

## AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 1<sup>st</sup> day of June, 2019, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "FW", and **INOVA HEALTH CARE SERVICES**, hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

### WITNESSETH:

*In consideration of the mutual covenants set forth herein, the parties agree as follows:*

The Contractor shall provide health care services based upon this Agreement for Service ("Contract" or "Agreement") and the Contractor's Occupational Health Pricing Schedule for Fairfax Water effective June 1, 2019 (a copy of which is attached as Exhibit I). In the event of a conflict between Exhibit I and this Agreement, this Agreement shall govern and control.

No representations, arrangements, understandings, or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

### 1.0 SCOPE OF SERVICES

The Scope of Services shall be as contained in Exhibit I, Contractor's Occupational Health Pricing Schedule for Fairfax Water.

### 2.0 TERMS AND CONDITIONS

This Agreement is subject to and shall be performed in accordance with the following Terms and Conditions:

2.1 **Term:** The Term of this Agreement shall commence on June 1, 2019 and end on April 30, 2024. Notwithstanding the foregoing, upon written request by either party which is delivered to the other at least thirty (30) days prior to the expiration of the then current contract year, prices may be adjusted as follows in connection with any renewal term: Price increases by 3.5% will occur annually beginning May 1, 2020 through April 2024.

2.2 **Authorization to do Business in Virginia:** Each contractor that is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law; and (b) it shall not allow its existence to lapse or its certificate of authority or registration to transact business in

Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.

**2.3 Goods and/or Services:** The goods and/or services to be furnished hereunder are described on Exhibit I and incorporated by reference herein, together with the required date(s) for delivery and/or performance and the purchase price and/or fees payable with respect to such goods and/or services. The prices and/or fees set forth therein are firm and fixed during the initial term described in Section 2.1 and may be adjusted in connection with any renewal term only as set forth therein.

**2.4 Insurance:** Unless otherwise specified in writing by FW, the Contractor shall maintain, for so long as this Contract is in effect, the following types and amounts of insurance coverage: (a) with respect to any Contract covering work or services performed for FW, regardless of location: Commercial General Liability insurance with a limit of liability that is not less than \$1,000,000 combined single limit; and (b) with respect to any Contract covering work or services performed on property owned or leased by FW, or on property otherwise operated by or on behalf of FW: (i) Workers' Compensation insurance which satisfies applicable statutory requirements; (ii) Employer's Liability insurance with a limit of liability that is not less than \$100,000 per employee, per bodily injury (or such greater amount as may be required by applicable statute); and (iii) Automobile Liability insurance with a limit of liability that is not less than \$1,000,000 combined single limit. The Contractor hereby covenants and agrees as follows: (a) each such insurance policy shall be underwritten by a responsible and solvent insurance company that is acceptable to FW; (b) the insurance coverages specified above shall constitute minimum requirements; and (c) upon request by FW, the Contractor shall promptly furnish FW's Procurement Manager with copies and/or certificates of insurance evidencing the insurance coverage specified above. Nothing contained herein shall be deemed to constitute a waiver of FW's sovereign immunity under law.

**2.5 Invoices and Payment:**

**A. To Contractor:**

1. The Contractor shall submit a separate invoice for each separate shipment, in the case of goods, and no more frequently than monthly, in the case of services. All such invoices shall be submitted to FW's Finance Department at 8570 Executive Park Avenue, Fairfax, VA 22031.
2. Each invoice shall include the Purchase Order number, the Contractor's federal employer identification number (or social security number, if the Contractor is an individual), a reasonably detailed description of the goods and/or services covered by the invoice, and the amount due. If

shipping charges are included in an invoice, the original bill of lading shall accompany the invoice.

3. If a discount for prompt payment is allowed, the discount period will commence on the last to occur of: (i) the date of receipt of proper invoice; or (ii) delivery of the goods or service for which the discount applies. FW shall receive the benefit of any general reductions or discounts with respect to the Contractor's prices and/or fees which are in effect prior to delivery or performance, as the case may be.
4. Unless otherwise expressly agreed upon in writing, approved invoices shall be paid on or before the date that is 30 days after the date on which FW either received the invoice or accepted delivery of the invoiced goods or services, whichever is later. Any amounts that are not paid when due (other than amounts that are the subject to a bona fide dispute) will bear interest at a rate of 1% per month until paid in full.
5. Payment of amounts due hereunder shall in no event constitute acceptance of any defective or non-conforming goods or services.

**B. To Subcontractors:**

1. The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by FW work performed by the subcontractor under the Contract: (i) pay the subcontractor for the proportionate share of the total payment received from FW attributable to the work performed by the subcontractor under the Contract; or (ii) notify FW 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.
2. The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from FW for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in Section .2.5(A)(4).
3. 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.

4. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this Section 2.5(B) shall not be construed to be an obligation of FW. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**2.6 General Warranty:** The Contractor hereby represents and warrants to FW that each good and/or service supplied hereunder shall: (A) conform strictly to the requirements of the Contract and to the specifications furnished by FW; (B) conform to the terms of any and all written affirmations of fact, promises, or descriptions made or furnished to FW by Contractor, if and to the extent that such affirmations, promises, or descriptions are not in conflict with, or are otherwise not less stringent than, FW's specifications; (C) meet or exceed standard industry practices and procedures; (D) be manufactured, produced, furnished and/or performed in accordance with Applicable Law (as defined below); (E) be new and of good workmanship and materials; (F) be free from defects in design, workmanship and materials; (G) be merchantable and fit for the particular purpose or purposes intended by FW; and (H) be delivered and conveyed to FW free and clear of any liens, claims or encumbrances of any nature whatsoever. The Contractor, at its own cost and expense, has obtained, or will obtain, prior to the delivery of any goods or performance of any services, hereunder, all approvals required by Applicable Law in connection with the transactions contemplated hereby, and the Contractor will furnish FW, upon request, with copies or other satisfactory evidence of all such approvals. As employed herein, the term "Applicable Law" shall mean all federal, state, and local laws, rules, regulations, orders, codes, ordinances, and regulations applicable to the transactions contemplated by the Contract and to the goods and/or services supplied hereunder.

**2.7 Warranty of Non-Infringement:** The Contractor hereby represents and warrants that FW's purchase, possession, and/or intended use of the goods and/or services furnished under any Contract will not infringe upon, or contribute to the infringement of, any United States or foreign patent, copyright, trademark, trade secret, or other intellectual property rights of any nature. If the use of all or any portion of such goods or services is enjoined, then the Contractor covenants and agrees that it shall, at its sole expense and subject to FW's sole discretion, procure the right to continued use by FW of such goods and/or services, modify such goods and/or services to render them non-infringing, replace such goods and/or services with non-infringing goods or services, or remove that portion of the goods and/or services completely and refund all amounts paid by FW therefor, plus all related transportation, installation and dismantling costs related to such goods and/or services.

**2.8 Non-Conforming Goods and Services:** If any goods or services furnished hereunder do not conform in all material respects to the representations and warranties set forth in the Contract, then the Contractor shall promptly repair, replace, or re-perform all such goods and services upon written notice by FW which is delivered to the Contractor within twelve (12) months after the date of delivery, in the case of non-conforming goods, or the date of performance, in the case of non-conforming services, at no additional cost to FW. At FW's option, non-conforming goods may be repaired or replaced by the Contractor at FW's facility or wherever the goods are located or may be returned to the Contractor's facility or to an authorized repair center, all at the Contractor's expense. In the event of the Contractor's failure to repair, replace, or re-perform any non-conforming goods or services or diligently initiate the correction, replacement or re-performance thereof within five (5) business days after the date of FW's notice to the Contractor, FW shall have the right to correct or replace such goods and services and to charge the Contractor all costs thereof. The cost of correction shall be deducted from any amounts then or thereafter due the Contractor hereunder and, if such amounts are insufficient to cover the cost of correction, the Contractor shall pay such deficiency to FW promptly following written demand therefor. Notwithstanding the foregoing, if any non-conformity with a warranty materially affects the operation or use of any of the goods or presents an imminent threat to the safety or health of any person or entity and FW knows of such nonconformity, FW may, at its option, correct or replace such goods or services without giving the Contractor notice of such non-conformity, and the Contractor shall be responsible and liable to FW for all costs incurred by FW.

**2.9 Indemnification:** The Contractor shall indemnify and hold harmless FW and FW's members, officers, authorized representatives and employees from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and costs) (collectively, the "Losses") arising out of or in connection with: (1) any material breach of the representations, warranties, agreements and covenants of the Contractor contained in the Contract; (2) any injuries to persons or property caused by any negligent or wrongful act or omission of the Contractor or its subcontractors, vendors, employees, or other authorized representatives in the performance of Contractor's duties hereunder; (3) any claims arising out of this Contract filed by the Contractor which are adjudicated or otherwise determined in favor of FW; or (4) any claims or suits for infringement of United States or foreign patents, copyrights, trademarks, trade secrets, or other intellectual property rights or claims of unfair competition arising out of or resulting from FW's purchase, use, and/or possession of any goods and/or services furnished under the Contract.

FW covenants and agrees to: (a) provide Contractor with prompt notification following FW's receipt of notice of any claim or suit for which it intends to seek

indemnification hereunder; (b) permit the indemnifying party and its attorneys and personnel to participate in the defense of any such claim or suit, including pretrial, trial or settlement; and (c) fully cooperate and assist in such defense.

**2.10 Default and Termination:** Each of the following events shall constitute a default by the Contractor for purpose of this Contract (each of which shall entitle FW to terminate for default in accordance with this Section): (a) any bankruptcy proceeding by or against the Contractor or the appointment of a trustee for the benefit of creditors; (b) a refusal or failure of the Contractor to deliver the goods, or to perform the services, in accordance with any of the agreed scheduled delivery date(s); (c) if, based upon the current progress of the goods and services and information provided by the Contractor, the Contractor is projected to deliver any portion of the goods or perform any portion of the services after the scheduled delivery date(s) for such goods and/or services; (d) assignment or subcontracting of all or any part of the Contract without FW's prior written consent; or (e) failure to perform any other material provision of the Contract. In the event the Contractor does not cure any such default within a period of three (3) business days after receipt of written notice thereof from FW, or such longer period as FW may authorize in writing, then FW may give written notice to the Contractor to terminate the Contract or any part thereof. In the event of termination for default, FW shall not be liable to the Contractor for payment of any amount beyond the value of any conforming goods and services shipped or received and accepted by FW, less damages suffered by FW. In such case, the Contractor shall be liable to FW for any and all losses, costs and damages incurred by FW arising out of or resulting from such default, including any and all liquidated damages which shall be based on the date(s) that a reasonable substitute supplier, exercising proper due diligence, achieved such respective scheduled deliveries. Upon request by FW, the Contractor will deliver or assign to FW any goods and services in progress at the time of termination.

**2.11 Termination for Convenience:** At any time, FW or Contractor may terminate for its convenience all or any severable part of the Contract by giving 30 days written notice of termination. On the date that FW notice of such termination is received by the Contractor, the Contractor shall: (a) discontinue all work relating to the goods and/or services so terminated except for work performed in compliance with the instructions set forth in the termination notice; and (b) refrain from placing any additional orders in connection with the terminated portion(s) of the Contract. The Contractor shall not be entitled to any other payment from FW with respect to any terminated portion(s) of the Contract including, but not limited to, any anticipated or future profits or damages in connection therewith.

**2.12 Waiver:** Any waiver by FW of any breach by the Contractor of any term or condition of the Contract shall not constitute a waiver of any subsequent breach of the same or any other term or condition hereof. The rights and remedies of FW set forth herein are not exclusive but are in addition to all other rights and remedies of FW under applicable law.

**2.13 Survival of Representations and Warranties:** Each of the representations, warranties, and covenants set forth in the Contract shall survive the execution, delivery, performance, and termination hereunder.

**2.14 Reservation of Rights:** Any action by FW with respect to inspection of or payment for the goods and/or services covered by the Contract shall not prejudice FW's right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance by FW of the goods or services, or affect in any way the Contractor's obligations under the Contract notwithstanding FW's opportunity to inspect the goods and/or services, FW's knowledge of the nonconformity or defect, the importance or critical nature of, or the ease of discovery of the nonconformity or defect, nor FW's earlier failure to reject the goods or services. No action or failure to act by FW or its officers, agents or representatives shall be construed at any time to bar or otherwise preclude FW from: (a) showing the true and correct classification, amount, quality, or character of the goods and/or services delivered or performed hereunder, as the case may be, or that any determination, decision, acceptance, or payment is incorrect or was improperly made in any respect, or that the goods and/or services (or any part thereof) do not in fact conform to the requirements of the Contract; and/or (b) demanding and recovering from the Contractor any overpayment made to him or such damages as FW may sustain by reason of the Contractor's failure to comply with the requirements of the Contract.

**2.15 Governing Law; Venue; Waiver of Jury Trial:** The Contract (and the transactions contemplated hereby) shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. Any action or proceeding arising out of or related to the Contract shall be brought only in the courts of competent jurisdiction in the Commonwealth of Virginia. The parties hereby consent to such venue and to the jurisdiction of such courts over such proceeding and themselves. The parties waive any right to a jury trial in connection with any such litigation.

**2.16 Non-Discrimination:**

- A. FW does not discriminate against faith-based organizations.
- B. During the performance of the Contract, Contractor agrees as follows:

(i) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(iii) Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.16(B).

Contractor will include the provisions of the foregoing Sections 2.16(B)(i), (ii) and (iii) in every subcontract, sub-consulting agreement and purchase order over \$10,000, in order that the provisions above will be binding upon each subcontractor, sub-consultant and vendor.

**2.17 Tax Exempt:** FW is exempt from, and will not pay any, federal, state or local taxes which may be applicable to the transactions contemplated by this Contract, including without limitation any Federal Excise Tax, Transportation Tax or VA Sales and Use Tax. FW's federal tax-exempt identification number is: 54-6025290.

**2.18 Drug-Free Workplace:** During the performance of the Contract, the Contractor agrees to: (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For purposes hereof, a "drug-free workplace" shall mean the site for the performance of the transactions contemplated by the Contract. The Contractor acknowledges and agrees that alcoholic beverages, firearms and illegal drugs are prohibited in all FW facilities and on all FW property.



**2.19 No Employment of Unauthorized Aliens.** The Contractor hereby covenants and agrees that it does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien (as such term is defined in the federal Immigration Reform and Control Act of 1986).

**2.20 No Assignment, Substitutions or Modifications:** The Contractor shall not assign or subcontract any right or obligation under the Contract without FW's prior written consent. No substitution, change, modification, or deviation from the terms of the Contract shall be made without prior written authorization from FW.

**2.21 Relationship of the Parties; No Third-Party Beneficiaries:** The relationship of the Contractor and FW shall be that of an independent contractor and not that of an agent of FW. Neither the Contractor, nor any subcontractor, supplier, or employee of the Contractor, shall be deemed to be an employee or agent of FW for any purpose whatsoever. No third party is entitled to rely for any purpose on any of the representations, warranties and agreements of FW and the Contractor set forth herein. Neither FW nor the Contractor shall be liable to any third party because of any reliance on the representations, warranties and agreements of FW and the Contractor contained in the Contract.

**2.22 Notices:** All communications, notices, invoices, and disclosures required or permitted hereunder shall be in writing and shall be hand delivered, sent by fax (with a duplicate copy transmitted by another means of delivery authorized hereunder), sent by first class U.S. Mail, postage prepaid, or sent prepaid by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by fax with a hard copy sent by overnight express courier, five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by overnight express courier, to the following addresses and/or fax numbers: (a) if to the Contractor, to the address and/or fax number set forth on the first page of the Contract; and (b) if to FW, to: Fairfax Water, 8570 Executive Park Avenue, Fairfax, VA 22031, Attention: Donald R. Legg. Either party may change its address for notices by sending written notice of such change to the other party in the manner prescribed herein.

**2.23 Effective Date:** Upon execution by the duly authorized representatives of FW and Contractor, this Contract shall be deemed to have been accepted by the parties and shall become a binding and enforceable contract of each party in accordance with its terms as of the date which is first set forth above.

**2.24 Entire Agreement:** The Contract, together with all exhibits and attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and

agreements, whether oral or written between the parties with respect to the subject matter hereof.

**2.25 Notice of Required Disability Legislation Compliance:** FW is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, FW, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

**2.26 Ethics in Public Contracting:** The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by FW. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

**2.27. Contractual Disputes:** A Vendor, Contractor, or Service Provider shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim. No Vendor, Contractor, or Service Provider shall institute any legal action until all

statutory requirements have been met. Except as otherwise set forth herein, each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

## **2.28 Confidentiality**

### **A. Contractor Confidentiality**

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to FW. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to FW or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that FW, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that FW may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Agreement.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by FW as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

The Contractor agrees to comply with all applicable state and federal laws and regulations relating to the confidentiality and protection of medical records and

protected health information, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA).

#### B. FW Confidentiality

In addition, FW understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. All information will be maintained in accordance with the Virginia Freedom of Information Act and as otherwise required by applicable law.

### **2.29 Force Majeure**

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and FW has no liability for: (1) any costs, losses, expenses, damages, or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

**2.30 Limitation of Liability:** In no event shall Contractor have any liability for any lost profits, loss of use, costs of replacement services or for any indirect, special, incidental, punitive or consequential damages however caused, whether or not Contractor advised of the possibility of such damage. Notwithstanding anything contrary in this Section 2.30, the provisions of this Section 2.30 shall not apply to Contractor's acts of gross negligence or willful misconduct.

### 3.0 COMPENSATION

Total compensation for this contract is estimated at \$65,000.00 annually, payable as detailed in Exhibit I. Notwithstanding the foregoing, the parties hereby acknowledge and agree that actual expenditures may be more or less depending upon the actual needs of Fairfax Water during any Contract Term.

**FAIRFAX WATER**  
8570 Executive Park Avenue  
Fairfax, Virginia 22031  
Phone: (703) 289-6275  
Fax: (703) 289-6262

By:



Name: Charles M. Murray

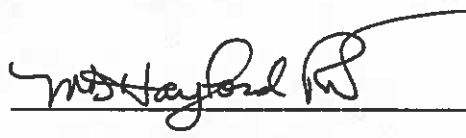
Title: General Manager

Date:

5/8/19

**INOVA HEALTH CARE SERVICES**  
2990 Telestar Court Suite 3UC  
Falls Church, Virginia 22042  
Phone: (571) 423-5750  
Fax: 703-279-4242

By:



Name: Maggie Hayford, RN, CMPE

Title: Director

Date: May 8, 2019

**AGREEMENT FOR SERVICE 2019-018**

**EXHIBIT 1**

## INOVA Occupational Health Pricing Schedule for Fairfax Water

This Pricing Schedule, Effective June 1, 2019, shall be governed by and shall be performed in accordance with that certain Agreement of Services between INOVA Health Care Services and Fairfax Water dated and effective as of June 1, 2019 (the "Agreement"). Capitalized terms that are used and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

1. **SERVICES AND FEES:** The scheduled services set forth hereafter shall be provided at the Inova Occupational Health centers affiliated with Inova Health System in accordance with the following fee schedule and will be effective during the Term, unless modified by the parties in accordance with the Agreement.

<b>Physical Examination to include:</b>	<b>\$ 90.00</b>
Height, Weight, Blood Pressure, Vision Test, Hearing Test, Urine Dip, Physical History, Complete Exam by qualified medical professional	
<b>Treatment of Work Related Injury:</b>	<b>TBD</b>
<b>Random Pool Administration – Annual Fee:</b>	<b>\$ 350.00</b>
<b>Onsite Drug Collection/Breath Alcohol Test-maximum 4 hours:</b>	<b>\$ 350.00</b>
<b>DOT/NON-DOT Breath Alcohol Test:</b>	<b>\$ 30.00</b>
<b>DOT/NON-DOT Urine Drug Screen-includes Medical Review Officer:</b>	<b>\$ 65.00</b>
All positive screens will reflect and have confirmatory testing done by GC/MS. Documentation package available for specimens with confirmed approved positive results. Negative results are reported back in 36-48 hours and results that are required to be reviewed by the Medical Review Officer are reported back in five (5) working days. Documentation includes:	
Signed Report by M.D. Chain-of-Custody documentation upon request Affidavits from analyst and toxicologist available upon written request. Specimen Storage - All positive specimens retained for one year.	
<b>OSHA Mandated Audiometry:</b>	<b>\$30.00</b>
<b>Audiometry OSHA Employer/Employee Letters and STS Report:</b>	<b>\$35.00</b>
<b>Otoscopic Exam-if medically indicated:</b>	<b>\$25.00</b>
<b>Hourly Rate for Dr. Review/Recommendations-by request only:</b>	<b>\$350.00/hr</b>
<b>OSHA Respirator Clearance– Questionnaire review by Physician:</b>	<b>\$40.00</b>
<b>Transcription Fee:</b>	<b>\$35.00</b>
<b>Spirometry:</b>	<b>\$64.00</b>
<b>Chest X-ray – 1 view:</b>	<b>\$75.00</b>
<b>Chest X-ray – 2 view:</b>	<b>\$90.00</b>
<b>EKG – if medically indicated:</b>	<b>\$61.00</b>
<b>PPD:</b>	<b>\$30.00</b>
<b>CBC w/diff:</b>	<b>\$30.00</b>
<b>Chemistry Profile:</b>	<b>\$40.00</b>
<b>Blood Lead / ZPP if medically indicated:</b>	<b>\$92.00</b>
<b>Non-DOT Hair Drug Screen:</b>	<b>\$85.00</b>
<b>Fitness for Duty Evaluation:</b>	<b>\$350.00/hr</b>
<b>Hemoglobin A1C if medically indicated:</b>	<b>\$43.00</b>

Written authorization is required from company representative of **Fairfax Water** for services listed above prior to rendering services for each visit. Additional services other than the procedures named above will not be available except by a written addendum signed by both parties.

**2. PROCEDURE FOR PAYMENT:** For the scheduled services provided, as listed above, the Inova Occupational Health centers will submit invoices in the manner specified in the Agreement.

**3. SUPPLEMENTARY SERVICES:** Any services to be provided by the Inova Occupational Health centers which are not included in the foregoing schedule must be approved in advance by **Fairfax Water**. **Fairfax Water** shall in no event be responsible for the payment of charges for any unscheduled, unapproved services.

**4. REPORTING:** All patients seeking scheduled services shall complete an Authorization for the Release of Medical Information at the time of their appointment. **Fairfax Water** recognizes that medical information cannot be released to the employer absent appropriate authorization from the patient receiving services. Upon appropriate patient authorization, copies of the medical records and including supporting documentation concerning the status of the patient shall be sent to **Fairfax Water** to the attention of the Manager, Security & Safety Department and the Safety Programs Officer. The exact names and points of contact will be shown on each purchase order issued against the contract.

It is understood by **Fairfax Water** that Inova requires the company to notify Inova immediately if any contact information changes, i.e. authorized contact(s), address, phone number, fax number.

**5.** It is understood by **Fairfax Water** that Virginia law grants the patient the right to request and receive copies of the medical records reflecting services provided.