



BAPTIST HEALTH

OCCUPATIONAL MEDICINE

OCCUPATIONAL HEALTH SERVICES AGREEMENT FOR: Consortium Member

SUMMARY OF PROPOSAL

Baptist Health Occupational Medicine (hereafter "BHOM") proposes to provide pre-placement, annual and random screening services to the Consortium Member for applicable employees. U.S. Federal Department of Transportation guidelines for physical and screening procedures shall be strictly followed.

This Occupational Health Services Agreement (hereafter "Agreement") is made and entered into by and between Employer and BHOM to outline some but not all of the recurring occupational health care services anticipated between the parties.

TERM OF AGREEMENT

The term of this agreement shall be for a period of twelve (12) months, beginning January 1, 2016 and continuing through December 31, 2016 as evidenced by execution of this agreement. This agreement may be reviewed, canceled or renegotiated at any time by mutual agreement between both parties.

SERVICES PROVIDED

Upon execution of this agreement, BHOM agrees to:

- ☐ Conduct pre-placement/recertification physicals on applicable employees of Employer in accordance with Department of Transportation regulations. These pre-placement/recertification physicals will include:

DOT Exam
Urinalysis
Vision Screening

Urine Drug Screen
Audiogram Screen

- ☐ Conduct urine drug and breath alcohol screenings on randomly selected donors from the eligible pool of drivers. This list is to be provided and updated monthly by the Employer to BHOM.
- ☐ Provide urine drug screening results verbally to a designated employee of Employer as well as written confirmation to be forwarded by U.S. Mail to designated employee.
- ☐ Provide breath alcohol screening results to donor as well as written results forwarded via U.S. Mail to Employer. Positive breath alcohol screening results (.02 and above with confirmation screening) will be reported immediately to Employer via telephone.

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- φ Provide post-accident and reasonable suspicion drug and alcohol screening services with verbal and written results to be conducted in the same manner of the random screening results.
- φ Designate and administratively manage the Consortium according to the U.S. Federal Department of Transportation regulations, fifty percent (50%) of available driver pool employees shall annually participate in random urine drug screenings and ten percent (10%) of available driver pool employees shall annually participate in random breath alcohol screenings.
- φ Provide Medical Review Officer services to administratively evaluate negative urine drug screen results and evaluate, review and verify positive urine drug screen results which will include providing depositions and testifying for any challenged urine drug screen / breath alcohol result by an employee.

Upon execution of this agreement Employer agrees to:

- φ Provide to BHOM a signed Letter of Designation which indicates personnel of Employer authorized to receive physical, urine drug and breath alcohol screening results, bi-annual and annual summaries from BHOM as required by the U.S. Department of Transportation.
- φ Notify BHOM, in writing, of any changes, deletions or additions in the list of driver pool employees available for random selections of urine drug and breath alcohol screenings. Written notification may be forwarded to BHOM via U.S. Mail or designated facsimile equipment.

COMPENSATION

The Employer agrees to pay BHOM for services rendered, due within ten working days upon receipt of statement, based on appropriate fees for service established between Employer and BHOM. Fees for service are subject to change upon 30 days written notice to Employer by BHOM.

Notice is hereby given of an addition to the fee for service schedule, effective January 15, 2007. On and after that date a \$10.00 per-occurrence fee will be assessed when Employer chooses to use a 3rd party vendor for drug testing services and wants the results to be entered into the consortium record the BHOM maintains for Employer. In those instances BHOM will enter the 3rd party test results into Employers' consortium record, will pay the 3rd party vendor for services rendered, and will bill employer for the 3rd party fee paid by BHOM on its behalf.

No other changes to the fee schedule between BHOM is made at this time.

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HEALTH SERVICES AGREEMENT

WITNESSETH: That,

WHEREAS, Employer desires to obtain certain occupational health services which BHOM is willing and able to provide; and

WHEREAS, This proposal incorporates the type, frequency, and extent of such occupational health services, administration of the program and the payments to be made therefore; and

NOW THEREFORE, in consideration of the recitals herein above set forth, which are incorporated herein by reference as a part of the consideration for this agreement, and the further consideration of the mutual agreements of the parties to be kept and performed as herein provided, the Parties have and do hereby agree that BHOM shall furnish to Employer, the occupational health services described in this agreement and Employer agrees to all of the terms and conditions as expressly set forth herein.

INTESTIMONY WHEREOF, witness the signatures of the Parties on the _____ day of _____ 2016.

EMPLOYER NAME: _____

BAPTIST HEALTH OCCUPATIONAL
MEDICINE

BY: _____

BY: Allison C Baines

TITLE: _____

TITLE: Practice Manager

DATE: _____

DATE: 1/4/16