

PROFESSIONAL SERVICES AGREEMENT

Physical Health and Wellness

This Professional Services Agreement for the Administration of a Physical Health and Wellness Program effective July 1, 2025, by and between Brian Fischer, DBA Fischer Health and Wellness ("Consultant"), and the Truckee Meadows Fire Protection District, a fire district organized pursuant to 474.460 and political subdivision of the State of Nevada. ("District").

WITNESSETH:

WHEREAS, the District desires to engage the Consultant to provide, and the Consultant desires to provide, services necessary to provide a physical health and Wellness Program and to provide these services to the employees of the Truckee Meadows Fire Protection District, as needed through June 30, 2026.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Engagement of Consultant.** The District agrees to engage the Consultant, and the Consultant agrees to perform strictly confidential treatment services for current employees of the Truckee Meadows Fire Protection District. Provide regular guidance in the physical Health and Wellness of department members through face-to-face interactions on District properties as outlined in Exhibit B, Scope of Work.
2. **Time of Performance.** The services to be performed by the Consultant shall be deemed completed upon the terms described in Exhibit B, Scope of Work.
3. **Compensation.** The District agrees to pay the Consultant pursuant to the Consultant's proposal in an amount not to exceed \$30,000.
4. **Method of Payment.** The Consultant shall bill monthly for hours worked as outlined in Exhibit B, Scope of Work. Total payments shall not exceed the amount shown in (3) above. District shall promptly review and pay invoices within thirty (30) days of approval and acceptance by District.
5. **Changes.** The District may, from time to time, require changes in the scope of services of the Consultant to be performed. Any changes to the scope of services provided shall be mutually agreed upon and made in writing by the parties. Any resulting change in compensation must be stated in writing.
6. **Services and Materials to be Furnished by District.** The District shall cooperate with the Consultant in carrying out the work required by this Agreement. The District shall provide adequate staff for liaison with the Consultant but all services as required by this Agreement shall be provided by the Consultant.

7. **Termination of Agreement.** Either party may terminate this Agreement without cause or penalty by written notice. A Notice of Termination will be deemed effective 5 days after personal delivery or 7 days after mailing by U.S. Mail, postage prepaid. In the event of termination, the Consultant shall submit to the District all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement within 15 days after the effective day of any written Notice of Termination. In the event of any termination, the Consultant will be paid for all services satisfactorily rendered to the date of such termination, but such sums paid hereunder will not be greater than the sum listed in paragraph 3 above.

8. **Information and Reports.** The Consultant shall, at such time and in form as the District may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information related to the project as may be requested by the District. The Consultant shall furnish the District, upon request, with copies of all documents and other material prepared or developed in relation to or as part of the project.

9. **Completeness of Contract.** Except as otherwise provided, this Agreement and any additional or supplementary document(s) that are incorporated by specific reference contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, predating the subject matter of this contract or any part of it shall have any validity or bind any of the parties. Only properly executed amendments shall alter the content of the Agreement.

10. **District Not Obligated to Third Parties.** The District shall not be obligated or liable to any party other than the Consultant.

11. **When Rights and Remedies Not Waived.** In no event shall the making by the District of any payment to the Consultant constitute or be construed as a waiver by the District of any breach of covenant, or any default which may exist on the part of the Consultant, and the making of any such payment by the District while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to District in respect to such breach or default.

12. **Indemnification and Insurance.** The District has established specific indemnification and insurance requirements for contracts with Consultants, to help assure that reasonable insurance coverage is maintained. Indemnification and hold-harmless clauses are intended to assure that Consultants are aware of and accept responsibility for losses or liabilities related to their activities. All conditions and requirements for insurance and indemnification are set forth in Exhibit A, which is attached and incorporated into this Agreement by this reference and said conditions and requirements shall be completed prior to the commencement of any work pursuant to this Agreement. The indemnity provisions of Exhibit A shall survive the termination or expiration of this Agreement.

13. **Personnel**. The Consultant has all personnel required in performing the services under this Agreement. All of the services required will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant represents that it has no interest and agrees that it will acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services under this Agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest will be employed. Consultant also agrees by signing this Agreement to the following: Consultant, its principals and agents, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

14. **Assignability**. The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of District.

To District:

Richard J. Edwards, Fire Chief
Truckee Meadows Fire Protection District
3663 Barron Way
Reno NV 89511

To Consultant:

Brian Fischer
850 Arrowcreek Parkway
Unit 20714
Reno, NV 89511

16. **Limited Liability.** The District will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. The contract liability of both parties shall not be subject to punitive damages. Actual damages for the District's breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement but not yet paid for the fiscal year budget in existence at the time of the breach.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

18. **Governing Law and Venue.** The laws of the State of Nevada shall govern this Agreement without resort to conflict of laws principles. All parties consent to the personal jurisdiction of the state court in Washoe County, Nevada, and to the service of process by any means authorized by such court or under the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Washoe County, Nevada.

19. **Non-Appropriation Clause.** The District reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the District does not allocate funds to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated when appropriated funds expire without penalty, charge, or sanction to the District.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date written below.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Richard J. Edwards, Fire Chief

Dated: _____

FISCHER HEALTH AND WELLNESS, LLC



Brian Fischer, DPT, SCS, LMT, CSCS

Dated: 08/18/25

EXHIBIT A

INSURANCE REQUIREMENTS FOR MEDICAL SERVICE PROVIDERS

INDEMNIFICATION

As respects acts, errors or omissions in the performance of professional services, Brian Fischer (hereinafter "PHYSICAL THERAPIST") agrees that he/she is an independent contractor and is responsible for any claims, demands, defense costs, or liability arising out of the negligence, breach of duty, or wrongful misconduct of the PHYSICAL THERAPIST in the performance of professional services provided under the term of this Contract.

PHYSICAL THERAPIST further understands and agrees that there will be no indemnification or defense on his/her behalf provided by the TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (hereinafter "DISTRICT") with respect to the services provided by PHYSICAL THERAPIST pursuant to this Contract.

GENERAL REQUIREMENTS

The DISTRICT requires that PHYSICAL THERAPIST purchase Industrial Insurance, General Liability, and Professional Errors and Omissions Liability (malpractice) Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the PHYSICAL THERAPIST, his/her agents, representatives, subcontractors, or employees. The cost of all such insurance shall be borne by the PHYSICAL THERAPIST.

Coverages may be excluded or modified as appropriate by the DISTRICT Fire Chief or designee based upon the services performed and the risks involved.

INDUSTRIAL INSURANCE (Workers' Compensation)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PHYSICAL THERAPIST or any Sub-consultant by the DISTRICT. PHYSICAL THERAPIST agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the DISTRICT to make any payment under this Contract to provide the DISTRICT with a certificate issued by an insurer in accordance with NRS 6168.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

Should PHYSICAL THERAPIST be self-funded for Industrial Insurance, PHYSICAL THERAPIST shall so notify the DISTRICT in writing prior to the signing of any contract. The DISTRICT reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of any contract.

MINIMUM LIMITS OF INSURANCE

PHYSICAL THERAPIST shall maintain limits no less than:

1. General Liability/Professional Office Premises: \$1,000,000 combined single limit per claim for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Professional Errors and Omissions Liability: \$1,000,000 per claim and \$2,000,000 as an annual aggregate. PHYSICAL THERAPIST will maintain professional liability insurance during the length of this Contract and any subsequent contracts, and for a period of five (5) years from the termination date of this Contract. PHYSICAL THERAPIST shall maintain the existing retroactive date on all future policies with the same insurance company and shall attempt to do so if PHYSICAL THERAPIST changes insurance companies. In the event that PHYSICAL THERAPIST goes out of business during the term of this Contract or the subsequent five-year period, PHYSICAL THERAPIST shall purchase coverage for claims which occurred during the period that coverage was in effect but may be reported after the expiration of the normal term, of the insurance policy. Proof of payment shall be required of the PHYSICAL THERAPIST.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT Fire Chief or designee. The DISTRICT reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying contract.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

PHYSICAL THERAPIST'S insurance coverage shall be primary insurance as respects services provided by the PHYSICAL THERAPIST to the DISTRICT pursuant to the provisions of this Contract.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. The DISTRICT may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PHYSICAL THERAPIST and insurance carrier. The DISTRICT reserves the right to require that PHYSICAL THERAPIST'S insurer be a licensed

and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PHYSICAL THERAPIST shall furnish the DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be addressed to the specific DISTRICT contracting department and be received and approved by the DISTRICT before work commences.

SUB-CONSULTANTS/SUBCONTRACTORS

PHYSICAL THERAPIST shall include all consultants or independent contractors as insureds under its policies or shall furnish separate certificates and endorsements for each consultant or independent contractor. All coverages for consultants or independent contractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PHYSICAL THERAPIST shall be responsible for and remedy all damage or loss to any property, including property of the DISTRICT, caused in whole or in part by PHYSICAL THERAPIST, any consultant or independent contractor, or anyone employed, directed, or supervised by PHYSICAL THERAPIST.
2. Nothing herein containing shall be construed as limiting in any way the extent to which PHYSICAL THERAPIST may be held responsible for payment of damages to persons or property resulting from his/her operations or the operations of any consultant under him/her.
3. In addition to any other remedies the DISTRICT may have, if PHYSICAL THERAPIST fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the DISTRICT may, at its sole option, order PHYSICAL THERAPIST to stop work under this Contract and/or withhold any payments which become due PHYSICAL THERAPIST hereunder until PHYSICAL THERAPIST demonstrates compliance with the requirements hereof.
4. PHYSICAL THERAPIST agrees to maintain, and shall not cancel, any of the coverages required under this Contract.
5. Should coverage be canceled by any of the insurance carriers used by PHYSICAL THERAPIST, PHYSICAL THERAPIST shall immediately cease work pursuant to this Contract and notify the DISTRICT.

EXHIBIT B

2025-2026 SCOPE OF WORK

1. Perform strictly confidential Physical health evaluation and treatment services for current Truckee Meadows Fire Protection District Employees.
2. Provide regular guidance in physical health, Nutrition and resilience of Truckee Meadows Fire Protection District employees face-to-face interactions on district properties, at least twice a week.
3. Performing and interpreting of tests and measurements as an aid to evaluation or treatment.
4. The planning of initial and subsequent programs of treatment on the basis of the results of tests.
5. The administering of treatment through the use of therapeutic exercise and massage, the mobilization of joints by the use of therapeutic exercise.

BILLING AND REPORTING

1. Consultant Agrees to bill monthly for hours worked at an hourly rate of \$125.00.
2. Consultant agrees to provide monthly breakdowns to include time spent on health evaluations, group and individual training or Testing, Nutrition, and general treatment plans in regard to specific areas.



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1100 Virginia Drive, Suite 250, Fort Washington, PA 19034
customer.service@hpsocover.com
(215) 660-0241

Professional Liability for Fischer Health and Wellness, LLC

Hello Brian Fischer

I'm happy to present to you your insurance policy. The terms and coverage details are specified in the following pages, so please review them and maintain a copy for your records. If you have any questions about the language, your coverage or anything else, please let me know.

Type of policy	Start Date	Expiry Date	Type of Payment	Invoiced Amount
Professional Liability	2025-09-20	2026-09-20	Down Payment	
			Premium	\$234.80
			Taxes	\$0.00
			Purchasing Group Fee	\$20.00
			Initial Payment Processing fees	\$0.00
			Total Amount	\$234.80



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance



Print Date : 8/12/2025

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0764799678	POLICY PERIOD From: 09/20/25 to 09/20/26 at 12:01 AM Standard Time
Named Insured and Address: Fischer Health and Wellness, LLC 7505 Desert Plains Drive Sparks, NV 89436				Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-888-288-3534 www.hpsso.com
				Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Medical Specialty: Physical Therapist Firm				Code: 80995

Excludes Cosmetic Procedures

Professional Liability ("PL"): ☒ **Occurrence** ☐ **Claims Made and Reported**

Limits of Liability

\$1,000,000 each claim / \$3,000,000 aggregate

PL Limits of Liability above include the following:

*Healthcare Providers Services Liability *Placement Services Liability *Formal Review Board Activities Liability *Good Samaritan Services Liability

Abuse and Molestation Sublimits of Liability:

Damages (included within PL Limits of Liability shown above)

\$25,000 aggregate

Defense Costs (included within PL Limits of Liability shown above)

\$100,000 aggregate

PL Supplementary Benefits

Licensure Defense Expenses

Up to \$200 per hour / \$25,000 aggregate

Licensure Proceeding Supplemental Costs

\$500 each insured / \$500 aggregate

Subpoena Assistance Costs

\$10,000 each subpoena / \$10,000 aggregate

Assault (includes workplace violence counseling)

\$25,000 each assault incident / \$25,000 aggregate

Patient First Aid Medical Expenses

\$10,000 aggregate

Services to Animals Property Damage

\$10,000 aggregate

Media Expense

\$25,000 aggregate

Cyber Liability and First Party Loss (Including Privacy) – Claims Made and Reported

\$25,000 aggregate

Defense Costs within limits

Retroactive Date: 09/21/2023

Workplace Liability: Occurrence

Workplace Liability Aggregate Limit of Liability

\$1,000,000 aggregate

(included within PL Aggregate Limit of Liability, above)

Bodily Injury and Property Damage

\$1,000,000 each occurrence

(included within Workplace Aggregate, above)

Personal and Advertising Injury

\$1,000,000 any one person or entity

(included within Workplace Aggregate, above)

Fire and Water Sublimit of Liability

\$150,000 aggregate

(included within Bodily Injury and Property Damage each occurrence Limit, above)

Workplace Liability Supplementary Benefit

Non-Patient Medical Expenses

\$25,000 each person

PL and GLWPL (as applicable) Supplementary Benefit:

Proceeding Expense Reimbursement

\$1,000 each insured per day / \$25,000 each insured per proceeding

Total \$1,074.00

Base Premium \$1,074.00

Policy Forms and Endorsements (Please see attached list)

Doug Worman, Chief Executive Officer

Stathy Darcy, Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA101440 (07-23)

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HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance



Your professional liability insurance contains insuring agreements that may be written on an occurrence or a claims made and reported basis. With respect to any claims made and reported coverage such coverage applies only to claims first made against the insureds and reported to the Insurer during the policy period or any applicable extended reporting period in accordance with the provisions of this policy. Please discuss with your Program Administrator.

DEFENSE WITHIN LIMITS: WHERE DEFENSE WITHIN LIMITS IS INDICATED BELOW OR BY ENDORSEMENT, THE AMOUNT OF MONEY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS AGAINST YOU UNDER SUCH SPECIFIED COVERAGE PART WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE EXPENSES, INCLUDING BUT NOT LIMITED TO FEES PAID TO ATTORNEYS TO DEFEND YOU.

The **application** for the policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the policy as if physically attached.

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

FORM #	FORM DESCRIPTION
CNA101429 (07-23)	General Terms and Conditions
CNA101432 (07-23)	Healthcare Providers Professional Liability Coverage Part (Occurrence)
CNA101436 (07-23)	Workplace Liability Coverage Part
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA101455 (07-23)	Business Owner Coverage Extension Endorsement
CNA101519 (07-23)	Entity Endorsement (Including Specified Procedures and Services and Office Sharing Exclusions)
CNA101577 (07-23)	Biometric Privacy Exclusion Endorsement
CNA101512NV (06-24)	Cancellation & Nonrenewal Amendatory Endorsement
CNA101521NV (08-24)	Amendatory Endorsement (General Terms & Conditions) - NV
CNA101522NV (11-23)	Amendatory Endt - PL - Abuse and Molestation - NV
CNA101441 (07-23)	Cosmetic Procedures Exclusion Endorsement
CNA101443 (07-23)	Media Event Expenses Supplementary Benefits Endorsement
CNA101479NV (09-24)	Cyber Liability and First Party Loss Endorsement - NV

Form #CNA101440 (07-23)
Master Policy #: 188711433

Named Insured:Fischer Health and Wellness, LLC
Policy #: 0764799678

**AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 and NRS 617.210**

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

I, Brian Fischer, being first duly sworn, deposes and states:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the Truckee Meadows Fire Protection District.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions, and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions, and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions, and provisions of chapter 617 of NRS.
7. Further affiant sayeth not.

I, Brian Fischer, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

NAME


Brian Fischer

SIGNED and SWORN to before me this 18 day of August, 2025

By: Brian Fischer


NOTARY PUBLIC





STATE OF NEVADA PHYSICAL THERAPY BOARD

This certifies that:

Brian Fischer

has met the requirements of the Board as provided by law and is hereby
authorized to practice as

Physical Therapist

License Number: 6236

in the state of Nevada, and is entitled to all rights and privileges conferred by the Physical Therapy Act.

In witness of whereof, I have affixed my name and the seal of this Board on the day of 08/01/2025

Note: License expires 1 year after issued date

Michael Laymon

Michael Laymon, PT, DCS, OCS
Board Chair

Charles D. Harvey

Charles D. Harvey, MPA
Executive Director