

AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 1980, by and between CONOCO INC., a Delaware corporation ("Conoco"), and HEALTH EXAMINETICS, INC., a Delaware corporation ("Health").

W I T N E S S E T H:

WHEREAS, Conoco desires to retain Health to provide a mobile van and health testing program of Conoco's employees with related documentation and record keeping services to Conoco; and

WHEREAS, Health represents that it is qualified and competent to provide such a program upon request of a duly licensed physician and that it is willing and able to do so;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is hereby agreed as follows:

HEALTH TESTING SERVICES

1.1. Health shall provide a multiphasic health testing program, including the tests, measurements, and procedures

described as "Testing Panel" in the schedule attached hereto as Appendix A, to the participating Conoco employees at those locations set forth in Appendix C or as mutually agreed upon by Health and Conoco. Additional tests from among those listed as "Optional Tests" shall be performed at the request of Conoco at the specific costs listed.

1.2. Health shall provide the agreed services and all the necessary equipment, supplies, and qualified personnel necessary to conduct the health testing program required herein, with the one exception that Conoco will furnish the services of a licensed physician to perform the required physical examination of each employee. Health, upon request and for a fee, will provide a qualified nurse to assist in the performance of all physical examinations.

1.3. All testing and examinations conducted by Health pursuant to this Agreement shall be conducted by certified X-ray technicians, trained technicians, registered nurses, or licensed physicians, including but not limited to the following:

- (a) the reading of electrocardiograms by licensed cardiologists; and

- (b) the reading and screening of X-rays by Board-Certified Radiologists.

All personnel will have their curriculum vitae available for inspection when present at a Conoco facility.

1.4. Health agrees that, during all times of operation, the vans used to conduct the examinations required herein shall be staffed by at least one individual currently certified in cardiopulmonary resuscitation.

1.5. Conoco and Health shall mutually agree on a minimum guarantee for each testing location at least 90 days prior to the date Health is required to perform the tests referred to herein at each such location. As consideration for the services rendered by Health in accordance with this Agreement, Conoco shall pay Health for each location tested the greater of: (a) the minimum guarantee or (b) the charges specified in Appendix A. Absent such an agreed on minimum guarantee, Health and Conoco shall have no obligation as to the tests to be performed at such locations.

1.6. Should Conoco at any time subsequent to 90 days before Health is scheduled to perform tests at a scheduled location, desire to cancel or postpone the tests referred to

herein, then Conoco shall pay Health a fraction of the minimum assured revenue (as defined in Appendix A) computed as follows: (a) one-third of the minimum assured revenue if Health is so notified at least 61 days prior to the scheduled date; (b) two-thirds of the minimum assured revenue if Health is so notified at least 31 days prior to the scheduled date and (c) all of the minimum assured revenue if Health is notified less than 31 days prior to the scheduled date. In the event of cancellation, Health shall make all reasonable efforts to schedule other clients for the time originally scheduled for Conoco. If alternate scheduling is obtained, Conoco shall be relieved of its payment obligations under this paragraph.

RECORDS AND REPORTS

2.1. The results of all data generated in the performance of tests and examinations hereunder, together with any supplementary data provided by Conoco from time to time, shall be promptly recorded and maintained by Health in a manner, to include both a primary system and a back-up system, whereby all said data and supplementary data may be promptly reproduced upon Conoco's election and demand in either machine-readable form or human-readable form (hereinafter referred to as "Conoco Records") if technically possible.

2.2. Health's obligation to maintain Conoco Records as specified above shall continue in effect and until one year after termination of this Agreement.

2.3. Conoco shall have the right, from time to time and at reasonable times and places, to audit at its own expense at Health's offices any and all Conoco Records maintained by Health.

2.4. Individual test reports utilizing Conoco Records shall be submitted by Health to Conoco within approximately three weeks following conclusion of all testing and examinations at each specified location. In the event that there are errors in the data presented to Conoco, Health may retest and shall change its records to reflect the correct data at no additional cost to Conoco. In the event that Health declines to retest, Conoco shall deduct the charges for the tests in question from payments made to Health.

2.5. All electrocardiogram and X-ray data generated in the performance of tests and examinations hereunder shall be transmitted to Conoco within one month following transmittal to Conoco of the reports specified in 2.4 above. If technically available, primary recording forms shall be forwarded to Conoco within one month of request for same by Conoco.

2.6. If, during the performance of testing and examinations hereunder by Health, any abnormality concerning an employee's health should be encountered which is designated an emergency situation, Health shall immediately notify Conoco of such abnormality. Health and Conoco shall agree upon those medical instances in which Health shall notify Conoco by telephone as soon as the data warranting such notification is received by Health. The criteria for designating an emergency situation shall be provided by Health to Conoco.

2.7. Except as provided in 2.8, 3.1, 3.2, and 5.1, herein, all record keeping and reporting services provided by Health are included within the charges payable by Conoco to Health pursuant to Appendix A of this Agreement; provided, however, that services related to any request by Conoco that Health record supplementary data provided by Conoco shall be additionally charged to Conoco at reasonable rates mutually determined by Conoco and Health.

2.8. Should Conoco request reports in addition to those which Health must provide under this Agreement, Health shall provide such reports for a mutually agreed upon fee.

RIGHT TO OBTAIN DATA RECORDS

3.1. At the request of Conoco, which may be made at any time prior to and up to one (1) year after termination of this Agreement, Health agrees to provide Conoco copies of any or all Conoco Records recorded and maintained by Health in either machine-readable form or human-readable form if technically feasible at Conoco's election.

3.2. Conoco agrees to pay Health all charges associated with such services which charges shall be mutually determined by Conoco and Health.

OPTION TO OBTAIN SOFTWARE LICENSE

4.1. To the extent that Health has the right to make such grant and transfer, Health hereby grants to Conoco an option, exercisable at any time prior to six (6) months following termination of this Agreement, to either purchase or obtain a license for the use of, at Conoco's election, any and all software programs and associated documentation then being utilized by Health to process the primary recording forms in performing services relating to recording, maintaining, and rendering of reports on all data and supplementary data as described herein. Conoco agrees: to treat such information

CONFIDENTIALITY

5.1. All information, including, without limitation, information relating to Conoco's organization, personnel, business activities, policies, processes, production, research and development, and products, which Health may acquire as a result of or in connection with the performance of services under this Agreement, together with all information, data, ideas, reports, and other material which is generated or prepared by Health or provided to Health by Conoco under this Agreement (all of which is collectively referred to as "Confidential Information"), shall be held in confidence at all times by Health and not disclosed to any third party nor used by Health for any purpose other than in providing, services to Conoco hereunder, without Conoco's prior written consent, which shall not be unreasonably withheld. Conoco shall pay Health for treating and maintaining the Confidential Information separately at a fee of \$1,000 per year.

5.2. The obligations of Health provided above shall not apply to any Confidential Information which (a) is already in Health's possession prior to the date of this Agreement, (b) is or hereafter becomes part of the public domain through no fault of Health, (c) is furnished to Health by a third party as a matter of right without restriction on disclosure, or (d) is specifically required by subpoena or court order.

5.3. Notwithstanding such obligations, Health may provide certain samples and specimens and identification information associated therewith, which form part of Confidential Information, to Metpath Laboratories for the sole purpose of conducting specific laboratory analyses of such samples and specimens provided that Health first obtains the agreement of Metpath Laboratories to maintain such samples and specimens and the resulting analytical results in confidence.

GENERAL

6.1. Scheduling of employees to participate in the health testing program shall be the joint responsibility of Conoco and Health and shall be performed in a manner satisfactory to both. Any deviation from any scheduled testing date shall be approved in advance by Conoco and Health. In the event employees desiring participation are not scheduled for reasons beyond the control of Health or Conoco, subsequent testing and examinations may be provided in a manner satisfactory to Health and Conoco.

6.2 Health shall invoice Conoco for all amounts due, and Conoco shall make payment within 30 days from receipt of the invoice, except for any disputed amounts. Amounts

questioned by Conoco will not delay payment of any nondisputed invoiced amounts. Invoices will be accompanied by supporting documentation of individual employees screened. Invoices shall be sent to the Plant Safety Director of each testing location with a copy to the Manager of Biomedical and Environmental Affairs.

6.3. Health shall obtain and maintain in force during the term of this Agreement and until the completion of any services rendered pursuant to this Agreement, if later, the minimum insurance coverages set forth in Appendix D attached hereto. Health shall furnish Conoco with proof of such coverage acceptable to Conoco. Such proof shall indicate that the insurance will not be cancelled or materially altered without ten days advance written notice to Conoco.

6.4. Health shall be an independent contractor with respect to all work done and services performed hereunder. The supervision and direction of Health's employees shall at all times be under the exclusive management and control of Health and neither Health nor anyone used or employed by Health shall be the agent, servant, or representative of Conoco for any purposes whatsoever.

6.5. Health shall pay all taxes properly assessed against Health in connection with the work done and services performed under this contract including but not limited to all taxes and related fines, penalties, and interest thereon properly assessed or levied against or on account of wages, salaries or other benefits paid to Health's employees or employees of its agents or subcontractors and all taxes properly assessed or levied against or on account of any property or equipment of Health. Health further agrees to indemnify and hold Conoco safe and harmless against any such taxes and related fines, penalties, and interest thereon assessed or levied against Conoco as a result of Health's nonpayment or which properly should have been assessed or levied against Health.

6.6. Health hereby covenants and agrees to indemnify and hold harmless Conoco, its affiliates, and their directors, officers, employees, and agents, from and against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the rendering of services by Health under this Agreement, or resulting from any negligent act or omission by Health, its agents, or employees. Legal counsel utilized pursuant to this paragraph shall be acceptable to Conoco and Health.

6.7. Promptly after receipt by Conoco, its affiliates, or their directors, officers, employees or agents of notice of the commencement of any action, suit or proceeding, if a claim in respect thereof is to be made against Health under Section 6.6, Conoco shall notify Health in writing in a timely manner of the commencement thereof. Once Health is so notified, it shall be entitled to participate in such action, suit or proceeding, and, to the extent that it shall wish to assume the defense thereof. Should Health elect to assume such defense and pay its attorneys directly, Health shall not be liable to any indemnified party under Section 6.6 for any legal or other expenses subsequently incurred by such indemnified parties in connection with the defense thereof. No settlement, compromise or other disposition of any such action, suit or proceeding shall be agreed upon by any indemnified party under Section 6.6 without the express written approval of Health.

6.8. Conoco hereby covenants and agrees to indemnify harmless ~~and~~ *REJ* Health, its directors, officers, employees, and agents, from and against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, resulting from any negligent act or omission by Conoco, its agents or employees. Legal counsel utilized pursuant to this paragraph shall be acceptable to Health and Conoco.

6.9. Promptly after receipt by Health, its affiliates, or their directors, officers, employees or agents of notice of the commencement of any action, suit or proceeding, if a claim in respect thereof is to be made against Conoco under Section 6.8, Health shall notify Conoco in writing in a timely manner of the commencement thereof. Once Conoco is so notified, it shall be entitled to participate in such action, suit or proceeding, and, to the extent that it shall wish to assume the defense thereof. Should Conoco elect to assume such defense and pay its attorneys directly, Conoco shall not be liable to any indemnified party under Section 6.8 for any legal or other expenses subsequently incurred by such indemnified parties in connection with the defense thereof. No settlement, compromise or other disposition of any such action, suit or proceeding shall be agreed upon by any indemnified party under Section 6.8 without the express written approval of Conoco.

6.10. The term of this Agreement shall be for a period of one year beginning on November 1, 1980; provided, however, that this Agreement shall automatically be renewed for successive one year terms unless either party gives notice to the other of its intention to terminate this Agreement at the expiration of any one year term, which notice must be given at least 90 days prior to the expiration of said

one year term, and further provided that Health may change the applicable price schedules for any renewal term by providing to Conoco a copy of the new price schedules to go into effect with respect to the renewal period at least 90 days prior to the expiration of the current one year term. Notwithstanding the foregoing, either party may terminate this Agreement upon 90 days written notice to the other in the event of failure of a party to perform its obligations hereunder in a manner satisfactory to the other party.

6.11. Health agrees that all examinations, laboratory work, and other services rendered pursuant to this Agreement shall be in compliance with all rules and regulations promulgated under the Occupational Safety and Health Act of 1970, or any successor legislation. Health further warrants that its performance herein shall conform to all other applicable licensure law, rules, statutes, regulations, codes, orders, and ordinances, whether federal, state, or local in nature. Further, all equipment used by Health in the performance of examinations, laboratory work, and other services rendered pursuant to this Agreement shall comply with all applicable federal, state, and local standards relating to such equipment. All calibrated electronic equipment shall have current certificates of calibration in accordance with ANSI standards.

6.12. Regardless of any provisions herein to the contrary, neither party shall be liable to the other for failure or delay in performance of this Agreement to the extent that the failure or delay is due to force majeure, including but not limited to war, fire, flood, lightning, earthquake, storm, strike by a national labor union against Conoco and others, civil disturbances, governmental order or directive, or any other material occurrence which is unforeseen and uncontrolled by the party affected and which prevents its performance.

6.13. Conoco may at any time suspend the work under this Agreement or any part thereof if performance of same by Health of an unsatisfactory nature. Conoco shall advise Health of reasons for the work being considered unsatisfactory prior to suspension. Health may correct those points immediately; if there is no immediate correction, Conoco shall give notice in writing to Health that the work is suspended. All work so suspended shall be resumed by Health at a time agreed upon by Conoco and Health in writing.

6.14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to the parties at the following

respective addresses, or at such other addresses as may be designated in writing from time to time by either party to the other:

To Conoco: Medical Director
 Medical Division
 Conoco Inc.
 P. O. Box 1267
 Ponca City, Oklahoma 74601

and

Manager of Biomedical and
Environmental Affairs
Conoco Chemicals Company
P. O. Box 2197
Houston, Texas 77001

To Health: Mr. Edgar R. Berner
 Health Examinetics, Inc.
 709 Westchester Avenue
 White Plains, New York 10604

and

Thomas R. Berner, Esq.
230 Park Avenue
Suite 2600
New York, New York 10069

6.15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

6.16. This Agreement, in whole or in part, may not be assigned without the prior written consent of the other party. It is understood that Metpath Laboratories or another laboratory certified by the Center for Disease Control will provide the laboratory testing facilities for all services performed hereunder.

6.17. This Agreement, including appendices, shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. This Agreement shall be binding on the parties and their successors. In the event that Health ceases providing services as described in this Agreement without a successor in provision of those services, then all Confidential Information as described herein shall be immediately forwarded to Conoco. Conoco hereby covenants and agrees to indemnify and hold harmless Health, its directors, officers, employees and agents, from and against any and all claims, demands, damages, costs and expenses, including reasonable attorneys' fees for the defense thereof, resulting from Conoco's failure to maintain such forwarded Confidential Information for the period of time required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

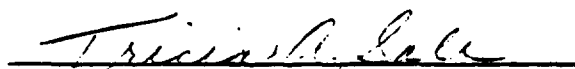
ATTEST:

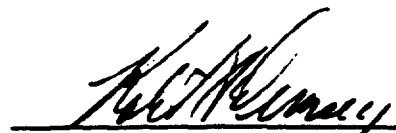
CONOCO INC.


Assistant Secretary

By 
Vice President
Conoco Chemicals Company
A Division of Conoco Inc.
HEALTH EXAMINETICS, INC.

ATTEST:


Secretary

By 
Executive Vice President

409h

APPENDIX A*
TESTING PANEL
(\$75.00 Per Participant)

A. Medical History

General medical information acquired from employee; reviewed and analyzed by computer.

B. Supplementary History

Occupational, military service and exposure history. Three copies: two to Conoco and one kept at Health Examinetics.

C. Physiological Tests

Height and Weight
Blood Pressure
Vision
Tonometry
Audiometry
Electrocardiogram (12-lead; interpreted by Board certified cardiologist)
Chest X-ray (14" x 17" PA; interpreted by Board certified radiologist)
Spirometry (FVC, FEV₁)

D. Urinalysis

E. Blood Tests

Hematocrit
Hemoglobin
Red Blood Count
MCH
MCHC
White Blood Count

F. Blood Chemistries (To Metpath)

Calcium
Phosphorus
Urea Nitrogen (BUN)
Creatinine
BUN/Creatinine Ratio
Uric Acid
Glucose
Total Protein
Albumin
Albumin/Globulin Ratio
Total Bilirubin
Direct Bilirubin
SGOT
SGPT
Alkaline Phosphatase
LDH
Cholesterol
Iron
Sodium
Potassium
Chloride
GGTP

Additional costs and procedures to be done on all participants in conjunction with testing panel:

1. Differential -
additional charge: \$ 2.50 per
2. Microscopic analysis of urine -
additional charge: 2.88 per
3. Hemoccult Slide Test -
additional charge: 2.30 per

SUBTOTALS \$ 7.68 per

TOTAL PROFILE FEE PER PARTICIPANT \$82.68 per

*These charges are based on the assumption that on the average at each location at least fifty (50) individuals will be tested per day. Should fewer than fifty (50) individuals on the average be tested each day, the charges for the testing panel will be the minimum assured revenue (\$2,750), plus \$47.68 per participant.

DTH 000035856

APPENDIX B
OPTIONAL TESTS
(Upon request by Conoco)

- | | | |
|----|---|--------------------------|
| 1. | <u>Platelet and Reticulocyte Count</u> - \$4.00 per test; reasonable transportation costs charged to Conoco directly as incurred. Total fee per test: | \$ 8.00 |
| 2. | <u>Blood Lead Test:</u> | 13.35 |
| 3. | <u>Urine Phenol:</u> | 27.05 |
| 4. | <u>B reader Interpretation of chest films:</u> | 10.00 |
| 5. | <u>Computerization of the examining physician's report.</u> HEI will provide the form for the physical examination report for each employee. This will be completed by the examining physician and returned to HEI. HEI will then merge this report with the physiological data and return the computerized report to Conoco. | 10.00
7.50 |
- Handwritten initials and signature over the 7.50 line.*

APPENDIX C
VAN TESTING SCHEDULE

<u>Location</u>	<u>1981 Date</u>	<u>Approximate Number</u>
Lake Charles Chemical Plant Lake Charles, Louisiana	September	350
*Lake Charles VCM Plant Lake Charles, Louisiana	April	80
*Aberdeen Chemical Plant Aberdeen, Mississippi	February	130
OKC Chemical Plant Oklahoma City, Oklahoma	March, April, May	60
*Baltimore Chemical Plant Baltimore, Maryland	October-November	150
Newark-Pitt Consol Newark, N.J.	March, April, May	60
Hammond Chemical Plant Hammond, Indiana	May-September	30

* These plants will need certain testing done approximately six months after the initial van testing. The later testing will be limited in scope and require personnel and supplies only.

APPENDIX D
INSURANCE

During the term of agreement, Health will provide the following insurance coverage:

<u>Type of Coverage:</u>	<u>Limits:</u>
A. Worker's Compensation	Statutory
B. Liability -	
1. Bodily Injury	\$300,000 each occurrence
2. Property Damage	\$ 50,000 each occurrence
C. Professional Liability	\$1,000,000 each occurrence
D. Automobile Liability covering all Company-owned, leased, or rented vehicles	
1. Bodily Injury	\$250,000 per person/ \$500,000 each accident
2. Property Damage	\$100,000 each accident
E. Excess Liability (Excess of B and D above)	\$1,000,000 each occurrence