NOTICE OF RENEWAL OF CONTRACT

TO: UMC HOLDINGS, INC. dba INOVA OCCUPATIONAL HEALTH
8110 GATEHOUSE RD., 5TH FLOOR WEST
FALLS CHURCH, VA 22042

DATE ISSUED: AUGUST 8, 2011

CONTRACT NO: 9-10

CONTRACT TITLE: FIRE - PHYSICAL ASSESSMENTS & MEDICAL EXAMS

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective SEPTEMBER 1, 2011 and expires on AUGUST 31, 2012.

This is the SECOND year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 9-10, including any exhibits attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO AGREEMENT NO. 9-10, EXHIBIT B

2) PRICING FIRM FOR FIRST TWENTY FOUR (24) MONTHS. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS THEREAFTER BASED ON MARCH CPI-U.

ATTACHMENT:
AGREEMENT NO. 9-10

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JEFFREY CARR
TELEPHONE NO.: 703-321-2555
EMAIL ADDRESS: jeffrey.carr@inova.org

VENDOR PAYMENT TERMS: NET 30 DAYS
TAX IDENTIFICATION NUMBER (BIN/SSN): 54-1390795

COUNTY CONTACT: JOHN WARREN
TELEPHONE NO.: 703-228-0227
EMAIL ADDRESS: jwarre@arlingtonva.us

CONTRACT AUTHORIZATION
MARYAN VOGEL 8/19/11 Date
Procurement Officer

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 9-10

THIS AGREEMENT is made, on the date of execution by the County, between
UMC Holdings, Inc., dba Inova Occupational Health (Contractor), a Virginia
Corporation (not for profit) authorized to do business in the Commonwealth of
Virginia, and the County Board of Arlington County, Virginia (County). The
County and the Contractor, for the consideration hereinafter specified, agree
as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of
Services) and Exhibit B (Fee Schedule). Where the terms and provisions of
this Agreement vary from the terms and provisions of the other Contract
Documents, the terms and provisions of this Agreement shall prevail over the
other Contract Documents and Exhibit A shall prevail over Exhibit B.

The Contract Documents set forth the entire Agreement between the County and
the Contractor. The County and the Contractor agree that no representative
or agent of either of them has made any representation or promise with
respect to this Agreement which is not contained in the Contract Documents,
and that all terms and conditions with respect to this Agreement are
expressly contained herein. The Contract Documents shall constitute the
Contract.

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is to
design and administer a program for physical assessments and medical
examinations for the County Fire Department. The Contract Documents set
forth the minimum Work estimated by the County and the Contractor to be
necessary to complete the Work. It shall be the Contractor's responsibility,
at the Contractor's sole cost, to provide the specific services set forth in
the Contract Documents and sufficient services to fulfill the purposes of the
Work. Nothing in the Contract Documents shall be construed to limit the
Contractor's responsibility to manage the details and execution of its Work.

3. CONTRACT TERM
Work under this Agreement will commence September 1, 2010 and shall be
completed no later than August 31, 2011 ("Initial Contract Term"), subject to
any modification as provided for in the Contract documents. Upon
satisfactory performance of the Contractor and with the concurrence of the
Contractor, the County may, through issuance of an amendment executed by the
parties, authorize continued operations of the Contractor for not more than
four (4) additional twelve (12) month periods (Each period is referred to as
"Subsequent Contract Term"). Notwithstanding anything herein to the
contrary, the Contract Amount for each extension period shall be in an amount
not to exceed the funds appropriated for the Contract by the County Board of
Arlington County, Virginia for the Subsequent Contract Term.
4. **CONTRACT AMOUNT**
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Fee Schedule in Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

5. **CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U**
The Contract Amount/unit price shall remain firm for the first twenty-four (24) months of the Contract Term. The Contract Amount/unit price for each Subsequent Contract Term, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in MARCH of each year of the Contract.

If the Contractor and the County do not agree on a Subsequent Contract Term Contract Amount/unit price using the procedure set forth above by the thirtieth (30th) calendar day prior to the end of the Initial Contract Term or any Subsequent Contract Term, the County may terminate the Contract whether or not the County has previously elected to extend the term. The Contract Amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. **PAYMENT**
Payment will be made by the County to the Contractor within 30 days after receipt by the County Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

7. **PROJECT OFFICER**
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

8. **ADJUSTMENTS FOR CHANGE IN SCOPE**
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter.
must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

9. **ADDITIONAL SERVICES**
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit * and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County purchase order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

10. **REIMBURSABLE EXPENSES**
No reimbursable expenses are allowed under this Agreement. The fees listed in Exhibit B include all costs of providing the services described in this Agreement to the County.

11. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
12. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of non-appropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

13. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.

14. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County purchase order do so at their own risk. The Contractor should direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

15. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent Contract Term have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision
and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

16. WARRANTY
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

17. UNSATISFACTORY WORK
If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to the County and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, the County shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. The County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract.

18. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met; the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). Such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after Notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.
Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either subtracted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County (and the County shall be entitled to recover) all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination by County for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

In the limited circumstance where payment by County is more than sixty (60) days overdue, Contractor may terminate the Contract upon fifteen (15) days notice to County, without penalty. This ability for Contractor to terminate shall not apply in the case of a reasonable and good faith payment dispute.

19. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.
20. **INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made.

21. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, or costs arising from the use of such design, device, or materials in any way involved with the Work.

22. **COPYRIGHT**

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Agreement.

23. OWNERSHIP, CONFIDENTIALITY, AND RETURN OF RECORDS

This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County’s data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic and all documents generated by the Contractor or its subcontractors (except for health records) as a result of the County’s request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interest Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money,
services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

26. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor Force Majeure, beyond the and outside the scope of the Contractor's then current disaster plan, control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

27. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract.

28. RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

29. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

30. REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided. shall be thoroughly researched for accuracy of content, shall be
grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

31. **Audit**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

32. **Assignment**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

33. **Amendments**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. **Arlington County Purchasing Resolution and County Policies**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

35. **Dispute Resolution**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together
with its character and scope. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution.

The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

36. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

37. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

38. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

39. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

40. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

41. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.
42. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; AND WARRANTY.

43. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

44. **NOTICES**
Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Jeffrey M. Carr  
Senior Director  
Inova Health System  
8110 Gatehouse Road, 5th Floor West  
Falls Church, Virginia 22042

**TO THE COUNTY:**

The County Project Officer (refer to section headed Project Officer under the Contract Terms and Conditions section) (Contractor shall request address from Project Officer);

**AND**

Richard D. Warren, Jr., Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

45. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.

46. **INSURANCE REQUIREMENTS**
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverage must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:
Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

Medical Professional Liability Professional Liability insurance which will cover the rendering of or failure to render medical professional services in an amount not less than $1,000,000, (one million) dollars per occurrence and $3,000,000, (three million) dollars annual aggregate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

Contract Identification - The insurance certificate shall state this Contract's number and title.

Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure
protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

47. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: [http://www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm)

48. HIPAA COMPLIANCE

The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: September 1, 2010

UMC HOLDINGS, INC.
dba Inova Occupational Health

TIN:

AUTHORIZED SIGNATURE:

NAME AND TITLE: WAYNE A. DIENWALD
TITLE: EXECUTIVE VICE PRESIDENT

DATE: September 1, 2010
AGREEMENT NO. 9-10

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall design and administer a periodic and annual medical examinations program for the tenured County personnel based on job relatedness and health care concerns of the Fire Department. The Contractor shall:

A. Provide each program participant with information pertaining to work performance tests, blood test analysis, and an explanation of the test results.

B. Coordinate test scheduling with the County representative.

C. Insure compliance with OSHA regulations and Arlington County medical standards. The contractor will also make recommendations for implementing the National Fire Protection Association (NFPA) 1500 “Standard on Fire Department Occupational Safety and Health Program” (Chapter 10) and NFPA 1582.

D. Provide a medical surveillance program, complying with the provisions of OSHA regulation 29 CFR, 1910-120, for employees who are a part of the Hazardous Material Team.

E. Provide all services covered by this contract on the Contractor’s premises located within approximately ten (10) miles of Arlington County, Virginia.

F. Provide confidential, automated statistical data base management services for storing, retrieving of medical information and provide physical assessment and medical information to authorized County personnel.

G. Furnish authorized County personnel with medical results of all physical assessment and medical examinations. All medical and fitness records, concerning County employees, will remain the property of the County both during and after the term of this contract, and must be released by the Contractor to the County within forty-eight (48) hours upon termination of any contractual relationship.

General

The Contractor shall:

A. Notify the Project Officer in writing if the Contractor is not able to retain a U.S. Department of Health and Human Services certified laboratory for drug testing or to retain the services of a comparably certified laboratory for other laboratory work.

B. Notify the Project Officer in writing of other conditions that arise which have an impact on the Contractor’s ability to provide any of the services of the contract.

C. Notify the Project Officer in writing if any applicant or Fire Department personnel requires medical treatment and/or has been referred to their personal physicians for treatment. The Contractor shall not provide
medical treatment to applicants unless emergency care is required, nor
shall the Contractor seek to enroll County employees as patients in the
even they join a County health plan.

D. Ensure an Advanced Cardiac Life Support (ACLS) certified cardiologist is
present during stress testing for applicants/employees. The Medical
Director shall ensure that staff is capable of providing immediate medical
care in the event of an emergency during testing or assessment. This must
include the capability to resuscitate (AHA CPR certified) and stabilize
the person while awaiting transport, if necessary.

E. Notify the Project Officer in writing of all changes in the following
personnel categories, within two (2) working days of the change:

1. Physicians
2. Program Director
3. Medical Director

F. Notify Arlington County Occupational Health Physician of the Human
Resources Department in writing of all changes in personnel, which shall
affect the daily operations of the services under the contract within two
(2) working days of the change. The notification shall include the
following information:

1. Full name of the replacement
2. Position title of the replacement
3. Duties/responsibilities of the replacement

The Arlington County Medical Standards for Firefighter/EMTs shall dictate the
examination requirements and medical standards related to the scope of work.

SECTION I: SERVICES FOR FIRE DEPARTMENT PERSONNEL

SCOPE

The Contractor shall provide:

A. Stress testing for Fire Department applicants.

B. Periodic/HazMat medical examinations and Annual evaluations, as well as
health and fitness services for County Fire Department personnel.

SERVICE REQUIREMENT

A. The Contractor shall perform stress testing for the approximately thirty
(30) applicants annually. The precise number of the exams to be performed
in each category is subject to change.

B. The Contractor shall perform an annual evaluation on every
Firefighter/EMT.

C. The Contractor shall perform approximately 150 Periodic/Hazmat medical
examinations on the Firefighter/EMTs based on the following age-related
schedule:
1. Annually for the personnel forty (40) years or older
2. Bi-annual for the personnel aged 30-39.
3. Every three years for personnel under age 30.
4. All hazardous materials (HazMat) personnel regardless of age.
The Contractor shall perform on an as-needed basis, at the request of
the County, health and fitness assessments.

D. Arlington County Fire Department will be guaranteed no less than twenty-
eight (28), 0700 hour physical appointments per month for annual,
periodic and hazardous materials physicals.

TESTING, REPORTING AND NOTIFICATION FOR FIRE DEPARTMENT APPLICANTS
A. Cardiovascular system (including resting ECG, aerobic treadmill “maximal
   graded exercise” test) medical examinations shall include:

B. Vitals signs (pulse, respirations, blood pressure and
   temperature).

C. Dermatological system (whole body skin examination).

D. Head, neck, ears (including pure tone air conduction audiometry), eyes
   (including visual acuity, near and far, corrected and uncorrected, depth
   perception, peripheral vision, nose mouth and throat).

E. Cardiovascular system (including resting ECG, aerobic treadmill “Maximal
   graded exercise” test).

F. Respiratory system including pulmonary function testing (PFT).

G. Chest radiograph with B reading as required for asbestos monitoring.

H. Gastrointestinal system (including rectal examination, guaiac, and
   laboratory work including AST, ALT, total billirubin, GGT and alkaline
   phosphates).

I. Genitourinary system (including urinalysis, BUN and creatine).

J. Endocrine and metabolic systems (fasting glucose, electrolytes, T4
   (thyroxin, lipid profile and percentage body fat).

K. Musculoskeletal system.

L. Neurological system.

M. Tetanus immunization, if needed.

N. Hepatitis C. Hepatitis B, and HIV testing.

O. Additional laboratory tests (baseline CBC, biochemical test battery (SMA
   12), PSA for every male 40 years and older, and urinalysis.

P. A technician certified by the National Institute of Occupational Safety
   and Health (NIOSH) shall administer Pulmonary Function Testing (PFT).
   Only a spirogram that meets NIOSH requirements and demonstrates the best
   efforts by the examinee shall be used to calculate the Forced Vital
   Capacity (FVC) and Forced Expiratory Volume in one second (FEV1).
Q. Audiograms shall be performed in a soundproof booth, which meets ANSI standard S3.11. Audiogram equipment shall be calibrated to meet ANSI standard S3.6-1973. A certified technician shall administer such tests.

R. A board certified cardiologist shall interpret electrocardiography immediately after completion of testing.

S. The Contractor shall notify the County Occupational Health Physician in writing after initial testing if, in the opinion of the Contractor, additional testing is required beyond that which is stipulated in the medical examination standards.

T. The Contractor shall notify the County Occupational Health Physician by contacting the Project Officer immediately via telephone after initial testing if, in the opinion of the Contractor, a significant abnormality, including abnormal stress testing, is found to exist.

ANNUAL EVALUATIONS FOR FIRE DEPARTMENT PERSONNEL
The Contractor shall provide every Firefighter/EMT with an annual evaluation. The evaluation shall consist of:

A. An interval medical history;
B. An interval occupational history, including significant expenses;
C. Body fat percentage, height and weight;
D. Blood pressure and pulse;
E. Evaluation of neuromuscular capability based on data supplied by the department; and
F. Visual acuity testing.

PERIODIC MEDICAL EXAMINATIONS, REPORTS AND NOTIFICATIONS FOR FIRE DEPARTMENT PERSONNEL

A. Periodic medical examinations as based on the age-related schedule in Section I, Service Requirement Section, paragraph C, page 4.

B. Periodic medical examinations shall include:

1. Vitals signs (pulse, respirations, blood pressure and temperature);
2. Dermatological system (whole body skin examination);
3. Head, neck, ears (including pure tone air conduction audiometry), eyes (including visual acuity, near and far, corrected and uncorrected, depth perception, peripheral vision, nose, mouth and throat);
4. Cardiovascular system (including resting ECG, aerobic treadmill "Maximal graded exercise" test);
5. Respiratory system including pulmonary function testing (PFT);
6. Chest radiograph with B reading as required for asbestos monitoring;
7. Gastrointestinal system (including rectal examination guaiac, and laboratory work including AST, ALT, total bilirubin, GGT and alkaline phosphates);
8. Genitourinary system (including urinalysis, BUN and creatine);
9. Endocrine and metabolic systems (fasting glucose, electrolytes, T4 (Thyroxin), lipid profile and percentage body fat);
10. Musculoskeletal system;
11. Neurological system; and
12. Tetanus immunization, if needed.

C. Additional laboratory tests (baseline CBC, biochemical test battery (SMA 12), PSA for every male 40 years and older, and urinalysis).

D. A technician certified by the National Institute of Occupational Safety and Health (NIOSH) shall be the only one to administer Pulmonary Function Testing (PFT). Only a spirogram that meets NIOSH requirements and demonstrates the best efforts by the examinee shall be used to calculate the Forced Vital Capacity (FVC) and Forced Expiratory Volume in one second (FEV1).

E. Audiograms shall be performed in a soundproof booth, which meets ANSI standard S3.11. Audiogram equipment shall be calibrated to meet ANSI standard S3.6-1973. A certified technician shall be the only one to administer such tests.

F. A board certified cardiologist shall interpret electrocardiography immediately after completion of testing.

G. The Contractor shall provide an individual health and fitness maintenance program to each employee. The Contractor shall counsel employees regarding their test results and recommendations for improving their health and fitness status. A copy of the prescribed program shall be provided to the County Project Officer.

H. The Contractor shall notify the Project Officer by telephone after initial testing if, in the opinion of the Contractor, a significant abnormality, including abnormal stress testing, is found to exist.

I. The Contractor shall perform psychological wellness screening on an as-needed basis, at the request of the County.

PERIODIC HAZMAT EXAMINATIONS REPORTS AND NOTIFICATIONS
Periodic Hazmat medical examinations are performed on an annual basis for all Hazmat personnel. Periodic Hazmat medical examinations shall include:

A. Vitals signs (pulse, respirations, blood pressure and temperature);

B. Dermatological system (whole body skin examination);

C. Head, neck, ears (including pure tone air conduction audiometry), eyes (including visual acuity, near and far, corrected and uncorrected, depth perception, peripheral vision, nose, mouth and throat);

D. Cardiovascular system (resting ECG, no stress test required);

E. Respiratory system including pulmonary function testing (PFT);

F. Chest radiograph with B reading as required for asbestos monitoring;

G. Gastrointestinal system (including rectal examination, qualiac, and laboratory work including AST, ALT, total bilirubin, GGT and alkaline phosphates);
H. Genitourinary system (including urinalysis, BUN and creatine);
I. Endocrine and metabolic systems (fasting glucose, electrolytes, T4 (thyroxin), lipid profile and percentage body fat);
J. Musculoskeletal system;
K. Neurological system;
L. Tetanus immunization, if needed;
M. Additional laboratory tests (baseline CBC, biochemical test battery (SMA 12), PSA for every male 40 years and older, and urinalysis);
N. A technician certified by the National Institute of Occupational Safety and Health (NIOSH) shall be the only one to administer Pulmonary Function Testing (PFT). Only a spirogram that meets NIOSH requirements and demonstrates the best efforts by the examinee shall be used to calculate the Forced Vital Capacity (FVC) and Forced Expiratory Volume in one second (FEV1).
O. Audiograms shall be performed in a soundproof booth, which meets ANSI standard S3.11. Audiogram equipment shall be calibrated to meet ANSI standard S3.6-1973. A certified technician shall be the only one to administer such tests.
P. A cardiologist shall interpret electrocardiography immediately after completion of testing.
Q. The Contractor shall provide an individual health and fitness maintenance program to each employee. The Contractor shall counsel employees regarding their test results and recommendations for improving their health and fitness status. A copy of the prescribed program shall be provided to the County’s Departmental Designee (see section B 1.B.)
R. The Contractor shall perform psychological wellness screening on an as-needed basis, at the request of the County.
S. The Contractor shall notify the Project Officer in writing after initial testing if, in the opinion of the Contractor, additional testing is required beyond that which is stipulated in the medical examination standards.
T. The Contractor shall notify the Project Officer by telephone after initial testing if, in the opinion of the Contractor, a significant abnormality, including abnormal stress testing, is found to exist.

HEALTH AND FITNESS SERVICES FOR FIRE DEPARTMENT PERSONNEL
The Contractor shall provide, upon request by the Fire Department, dietary, nutrition and fitness assessments, and associated training sessions.

HEPATITIS AND HIV TESTING
Hepatitis C, Hepatitis B, and HIV testing shall be provided to Fire Department employees if requested by Department Head or designee.
SECTION II: ADMINISTRATIVE REQUIREMENTS

ADMINISTRATION

A. Project Officer
The County Project Officer will provide oversight and guidance to the Contractor regarding the operation of all programs. Throughout the term of the contract, the Contractor shall meet with the Project Officer upon request.

B. Departmental Designees
The Project Officer will provide the Contractor with a list of names, phone numbers and addresses for those individuals who will serve as Departmental Designee(s) for the Human Services Department and the Fire Department. The responsibility of the Departmental Designee is to deal with the day-to-day administration of the program for that department. All reports will be supplied in a confidential manner only to the specified Departmental Designee(s). Changes in Departmental Designee(s) report format or content, and established procedures will be at the direction of the Project Officer. The Contractor shall accept no change requests from any other departments. No other department except those listed shall receive reports or information regarding any employee unless approved by the Project Officer.

REPORTING REQUIREMENTS
The Contractor shall provide sufficient office staff to maintain records, issue reports and monthly invoices, as listed below.

MANAGEMENT REPORT
The Contractor shall provide a Management Report for every physical/psychological examination performed. The Management Report shall contain the following information:

A. Employee/Applicant name;
B. Social security number;
C. Employee applicant age;
D. Department;
E. Position title;
F. Date of examination, evaluation and/or test;
G. Type of examination, evaluation and/or test performed; and
H. Whether or not the individual met the functional requirements of the position.

OTHER REPORTS
The Arlington County Occupational Health Physician (OHP) on an as-needed basis shall request a complete report. Such report shall contain items specified by the Project Officer or designee at the time.

PERFORMANCE TIME FRAMES
Performance shall be in accordance with the following:
A. Management reports shall be provided to the appropriate Departmental
Designee(s) no later than seven (7) working days after the date of the
medical exams.

B. Other reports shall be submitted to the County no later than ten (10)
working days after it has been requested.

C. Fire Department staff will schedule annual Basic Evaluations and
Periodic/HazMat Examinations.

MONTHLY INVOICING REQUIREMENTS
A. The Contractor shall invoice the departments prior to the departments
receiving the reports for those tests conducted for the month invoiced.

B. Failure of the Contractor to submit the reports in the time frame and
format as set forth in the Statement of Work will result in the County
withholding payment of the final invoice for the contract year until
the County receives such report(s).

C. The Fire Department shall be invoiced for its Firefighter/EMT Annual
evaluations and Periodic/HazMat examinations. The invoice shall
include the following information:

1. Employee/applicant name
2. Department requesting examination
3. Date of examination, evaluation and/or test
4. Type of examination, evaluation and/or test
5. The itemized cost for each individual

QUALIFICATIONS REQUIREMENTS
A. PROGRAM DIRECTOR: The individual responsible for the day to day
operation, integrity, and reliability of data produced in the laboratory
shall have the following minimum qualifications:

- A background in preventive medicine, exercise physiology and or
nursing with competency in cardiovascular physiology, and or through
The American College of Sports Medicine as a preventive and or
rehabilitative exercise specialist and or certification as a graded
exercise test technologist.

B. MEDICAL DIRECTOR/PHYSICIAN: Must be a medical doctor licensed in the
jurisdiction in which he/she practices medicine. A board certified
Cardiologist must be available on staff. The Cardiologist shall perform
those duties inherent to that position to include, but not limited to,
interpreting exercise and stress test EKG's, and monitoring. The
individual shall be AHA certified in ACLS. Appropriate documentation of
medical qualifications must be submitted for review by the County Director
of Public Health Services.

C. TECHNICIAN: These individuals (minimum of two) shall have demonstrated
proficiency in the duties associated with an exercise physiology
laboratory, and a non-evasive cardiac laboratory. These individuals shall
have AHA certification in C.P.R. and strong background in the field of
nursing, physical education, and/or exercise physiology. These
individuals shall be certified in hearing conservation, carry NIOSH
certification for administering Pulmonary Function Testing (PFT) and they

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should also be an experienced stress test technologist. A bachelor’s degree is preferred.
AGREEMENT NO. 9-10

EXHIBIT B

FEE SCHEDULE

July 1, 2010

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<thead>
<tr>
<th>Description of Service/Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Medical History</td>
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<tr>
<td>Interval Medical and Occupational Health Histry</td>
<td>$38.85</td>
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<tr>
<td>Asbestos Questionnaire/Respiratory Clearance</td>
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<td>Physical Examinations</td>
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<td>Annual</td>
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<tr>
<td>Tri-Annual</td>
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<td>HazMat</td>
<td>$93.47</td>
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<td>Evaluation of Neuromuscular Capability</td>
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<td>Flexibility Assessment</td>
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<tr>
<td>Body Fat</td>
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<td>Vital Signs (Pulse, respiration, BP, temp)</td>
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<tr>
<td>Height/Weight</td>
<td>Included in Exam</td>
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<td>Audiology</td>
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<td>Visual Acuity - near/far/corrected/uncorrected/depth/peripheral</td>
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<td>Urinalysis - dip</td>
<td>Included in Exam</td>
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<td>B read as appropriate</td>
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<td>Chemistry Profile</td>
<td>$38.85</td>
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<tr>
<td>Lipid Panel</td>
<td>$26.71</td>
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<tr>
<td>Occult Blood - guaiac</td>
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Hepatitis C Antibody $58.27
Hepatitis B Surface Antibody $58.27
HIV - Screen $84.93
HIV - Confirmation $100.00
Complete Blood Count (CBC) $19.42
PSA for 40+ years of age $57.05
PPD $19.42
Tetanus $32.00
Health and Fitness Training Sessions $200.05
No Show Fee $61.91
Psychological Testing -outsourced cost TBD based on need (i.e., psychiatrist, psychologist)

Listed fees will be held for years 1 and 2 of the contract.
CPI increase will apply to years 3, 4, and 5.
Additional departments and tests may be added upon authorization of Arlington County.
9. Endocrine and metabolic systems (fasting glucose, electrolytes, T4 (Thyroxin), lipid profile and percentage body fat);
10. Musculoskeletal system;
11. Neurological system; and
12. Tetanus immunization, if needed.

C. Additional laboratory tests (baseline CBC, biochemical test battery (SMA 12), PSA for every male 40 years and older, and urinalysis).

D. A technician certified by the National Institute of Occupational Safety and Health (NIOSH) shall be the only one to administer Pulmonary Function Testing (PFT). Only a spirogram that meets NIOSH requirements and demonstrates the best efforts by the examinee shall be used to calculate the Forced Vital Capacity (FVC) and Forced Expiratory Volume in one second (FEV1).

E. Audiograms shall be performed in a soundproof booth, which meets ANSI standard S3.11. Audiogram equipment shall be calibrated to meet ANSI standard S3.6-1973. A certified technician shall be the only one to administer such tests.

F. A board certified cardiologist shall interpret electrocardiography immediately after completion of testing.

G. The Contractor shall provide an individual health and fitness maintenance program to each employee. The Contractor shall counsel employees regarding their test results and recommendations for improving their health and fitness status. A copy of the prescribed program shall be provided to the County Project Officer.

H. The Contractor shall notify the Project Officer by telephone after initial testing if, in the opinion of the Contractor, a significant abnormality, including abnormal stress testing, is found to exist.

I. The Contractor shall perform psychological wellness screening on an as-needed basis, at the request of the County.

PERIODIC HAZMAT EXAMINATIONS REPORTS AND NOTIFICATIONS
Periodic Hazmat medical examinations are performed on an annual basis for all Hazmat personnel. Periodic Hazmat medical examinations shall include:

A. Vitals signs (pulse, respirations, blood pressure and temperature);

B. Dermatological system (whole body skin examination);

C. Head, neck, ears (including pure tone air conduction audiometry), eyes (including visual acuity, near and far, corrected and uncorrected, depth perception, peripheral vision, nose, mouth and throat);

D. Cardiovascular system (resting ECG, no stress test required);

E. Respiratory system including pulmonary function testing (PFT);

F. Chest radiograph with B reading as required for asbestos monitoring;

G. Gastrointestinal system (including rectal examination, guaiac, and laboratory work including AST, ALT, total bilirubin, GGT and alkaline phosphates);
H. Genitourinary system (including urinalysis, BUN and creatine);
I. Endocrine and metabolic systems (fasting glucose, electrolytes, T4 (thyroxin), lipid profile and percentage body fat);
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K. Neurological system;
L. Tetanus immunization, if needed ;
M. Additional laboratory tests (baseline CBC, biochemical test battery (SMA 12), PSA for every male 40 years and older, and urinalysis);
N. A technician certified by the National Institute of Occupational Safety and Health (NIOSH) shall be the only one to administer Pulmonary Function Testing (PFT). Only a spirogram that meets NIOSH requirements and demonstrates the best efforts by the examinee shall be used to calculate the Forced Vital Capacity (FVC) and Forced Expiratory Volume in one second (FEV1).
O. Audiograms shall be performed in a soundproof booth, which meets ANSI standard §3.11. Audiogram equipment shall be calibrated to meet ANSI standard §3.6-1973. A certified technician shall be the only one to administer such tests.
P. A cardiologist shall interpret electrocardiography immediately after completion of testing.
Q. The Contractor shall provide an individual health and fitness maintenance program to each employee. The Contractor shall counsel employees regarding their test results and recommendations for improving their health and fitness status. A copy of the prescribed program shall be provided to the County's Departmental Designee (see section B 1.B.)
R. The Contractor shall perform psychological wellness screening on an as-needed basis, at the request of the County.
S. The Contractor shall notify the Project Officer in writing after initial testing if, in the opinion of the Contractor, additional testing is required beyond that which is stipulated in the medical examination standards.
T. The Contractor shall notify the Project Officer by telephone after initial testing if, in the opinion of the Contractor, a significant abnormality, including abnormal stress testing, is found to exist.

HEALTH AND FITNESS SERVICES FOR FIRE DEPARTMENT PERSONNEL
The Contractor shall provide, upon request by the Fire Department, dietary, nutrition and fitness assessments, and associated training sessions.

HEPATITIS AND HIV TESTING
Hepatitis C, Hepatitis B, and HIV testing shall be provided to Fire Department employees if requested by Department Head or designee.
SECTION II: ADMINISTRATIVE REQUIREMENTS

ADMINISTRATION

A. Project Officer
The County Project Officer will provide oversight and guidance to the Contractor regarding the operation of all programs. Throughout the term of the contract, the Contractor shall meet with the Project Officer upon request.

B. Departmental Designees
The Project Officer will provide the Contractor with a list of names, phone numbers and addresses for those individuals who will serve as Departmental Designee(s) for the Human Services Department and the Fire Department. The responsibility of the Departmental Designee is to deal with the day-to-day administration of the program for that department. All reports will be supplied in a confidential manner only to the specified Departmental Designee(s). Changes in Departmental Designee(s) report format or content, and established procedures will be at the direction of the Project Officer. The Contractor shall accept no change requests from any other departments. No other department except those listed shall receive reports or information regarding any employee unless approved by the Project Officer.

REPORTING REQUIREMENTS
The Contractor shall provide sufficient office staff to maintain records, issue reports and monthly invoices, as listed below.

MANAGEMENT REPORT
The Contractor shall provide a Management Report for every physical/psychological examination performed. The Management Report shall contain the following information:

A. Employee/Applicant name;
B. Social security number;
C. Employee applicant age;
D. Department;
E. Position title;
F. Date of examination, evaluation and/or test;
G. Type of examination, evaluation and/or test performed; and
H. Whether or not the individual met the functional requirements of the position.

OTHER REPORTS
The Arlington County Occupational Health Physician (OHP) on an as-needed basis shall request a complete report. Such report shall contain items specified by the Project Officer or designee at the time.

PERFORMANCE TIME FRAMES
Performance shall be in accordance with the following:
A. Management reports shall be provided to the appropriate Departmental Designee(s) no later than seven (7) working days after the date of the medical exams.

B. Other reports shall be submitted to the County no later than ten (10) working days after it has been requested.

C. Fire Department staff will schedule annual Basic Evaluations and Periodic/HazMat Examinations.

MONTHLY INVOICING REQUIREMENTS
A. The Contractor shall invoice the departments prior to the departments receiving the reports for those tests conducted for the month invoiced.

B. Failure of the Contractor to submit the reports in the time frame and format as set forth in the Statement of Work will result in the County withholding payment of the final invoice for the contract year until the County receives such report(s).

C. The Fire Department shall be invoiced for its Firefighter/EMT Annual evaluations and Periodic/HazMat examinations. The invoice shall include the following information:

1. Employee/applicant name
2. Department requesting examination
3. Date of examination, evaluation and/or test
4. Type of examination, evaluation and/or test
5. The itemized cost for each individual

QUALIFICATIONS REQUIREMENTS
A. PROGRAM DIRECTOR: The individual responsible for the day to day operation, integrity, and reliability of data produced in the laboratory shall have the following minimum qualifications:

• A background in preventive medicine, exercise physiology and or nursing with competency in cardiovascular physiology, and or through The American College of Sports Medicine as a preventive and or rehabilitative exercise specialist and or certification as a graded exercise test technologist.

B. MEDICAL DIRECTOR/PHYSICIAN: Must be a medical doctor licensed in the jurisdiction in which he/she practices medicine. A board certified Cardiologist must be available on staff. The Cardiologist shall perform those duties inherent to that position to include, but not limited to, interpreting exercise and stress test EKG's, and monitoring. The individual shall be AHA certified in ACLS. Appropriate documentation of medical qualifications must be submitted for review by the County Director of Public Health Services.

C. TECHNICIAN: These individuals (minimum of two) shall have demonstrated proficiency in the duties associated with an exercise physiology laboratory, and a non-evasive cardiac laboratory. These individuals shall have AHA certification in C.P.R. and strong background in the field of nursing, physical education, and/or exercise physiology. These individuals shall be certified in hearing conservation, carry NIOSH certification for administering Pulmonary Function Testing (PFT) and they
should also be an experienced stress test technologist. A bachelor’s degree is preferred.
<table>
<thead>
<tr>
<th>Description of Service/Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Medical History</td>
<td>$38.85</td>
</tr>
<tr>
<td>Interval Medical and Occupational Health History</td>
<td>$38.85</td>
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<tr>
<td>Asbestos Questionnaire/Respiratory Clearance</td>
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<tr>
<td>Physical Examinations</td>
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<tr>
<td>Annual</td>
<td>$93.47</td>
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<tr>
<td>Bi-Annual</td>
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<tr>
<td>Tri-Annual</td>
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<tr>
<td>HazMat</td>
<td>$93.47</td>
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<tr>
<td>Evaluation of Neuromuscular Capability</td>
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<tr>
<td>Flexibility Assessment</td>
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<tr>
<td>Body Fat</td>
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<tr>
<td>Vital Signs (Pulse, respiration, BP, temp)</td>
<td>Included in Exam</td>
</tr>
<tr>
<td>Height/Weight</td>
<td>Included in Exam</td>
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<tr>
<td>Audiology</td>
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<tr>
<td>Visual Acuity –</td>
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<tr>
<td>near/far/corrected/uncorrected/depth/peripheral</td>
<td>Included in Exam</td>
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<tr>
<td>Urinalysis – dip</td>
<td>Included in Exam</td>
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<tr>
<td>Urinalysis – microscopic</td>
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<tr>
<td>Resting EKG</td>
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<td>Stress Test – performed by cardiologist</td>
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<tr>
<td>Pulmonary Function Test/Spirometry</td>
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<tr>
<td>Chest X-ray – 1 view</td>
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<tr>
<td>Chest X-ray – 2 view</td>
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<tr>
<td>B read as appropriate</td>
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<tr>
<td>Chemistry Profile</td>
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<tr>
<td>Lipid Panel</td>
<td>$26.71</td>
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<tr>
<td>Occult Blood – quaiac</td>
<td>$18.00</td>
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</tbody>
</table>
Hepatitis C Antibody $58.27
Hepatitis B Surface Antibody $58.27
HIV - Screen $84.98
HIV - Confirmation $100.00
Complete Blood Count (CBC) $19.42
PSA for 40+ years of age $57.06
PPD $19.42
Tetanus $32.00
Health and Fitness Training Sessions $200.05
No Show Fee $61.91
Psychological Testing -outsourced cost TBD based on need (i.e., psychiatrist, psychologist)

Listed fees will be held for years 1 and 2 of the contract.
CPI increase will apply to years 3, 4, and 5.
Additional departments and tests may be added upon authorization of Arlington County.