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

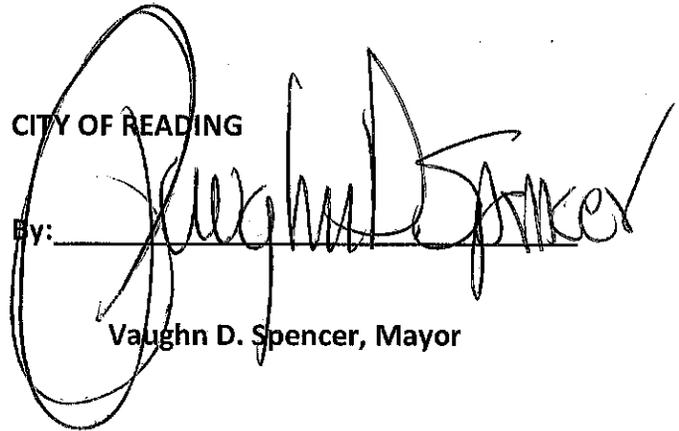
13. LEGAL CONSTRUCTION.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable at any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained.

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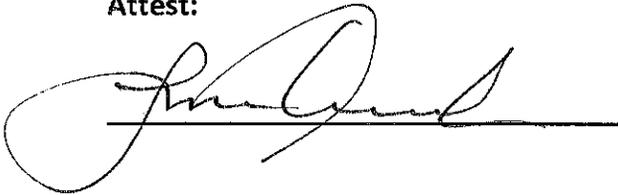
Executed at the City of Reading, the State of Pennsylvania, on the day and year first written above, with the intent to be legally bound.

CITY OF READING

By: 

Vaughn D. Spencer, Mayor

Attest:



Linda A. Kelleher, City Clerk

By:  4-5-13

Thomas Kohl, MD

By:  4/3/2013

Greg Lutz, Executive Director

Attest:

By: 