OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (the "Agreement") is made and entered into the 29th day of April, 2019 (the "Effective Date"), by and between The Moses H. Cone Memorial Hospital Operating Corporation ("Cone Health") and the City of Greensboro (the "City").

WITNESSETH

WHEREAS, the City wishes to engage Cone Health to provide certain services under the direct supervision of a physician medical director employed by the City for purposes of rendering services for the City's Fire Department, as such services are described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Cone Health 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:

1. RESPONSIBILITIES OF CONE HEALTH. Cone Health will:
    a. Provide the services to the City as described on Exhibit A attached hereto and incorporated herein by reference. Such services will be provided on dates mutually agreed upon by the parties hereto.
    b. All staff providing such services shall be employees of Cone Health and shall be covered under Cone Health's malpractice liability policy.
    c. Cone Health will have trained and certified staff to draw all labs. The staff will adhere to an agreed upon by schedule whereby Cone Health staff will visit the City's Fire Department Training Facility during regional EMS training.
    d. Report certain test results or medical conditions of City employees to public health authorities, as required by applicable law.

2. RESPONSIBILITIES OF THE CITY. The City will:
    a. Provide a safe, clean environment, adequate space and mutually agreed upon equipment for the provision for services under this Agreement.
    b. Pay Cone Health invoices for services in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference, within thirty (30) days of receipt of such invoices. Any outstanding account balances shall be subject to a one-half percent (0.5%) increase charge per month until paid.
    c. Designate an employee of the City to represent the City to Cone Health regarding services provided by Cone Health pursuant to this Agreement.
    d. Comply with all laws concerning confidentiality between nurses, physicians and patients. Such compliance will require an authorization signed by the patient prior to the release of medical information to any party, including the City designee, except as otherwise permitted by applicable law.

3. TERM AND TERMINATION.
    a. The term of this Agreement shall be for a period of one (1) year from the Effective Date. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, either party may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days' written notice to the other party.

4. MISCELLANEOUS.

a. All personnel providing services to the City pursuant to this Agreement other than the City's physician medical director shall be deemed employees, agents or contractors of Cone Health. The parties acknowledge and agree that the physician medical director shall be an employee, agent or contractor of the City and not Cone Health.

b. The City agrees that Cone Health will be the exclusive provider of services covered in this Agreement for the term of this Agreement and the City will not solicit competing offers for the provision of such services for the term of this Agreement.

c. 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 Cone Health.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

e. All notices, requests, demands, and other communications to be given hereunder shall be in writing, and shall be deemed to have been duly given upon receipt if hand-delivered or mailed, certified mail, return receipt requested, postage prepaid to the address for a party set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above-written.

The Moses H. Cone Memorial Hospital Operating Corporation	The City of Greensboro
1200 N. Elm Street	1514 N. Church Street
Greensboro, North Carolina 27401	Greensboro, North Carolina 27405
By: _____(SEAL)	By: _____(SEAL)
Name: STEVEN S. ANDERSON	Name: _____
Title: VICE PRESIDENT	Title: _____
Date: APRIL 30 2019	Date: _____

Exhibit A

Services

- Provide onsite health and fitness screenings for certain employees of the City's Fire Department
- Provide support services to City Medical Services for follow up with personal medical conditions that may impact the employees' ability to perform essential job tasks
- All services are provided under the direction of the City's physician medical director
- With the guidance of the City physician, maintain current National Fire Protection Association, OSHA and other firefighter recommended standards
- Collect, maintain and manage a minimum ten (10) year medical/physical medical baseline on City firefighter personnel
- Maintain a local fixed facility that is accessible for City employees to obtain and schedule their lab work and physicals throughout the year. Maintain history and fitness analysis and trends for City Fire Department.
- Provide services for approximately 570 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.
- Work with City medical service and the City physician to determine employee Fit For Duty and Return to Work clearances (Worker's Comp, personal injuries and medical issues)
- Provide services for infection control issues of City Fire Department employees (Firefighter exposure and source testing for blood and air borne pathogens, etc.)
- Advise Greensboro Fire Department concerning national and local medical/health issues such as bed bugs, Ebola and other communicable diseases.
- Advise and refer City personnel on Psychological Fit for Duty status and be a resource for the City Employee Assistance Program (EAP). Advise City Fire Department Peer Support Team.
- Advise the City Fire Department Fitness Committee
- Work with the City medical services to follow up with personal medical conditions that may impact the employee's ability to perform essential job tasks

Exhibit B

Pricing

City of Greensboro Fire Department - 2019/2020 Proposal

Brief Physical Package - No hands on Physical

<40 Men & Women - Brief Physical	$74,022.00
40-50 Men & >40 Women - Brief Physical	$42,408.00
>50 Men & >40 AA Men - Extensive Physical	$28,428.00
Total for Brief Physicals	**$144,858.00**
Hazmat Employees	**$6,100.00**
Onsite Venipuncture Charge	**$2,400.00**

$153,358.00

<40 Men & Women

Brief Physical - No hands on Physical

Brief Physical	$70.00
BP	
Height/Weight	
Vision	
% Body Fat	
History	
Lab Review	
MD Review & Recommendations	
Audio	$47.00
Pulmonary Function Test	$47.00
Respiratory A/B	
Respiratory Clearance	
Urinalysis Dip **(NO DRUG SCREEN)**	$10.00
Health Survey Panel	$45.00
No Fitness Evaluation	
Total/Firefighter	$219.00
Number of Firefighters	338
Group Total	**$74,022.00**

40-50 Men and >40 Women

Brief Physical - No hands on Physical

Brief Physical	$70.00
BP	
Height/Weight	
Vision	
% Body Fat	
History	
Lab Review	
MD Review & Recommendations	
Audio	$47.00
Pulmonary Function Test	$47.00
Respiratory A/B	
Respiratory Clearance	
Urinalysis Dip **(NO DRUG SCREEN)**	$10.00
Health Survey Panel	$45.00
No Fitness Evaluation	
EKG	$60.00
Cardiac Risk Included	
Total/Firefighter	$279.00
Number of Firefighters	152
Group Total	**$42,408.00**

>50 Men & >40 AA Men

Brief Physical - No hands on Physical

Brief Physical	$70.00
BP	
Height/Weight	
Vision	
% Body Fat	
History	
Lab Review	
MD Review & Recommendations	
Audio	$47.00
Pulmonary Function Test	$47.00
Respiratory A/B	
Respiratory Clearance	
Urinalysis Dip **(NO DRUG SCREEN)**	$10.00
Health Survey Panel	$45.00
No Fitness Evaluation	
EKG	$60.00
PSA	$30.00
Cardiac Risk Included	
Total/Firefighter	$309.00
Number of Firefighters	92
Group Total	**$28,428.00**

Hazmat Labs + Age Appropriate Exam

Heavy Metals	$100.00
Number of Firefighters	61
Total	**$6,100.00**