



# POLICE AND FIRE PENSION FUND

ONE WEST ADAMS STREET, SUITE 100

JACKSONVILLE, FLORIDA 32202-3616

*"We Serve...and We Protect"*

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE JACKSONVILLE  
POLICE AND FIRE PENSION FUND  
BOARD OF TRUSTEES AND  
TREVOR O. GREENE, M.D., F.A.C.C., F.C.C.P., F.A.C.P.**

**THIS AGREEMENT**, made and entered into in duplicate the 1<sup>st</sup> day of July, 2016 by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** and/or the **"FUND"** and, **TREVOR O. GREENE, M.D., F.A.C.C., F.C.C.P., F.A.C.P.**, a licensed physician, with offices located at 3550 University Boulevard S., Suite 302, Jacksonville, Florida 32216, hereinafter referred to as **"TREVOR GREENE"**.

**WITNESSETH:**

**WHEREAS**, Chapters 112, 175 and 185 of the Florida Statutes and Article 22 of the City Charter vest the **BOARD** with full authority, power and responsibility to manage and administer the Police Officers and Firefighters Pension Fund, hereinafter referred to as the **FUND**; and

**WHEREAS**, the **JACKSONVILLE POLICE AND FIRE PENSION FUND** is in need of a Medical Services Consultant; and

**WHEREAS**, **TREVOR GREENE**, is desirous of providing these services to the **FUND**.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**Section 1.** The **FUND** hereby appoints **TREVOR GREENE** to provide services as Chairman of the Medical Services Committee. Those duties shall include, but shall not be limited to:

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- (a) Coordinate, review, and recommend approval or denial of all candidates for entrance as members of the **FUND** in writing;
- (b) Review all applications for disability retirement and provide the **BOARD** with written opinions concerning the medical condition of any such applicant;
- (c) Attend meetings of the **BOARD** as may be required by the **FUND**;
- (d) Coordinate and direct the services of any other Medical Consultants whose opinions may be necessary concerning admission to the **FUND** or in the consideration of applications for disability retirement;
- (e) Make recommendations to the **FUND** concerning improved methods of gathering and maintaining medical information necessary to conduct the business of the **FUND**.
- (f) Such other duties as the **FUND**, through the **BOARD**, may assign.

**Section 2.** **TREVOR GREENE** represents and covenants that he is a duly licensed physician under the laws of the State of Florida and that he is now, and shall remain throughout the term of this Agreement, so licensed and in good standing with the Florida Medical Association.

**TREVOR GREENE** further represents that he has the necessary training and experience to perform the services required of him under this Agreement.

**Section 3.** The **FUND** shall provide **TREVOR GREENE** with all medical releases necessary for the performance of his duties and **TREVOR GREENE** shall be considered an Agent of the **FUND** for purposes of the Sovereign Immunity Law, Section 768.28, Florida Statutes.

**Section 4.** **NOTWITHSTANDING**, the provisions of Section 3, **TREVOR GREENE** shall, for the term of this Agreement, maintain in full force and effect a Medical Malpractice Insurance Policy.

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**Section 5.** In consideration of the performance of these duties **TREVOR GREENE** shall be paid as follows:

- (a) For each review of an application for disability retirement, including any written opinion and appearance at a meeting of the **BOARD** as may be required by the **FUND**, a flat rate of \$200.00.
- (b) For each review of an employment entry medical file and written opinion, a flat rate of \$100.00.
- (c) All bills for second review of an employment entry medical file submitted by other Medical Consultants shall be approved as to reasonableness by **TREVOR GREENE** and a written opinion provided to the **FUND**, for payment of \$50.00 per chart.

**Section 6.** **TREVOR GREENE** acknowledges that for the purposes of all services performed under this Agreement that he occupies the status of Independent Contractor and accordingly is not an employee of the **FUND**.

**Section 7.** This Agreement shall be governed by the laws of the State of Florida.

**Section 8.** This Agreement shall commence on the 1st day of July, 2016 and shall remain in full force and effect through the 30<sup>th</sup> day of September, 2017; provided, however, that either party may terminate this Agreement with or without cause upon giving thirty (30) days prior written notice to the other party. The **BOARD** shall have the option of renewing this Agreement for additional periods based upon terms to be negotiated by the parties.

**Section 9.** This Agreement constitutes the entire understanding between **TREVOR GREENE** and the **FUND** with respect to all matters contained herein and may be amended only by written instrument executed by the parties.

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**Section 10.** If any part of this Agreement shall be held void, voidable, or otherwise unenforceable by any court of law or equity, nothing contained in this Agreement shall limit the enforceability of any other part.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement on the day and year above first written.

## JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES

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Chief Larry Schmitt, Chairman

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Richard Tuten III, Board Secretary

**TREVOR O. GREENE, M.D., F.A.C.C.,  
F.C.C.P., F.A.C.P.**

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Trevor O. Greene, M.D.

**ATTEST:**

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Devin Carter, Chief Financial Officer