



~~CONFIDENTIAL~~ T88: RF

XF: VISTA

Interoffice Communication

To Distribution
From Tom Grumbles
Date March 27, 1984
Subject SUPPORT SERVICES AGREEMENT

Enclosed, for your information and distribution is the last draft of the Support Services Agreement, Exhibit 4.5, Medical Services.

Thomas G. Grumbles

ajo

Enclosure

Distribution:

Bob Seymour
Dr. Drumwright
Charlie Starks

VVV 000012400

EXHIBIT 4.5

MEDICAL SERVICES

I. Description of Services

A. Clinic Services

1. Lake Charles

Clinic Services will continue to be provided to Vista personnel in Lake Charles during the Primary Term of this Agreement. These services will be limited to (a) emergency medical treatment, (b) follow-up of job-related injuries, and (c) medical evaluations for administrative purposes. No physical exams other than preplacement exams will be included in this Agreement, except that medical exams started before the Closing Date, but not completed by the Closing Date, will be completed.

Services provided to Vista are also contingent upon the clinic remaining in operation.

Should circumstances, excluding Vista, warrant the closing of the clinic, there shall be no obligation to continue to provide services to Vista. However, in the event the clinic is to

VVV 000012401

Exhibit 4.5

1 B. Surveillance Exams

2 Conoco Medical will continue to provide support to
3 Vista in the review of surveillance exams scheduled
4 during the Primary Term of this Agreement. How-
5 ever, in the event Vista hires a medical director
6 (physician), Conoco medical will no longer be
7 obligated to provide support in this area.

8 C. Administrative Services

9 Medical will provide for consultation and review in
10 matters of occupational health, as appropriate, for
11 the Primary Term of this Agreement.

12 D. Medical Records

13 Medical records of Vista employees will be main-
14 tained by Conoco Medical during the Primary Term,
15 except to the extent required to transfer such
16 medical records to Vista. The transfer of such
17 medical records shall be completed by the end of
18 the Primary Term and such medical records shall be
19 sent to the location designated in writing by Vista
20 (after receipt by Conoco Medical from Vista of a
21 manifest of all said employees). The transfer of
22 records shall be handled in a manner which will
23 insure the maintenance of confidentiality.

VVV 000012403

1 be closed, Conoco shall give Vista a minimum
2 of thirty days notice of said closing.

3 Conoco Medical Division guidelines will be
4 maintained during the Primary Term of this
5 Agreement.

6 2. Ponca City
7 Clinic services consisting of (a) emergency
8 medical treatment, (b) follow-up treatment of
9 job-related injuries, and (c) medical evalua-
10 tions for administrative purposes will con-
11 tinue to be provided during normal working
12 hours to Vista personnel in Ponca City during
13 the Primary Term of this Agreement. In
14 addition to clinic services, the Medical
15 Division clinic will continue to provide
16 preplacement, periodic, and special examina-
17 tions to Vista. Current Medical Division
18 guidelines will be maintained during the
19 Primary Term of this Agreement or until other-
20 wise instructed by Vista.

VVV 000012402

1 E. Industrial Hygiene/Toxicology Services

2 Conoco Medical agrees to provide Vista with certain
3 toxicological consultations up to 20 hours per
4 month. These consultations shall not include
5 travel to any society or agency or other meetings
6 without prior approval of the Manager - Medical
7 Division or his designee. Industrial Hygiene
8 services will continue to be provided, as re-
9 quested, to Vista.

10 F. Health Education and Rehabilitation Services

11 Services which will be provided to Vista during the
12 period of this Agreement include consultation on
13 Drugs and Alcohol Abuse, Stress Management, Smoking
14 Cessation, and C.P.R. and First Aid Training.
15 Services also include consultations to Vista
16 managers and employees about workplace problems and
17 personal crises. Conoco agrees to keep the Medical
18 Director for Vista informed of any services pro-
19 vided to Vista in these areas.

20 G. Health Information Surveillance System

21 Conoco agrees to load all Industrial Hygiene
22 monitoring data currently in Conoco Chemicals

VVV 000012404

1 computerized data base into HISS and, on comple-
2 tion, provide one complete set of reports to Vista
3 from the HISS Industrial Hygiene Module. No other
4 services utilizing Conoco's Health Information
5 Surveillance System will be provided.

6 H. Epidemiologic-Services

7 Epidemiologic services will be provided, as re-
8 quested, to Vista during the Primary Term of this
9 Agreement.

10 I. Medical Reference Documents

11 During the Primary Term of this Agreement, the
12 Medical Division shall continue to furnish updates
13 on the Medical Division Policies and Procedures
14 Guides, as well as all Industrial Hygiene Pro-
15 cedures Guides for those Vista employees on record
16 as having such documents. Vista shall have the
17 right at its sole risk to use the documents. After
18 termination of this Agreement, updates will not be
19 provided by Conoco.

VVV 000012405

1 II. Description of Compensation

2 A. Administrative/Health Maintenance Costs

3 Administrative costs incurred by Conoco Medical
4 will be charged to Vista based on the ratio of
5 Vista employees to the total employees (for Vista
6 and Conoco, excluding Consol) times the total
7 administrative cost. The month-end Corporate
8 Personnel Services employee counts will be utilized
9 to determine numbers of Vista and Conoco employees.
10 Administrative cost consists of: All of Sections
11 500, Administrative, and 520, Health Services-
12 Administrative; one physician and clerical support
13 plus related expenses from Section 540, Medical
14 Operations Support. These sections are those set
15 out in Controller's Department, Financial Account-
16 ing Division, Bulletin No. 29, dated December 17,
17 1982. Other costs to be charged to Vista but not
18 included here are listed in the following sections.

19 B. Clinic Costs

20 1. Lake Charles

21 Clinic services provided to Vista, as de-
22 scribed in Section I.A.1. will be provided on
23 a fee for service basis. These fees will be
24 competitive with those in the local medical

vvv 000012406

1 560 of Controller's Bulletin No. 29 as de-
2 scribed in Section A. above) plus depreciation
3 and amortization of equipment for that month.

4 C. Industrial Hygiene/Toxicology

5 1. Industrial Hygiene

6 Charges for industrial hygiene services
7 requested by Vista shall consist of the
8 following:

9 a. Personnel

10 The total man-hours expended by Indus-
11 trial Hygiene personnel (including travel
12 time during normal working hours) on
13 Vista support will be charged to Vista at
14 a rate of \$40./man-hour.

15 b. Travel and Subsistence

16 Vista will be charged for the actual cost
17 of travel and subsistence expenses
18 incurred in connection with Industrial
19 Hygiene services provided to Vista. Use
20 of Conoco or personal vehicles shall be
21 reimbursed at the rate Conoco reimburses

VVV 000012408

1 community. The following schedule is repre-
2 sentative of charges for such services ren-
3 dered, but is not meant to be all inclusive:

4 LAKE CHARLES CLINIC FEES FOR SERVICES

5	<u>SERVICE</u>	<u>CHARGE</u>
6	CBC	\$ 17.00
7	Urinalysis	11.00
8	Blood Chemistry (Chem 18 or 20)	41.00
9	Special Blood Chemistries (HDL)	23.00
10	Chest X-ray	38.50
11	Treadmill	172.00
12	EKG	45.00
13	Dictated & Transcribed History &	
14	Physical Report	80.00
15	Office Visit	35.00
16	Preplacement Exam (excluding	
17	report & special testing)	100.00

18 2. Ponca City
19 Vista's share of monthly clinic costs during
20 the Primary Term period will be determined by
21 the ratio of Vista employees to total of
22 Conoco and Vista employees at Ponca City times
23 the clinic cost (see Sections 545, 550, and

VVV 000012407

1 its employees for use of personal ve-
2 hicles.

3 2. Toxicology

4 Toxicology services will be provided by Conoco
5 as provided in Section I.E. of this Exhibit
6 and at a rate of \$100/man-hour. Should travel
7 be approved in connection with toxicology
8 services, then expenses will be as described
9 in Section II.C.1.b.

10 D. Health Education and Rehabilitation

11 Services provided to Vista in this area (services
12 including, but not limited to, C.P.R./First Aid
13 Training, Stress Management, Alcohol and Drug
14 Abuse, Smoking Cessation, Counseling to Management
15 and Employees) shall be billed at \$40/man-hour plus
16 expenses as outlined in Section II.C.1.b of this
17 Exhibit.

18 E. Health Information Surveillance System

19 There will be no charge for providing the one-time
20 set of reports to Vista from the HISS Industrial
21 Hygiene Module. Conoco also agrees during the
22 Primary Term of this Agreement to run ad hoc

VVV 000012409

1 queries against the chemicals data contained in
2 HISS (limited to queries against data from opera-
3 tions sold to Vista only) at a cost of \$40/hr, plus
4 computer charges.

5 F. Epidemiologic Services

6 1. Personnel

7 The total man-hours expended on Epidemiologic
8 Services by HISS personnel (including travel
9 time during normal working hours) on Vista
10 support will be charged to Vista at the rate
11 of \$100/man-hour.

12 2. Travel and Subsistence

13 Travel and Subsistence will be charged to
14 Vista as described for the Industrial Hygiene/
15 Toxicology in Section II.C.1.b of this Ex-
16 hibit.

17 3. Computer Charges

18 Any computer charges incurred for data analy-
19 sis will be charged to Vista at the actual
20 cost billed by Computer and Telecommunications
21 Services.

VVV 000012410

1 G. Access to Hazardline

2 Requests for Hazardline information will be billed
3 to Vista at the rate of \$40./man-hour for the time
4 spent by HISS personnel in accessing the Hazardline
5 System, plus the charge of \$120./per connect-hour
6 charged to Conoco by Occupational Health Services
7 Inc., for access to the Hazardline System on behalf
8 of Vista.

9 H. Transfer of Medical Records

10 Medical records of Vista employees will be de-
11 livered to Vista in accordance with Section
12 I.D. above, after microfilming by Conoco. Vista
13 and Conoco will share equally the expense for
14 reproduction of all medical records, including
15 X-rays.

16 I. X-rays

17 Conoco shall retain the original X-rays of all
18 Vista employees formerly employed by Conoco.
19 Conoco will provide a copy of the last chest X-ray
20 on each such Vista employee plus access to any
21 previous X-ray of such Vista employees as desired
22 by Vista. Vista Chemical will provide a list of
23 those employees on whom they wish copies of X-rays.

VVV 000012411

- 1 Cost of X-ray copies will be \$15 per X-ray, in-
- 2 cluding administrative cost.

VVV 000012412