

## OCCUPATIONAL HEALTH SERVICES AGREEMENT

This agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Moses H. Cone Memorial Hospital Operating Corporation, Employer Health Services, 200 East Northwood Street, Greensboro, North Carolina 27401, hereafter referred to as MCOH Contractor and the City of Greensboro, 1514 North Church Street, Greensboro, North Carolina 27405, hereafter referred to as City.

### WITNESSETH

WHEREAS, the City wishes to engage MCOH to provide certain services under the direct supervision of a Physician Medical Director for purpose of rendering services for the Greensboro Fire Department, more particularly referred to in Attachment A to this Agreement attached hereto and made a part by reference; and

WHEREAS, the MCOH Contractor agrees to provide onsite health and fitness screenings for certain employees of the City's Fire Department;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is understood and agreed as follows:

#### I. Responsibilities of MCOH.

MCOH will:

1. Provide onsite health and fitness screenings as outlined in Attachment A under the supervision of the Medical Director.
2.
  - a. The dates of service are negotiable between both parties and will be agreed upon by both.
  - b. All MCOH staff shall be employees of Moses Cone Health System and included under its malpractice liability coverage or be credentialed by the Moses Cone Health System medical staff.
3. MCOH will have trained and certified staff to draw all labs. The staff will adhere to an agreed upon schedule whereby MCOH staff will visit each fire station as indicated on said schedule.

#### II. Responsibilities of CITY.

City will:

1. Provide a safe clean environment, adequate space and mutually agreed upon equipment for the provision of services under this Agreement.

2. Pay MCOH invoice for services within thirty (30) days of receipt of said invoice. Any outstanding account balances shall be subject to a one-half (0.5%) interest charge per month until paid.
3. Designate an employee of the City to represent the City to MCOH in the contract regarding services provided by MCOH as described in this Agreement.
4. City acknowledges that MCOH shall comply with all laws concerning confidentiality between nurse, physician and patient. Such compliance will require an authorization signed by the patient prior to the release of medical information to any party, including City designee, except in worker's compensation cases.
5. City acknowledges and agrees that MCOH may have an obligation to report certain test results or medical conditions of employees to public health authorities.

### III. Miscellaneous

1. All personnel associated with MCOH in connection with this Agreement shall be deemed employees, agents or independent contractors of MCOH, not the City.
2. The City agrees that the MCOH will be the exclusive provider of services covered in this Agreement for the term of this Agreement and that City will not solicit competing offers for the provision of such services for the term of this Agreement.
3. Physicians and or health professionals, personnel or agencies to whom the employees of City may be referred for independent consultation or treatment as a result of this Agreement shall not be considered as employees, agents or independent contractors of MCOH.
4. **E-Verify Compliance:** Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.
5. **Iran Divestment Act Certification:** As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to North Carolina General Statutes Chapter 147 Article 6E and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

#### IV. Terms and Termination:

The term of this Agreement shall be for a period of one year, from the date this contract is signed and sealed. This contract may be terminated, by either party with thirty (30) days of written notice.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under appropriate authority in triplicate originals, the day and year above written.

WITNESS:

MOSES H. CONE MEMORIAL HOSPITAL  
OPERATING CORPORATION

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
President/Vice-President

Recommended by: \_\_\_\_\_  
Fire Chief

ATTEST:

CITY OF GREENSBORO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

This instrument has been pre-audited in the manner required  
by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Deputy City Attorney

## ATTACHMENT A

June 25, 2016

City of Greensboro Fire Department

Pricing For Annual Physicals

All services will be under the direction of MCOH'S Manager and the Medical Director. Duties and functions of MCOH include the following activities:

<b>Health Survey Panel</b>	
Blood work to include Complete Blood Count, Complete Metabolic Panel and Lipid Profile	\$38.00
Number of Individuals (Approximate)	580
<b>Sub Total</b>	<b>\$22,040.00</b>
Heavy Metal Blood Work for Hazardous Material Team Members	\$59.82
Number of Individuals (Approximate)	64
<b>Sub Total</b>	<b>\$3,828.48</b>
Prostate-Specific Antigen Test (PSA) ( City to pay if over 50 years of age)	\$15.00
Number of Individuals (Approximate)	100
<b>Sub Total</b>	<b>\$1,500.00</b>
<b>Physical Screening</b>	
Fitness Evaluation, Health Risk Assessment, Body Fat, Aerobic Fitness Treadmill Testing using Gerkin protocol	\$45.00
Audiometry (Hearing Test)	\$30.00
Pulmonary Function Test to include respirator clearance (rotate <b>Electrocardiogram</b> EKG every 3 years)	\$30.00
Medical History, Fitness for Duty Status	\$44.00
<b>Cost per Individual</b>	<b>\$149.00</b>
Number of Individuals (Approximate)	580
<b>Sub Total</b>	<b>\$86,420.00</b>
<b>Grand Total</b>	<b>\$113,788.48</b>

Average Cost Per Individual	\$196.19
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MCOH understands that the services listed above are required for approximately 580 individuals. The exact number of individuals and cost will be determined when the screening is completed, based on the number of individuals screened times the total price.

- NOTE: Health Fitness Screenings are not a diagnostic test for cardiovascular disease.
- NOTE: Resting EKG's in the absence of symptoms are not predictive for future cardiovascular events

### **OPTIONAL SERVICES**

TB Test	\$8.00
PSA ( Contractor to pay if over 50 years of age)	\$15.00
CA-125 (Ovarian Cancer)	\$12.95
Hepatitis B Titer	\$25.00
Hepatitis C Screen	\$30.00
Cholinesterase	\$12.95
Blood Typing	\$15.00
HIV Screen	\$55.00
Flu Shots	\$22.00
Chest X-ray [Single View]	\$49.00
Chest X-ray [Double View]	\$78.00
Hemoccult	\$10.00
Audiogram	\$30.00
Hemoglobin A1C	\$8.00
Physician's Complex Physical	\$45.00