

APPENDIX M

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NORMAN, EMPLOYER

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2067

The City of Norman (the City) and the International Association of Fire Fighters, Local 2067 (the IAFF) and collectively, “the Parties”, have had discussions and negotiations concerning resolution of the FY 2011/2012 (FYE 12) collective bargaining agreement (CBA) The Parties have reached a tentative agreement subject to approval of the IAFF membership and approval by the City, based on changes agreed to and known to the parties and set forth in an FYE 12 CBA settlement summary document.

As a part of this tentative agreement, the City and the IAFF have agreed to certain provisions of a new “Wellness Program” that will be implemented within this agreement that involves confidential medical testing designed to increase plan participant awareness regarding their health and the risk factors that may influence their future health.

The Parties agree that this MOU and the Wellness Program provisions attached are set forth based on the mutual efforts of the parties to provide greater clarification of these Wellness Program testing processes and shall be considered to be part of the FYE 12 collective bargaining agreement.

The Parties agree that this MOU and the provisions attached are set forth based on the mutual efforts of the parties to reach a fair and good faith settlement of the FYE 12 CBA.

The parties have executed this Memorandum of Understanding effective as of the date signed below.

City Representative

IAFF President

Date

Date

APPENDIX M-1

City of Norman/IAFF Wellness Program- Memorandum of Understanding

For Plan Year 2012, the Parties will implement two new features designed to increase plan participant awareness regarding their health and the risk factors that may influence their future health. The purpose of this annual risk factor analysis is to improve employee health awareness, allow employees to avoid significant health issues by taking appropriate preventative intervention measures and therefore promote health, save lives and decrease the financial impacts of major illness on the City's insurance plan. The following program components will be included within this Wellness Program effort:

1. A Wellness Program Provider (Provider) shall be contractually established by the City based on recommendation of the Medical Insurance Plan consultant.
2. A personalized Health Risk Assessment questionnaire is to be completed by each employee and (insurance program) covered spouse who elects to participate in the Wellness Program, on an annual basis. The questionnaire can be completed on line or by hard copy. The member provides or sends the questionnaire directly to the Wellness Program Provider.
3. The information compiled within this Health Risk Assessment and the biometric screening will be strictly confidentially maintained between the plan member (employee or spouse) and the Provider. The information obtained through the assessment shall not be made available to any other person or organization, including the employee or employee's spouse's own personal medical provider, or City without written direction and approval of the employee or employee's spouse. The information will also be maintained and only utilized in compliance with Federal HIPAA (privacy) and GINA (genetic information protection) laws.
4. After the annual assessment is completed by the employee or spouse, the information is analyzed by the Provider and a "personalized risk assessment report" that evaluates their health and identifies health risks is sent to the member's mailing address. This information is sent only to the employee or spouse. A wellness action plan related to these specific needs and goals is included within this report that includes any appropriate disease management recommendations.
5. A Biometric Screening process will also be conducted with each participating member annually. This screening process will include a blood test (drawn or finger prick), a blood pressure test and a waist measurement.
6. Those who receive biometric screenings will receive a confidential personalized report of the results. Only the employee or spouse shall receive the results. The

blood test will be utilized to check for only the following: diabetes risk factors through a hemoglobin test, high cholesterol through an LDL cholesterol test and tobacco usage through a nicotine test.

7. The Biometric Screenings will be conducted on-site at City facilities for the employee and their spouse. Employees shall be allowed to use paid work time during their normal shifts to participate in on-site screenings. A nurse will be present to administer these screenings. Plan participants will not incur any Wellness program related costs if participating in and using the on-site screening processes.
8. As an alternative, an employee or their spouse may choose to have the blood pressure, waist circumference and blood test performed through their personal physician who must then provide a confidential written report to the Provider. Employees shall be responsible for insuring that their physician completes the appropriate form and returns it to the Provider in a timely manner. Failure to return the form may result in non-participation fee until such time as the forms are received. The employee can use any available leave accruals if they choose to use their personal physician. There shall be no co-pay for these services or the report. In addition, this testing shall not substitute for the annual no cost physical each employee is entitled to under the Insurance Plan.
9. An employee and/or spouse who chooses to not participate in the Health Risk Assessment and biometric screening shall pay an additional twenty five dollars (\$25) per individual per pay period collected with regular premium costs to the medical plan (for a total of fifty dollars per pay period for a non-participating employee and spouse) for a maximum of \$50 per month per person.
10. Employees and spouses shall be provided a twenty (20) day window to complete the annual assessment and testing noted in 8 above, after the last Provider on-site screening is made available to all IAFF employees. If the employee or spouse has not completed the assessment and testing by the end of the twenty (20) day window then the non-participation fees may be implemented beginning January 1 or with the next pay period, whichever is later.
11. The Wellness Program shall be administered and managed in compliance with HIPAA and GINA regulations.