

**STATE OF NORTH CAROLINA  
COUNTY OF ORANGE**

**CONTRACT FOR  
ANNUAL NFPA PHYSICALS**

This Contract is made and entered into by and between the “Town of Chapel Hill”, herein “Town”, and “DLP Person Urgent Care LLC DBA MedAccess Urgent Care”, herein “Contractor”, for the services as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor’s services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed \$106,560.00 plus applicable sales tax.
4. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys’ fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibit attached hereto, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
6. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor’s Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers’ Compensation - \$100,000 for both employer’s liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per

occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

7. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
8. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
9. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
10. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
11. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
12. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibit attached hereto the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
13. Preference: If the terms of any exhibit attached hereto are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibit attached hereto or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
14. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
15. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
16. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied

or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.

17. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.
18. Non-Appropriation of Funding: Contractor acknowledges that the Town is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate.  
  
In the event that public funds are unavailable and not appropriated for the performance of Town's obligations under this Contract, then this Contract shall automatically expire without penalty to the Town, thirty (30) days after written notice to Contractor advising of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Contractor and its employees may use, process, view the contents of, or monitor Town data only to the extent necessary for contractor to perform under this Agreement/Contract.
19. Term: This Contract, unless amended as provided herein, shall be in effect until August 31, 2027. Any renewal provisions that may be contained in any exhibit attached hereto are void and without effect.

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[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their respective names.

**DLP PERSON URGENT CARE LLC DBA MEDACCESS URGENT CARE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

**TOWN OF CHAPEL HILL**

\_\_\_\_\_  
DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

\_\_\_\_\_  
PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

\_\_\_\_\_  
TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

**Town Clerk** attests date this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

Approved as to Form and Authorization

\_\_\_\_\_  
ATTORNEY FOR TOWN

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

\_\_\_\_\_  
FINANCE OFFICER

\_\_\_\_\_  
DATE

DRAFT

Protocol - DLPP> 1002029- TOWN OF CHAPEL HILL FIRE DEPT.> ANNUAL PHYSICAL MALE (OVER 40)

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Protocol: ANNUAL PHYSICAL MALE (OVER 40) \*  
 Description: ANNUAL PHYSICAL MALE (OVER 40)  
 Type:  EPS  WC \* **Work Form** As of 8/15/2024

Notes (not printed, reference only)

Instructions (printed on work form) Additional Instructions:  Drug Screening  Alcohol Screening

- Firefighter Annual Pre-physical services (over age 40)
- \* Firefighter will present for pre-physical services
- \* Firefighter will present with the following documents:
  - \* Completed Registration paperwork (if required)
  - \* Completed Health History Questionnaire
  - \* Completed OSHA Respiratory Questionnaire
  - \* Completed Audiometry Questionnaire
- \* Labs to be drawn: 1 Tiger top SST tubes and 1 lavender tube (labs sent to PMH)
- \* CMP

Procedures

Seq	Procedure	CPT	Description	Override	Charge	AR Amt	Bill To	Instructions	Lab Facility
14				<input type="checkbox"/>			TOWN OF CHAPEL HILL FIRE DEPT.		N/A
1	80053	80053	COMPREHEN METABOLIC PANEL	<input checked="" type="checkbox"/>	10.00	10.00	TOWN OF CHAPEL HILL FIRE DEPT.		Person Memori
2	85025	85025	COMPLETE CBC W/AUTO DIFF WBC	<input checked="" type="checkbox"/>	10.00	10.00	TOWN OF CHAPEL HILL FIRE DEPT.		Person Memori
3	80061	80061	LIPID PANEL	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		Person Memori
4	83036	83036	GLYCOSYLATED HEMOGLOBIN TEST	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		Person Memori
5	94010	94010	BREATHING CAPACITY TEST	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
6	84153	84153	ASSAY OF PSA TOTAL	<input checked="" type="checkbox"/>	25.00	25.00	TOWN OF CHAPEL HILL FIRE DEPT.		Person Memori
7	92552	92552	PURE TONE AUDIOMETRY AIR	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
8	92083	92083	VISUAL FIELD EXAMINATION(S)	<input checked="" type="checkbox"/>	10.00	10.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
9	81003	81003	URINALYSIS AUTO W/O SCOPE	<input checked="" type="checkbox"/>	5.00	5.00	TOWN OF CHAPEL HILL FIRE DEPT.		In-House Lab
10	admin40	99070	SPECIAL SUPPLIES PHYS/QHP	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
11	99455	99455	Basic Medical Physical	<input checked="" type="checkbox"/>	65.00	65.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
12	93000	93000	ELECTROCARDIOGRAM COMPLETE	<input checked="" type="checkbox"/>	15.00	15.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A
13	97750	97750	PHYSICAL PERFORMANCE TEST	<input type="checkbox"/>	155.00	155.00	TOWN OF CHAPEL HILL FIRE DEPT.		N/A

Total Price: \$370.00

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