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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2022 through June 30, 2025

Period One means the period July 1, 2022 through June 30, 2023

Period Two means the period July 1, 2023 through June 30, 2024

Period Three means the period July 1, 2024 through June 30, 2025

**Maximum Obligation:**

Period One Maximum Obligation: \$ 450,000

Period Two Maximum Obligation: 450,000

Period Three Maximum Obligation: 450,000

TOTAL MAXIMUM OBLIGATION: \$1,350,000

**Basis for Reimbursement:** Negotiated Rate

**Payment Method:** Fee-for-Service, In Arrears

**CONTRACTOR DUNS Number:** 06-642-2172

**CONTRACTOR TAX ID Number:** 27-1504911

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637

**CONTRACTOR:** MemorialCare Medical Foundation  
17360 Brookhurst Street  
Fountain Valley, CA 92708-3720  
Attention: Hannah Baker, Vice President, Payor Contracting  
Email: [HBaker@memorialcare.org](mailto:HBaker@memorialcare.org)

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

|    |     |  |
|----|-----|--|
| 1  |     |  |
| 2  |     |  |
| 3  |     |  |
| 4  | A.  | AA Alcoholics Anonymous  |
| 5  | B.  | AB 109 Assembly Bill 109, 2011 Public Safety Realignment                   |
| 6  | C.  | ABC Allied Behavioral Care   |
| 7  | D.  | ACH Acute Care Hospital  |
| 8  | E.  | ADAS Alcohol and Drug Abuse Services                                       |
| 9  | F.  | ADL Activities of Daily Living   |
| 10 | G.  | ADP Alcohol and Drug Program   |
| 11 | H.  | AES Advanced Encryption Standard   |
| 12 | I.  | AFLP Adolescent Family Life Program  |
| 13 | J.  | AIDS Acquired Immune Deficiency Syndrome                                   |
| 14 | K.  | AIM Access for Infants and Mothers   |
| 15 | L.  | AMHS Adult Mental Health Services  |
| 16 | M.  | ARRA American Recovery and Reinvestment Act of 2009                        |
| 17 | N.  | ASAM PPC American Society of Addiction Medicine Patient Placement Criteria |
| 18 | O.  | ASI Addiction Severity Index   |
| 19 | P.  | ASIST Applied Suicide Intervention Skills Training                         |
| 20 | Q.  | ASO Administrative Services Organization                                   |
| 21 | R.  | ASRS Alcohol and Drug Programs Reporting System                            |
| 22 | S.  | BBS Board of Behavioral Sciences   |
| 23 | T.  | BCP Business Continuity Plan   |
| 24 | U.  | BH Base Hospital   |
| 25 | V.  | BHS Behavioral Health Services   |
| 26 | W.  | CalOMS California Outcomes Measurement System                              |
| 27 | X.  | CalWORKs California Work Opportunity and Responsibility for Kids           |
| 28 | Y.  | CAP Corrective Action Plan   |
| 29 | Z.  | CAT Centralized Assessment Team  |
| 30 | AA. | CCC California Civil Code  |
| 31 | AB. | CCLD (California) Community Care Licensing Division                        |
| 32 | AC. | CCR California Code of Regulations   |
| 33 | AD. | CDCR California Department of Corrections and Rehabilitation               |
| 34 | AE. | CDSS California Department of Social Services                              |
| 35 | AF. | CER Children's Emergency Receiving Center                                  |
| 36 | AG. | CESI Client Evaluation of Self at Intake                                   |
| 37 | AH. | CEST Client Evaluation of Self and Treatment                               |

|    |     |        |  |
|----|-----|--------|--|
| 1  | AI. | CFDA   | Catalog of Federal Domestic Assistance                             |
| 2  | AJ. | CFR    | Code of Federal Regulations  |
| 3  | AK. | CHDP   | Child Health and Disability Prevention                             |
| 4  | AL. | CHHS   | California Health and Human Services Agency                        |
| 5  | AM. | CHPP   | COUNTY HIPAA Policies and Procedures                               |
| 6  | AN. | CHS    | Correctional Health Services                                       |
| 7  | AO. | CIPA   | California Information Practices Act                               |
| 8  | AP. | CMPPA  | Computer Matching and Privacy Protection Act                       |
| 9  | AQ. | COI    | Certificate of Insurance   |
| 10 | AR. | CPA    | Certified Public Accountant  |
| 11 | AS. | CSI    | Client and Services Information                                    |
| 12 | AT. | CSW    | Clinical Social Worker   |
| 13 | AU. | CYBHS  | Children and Youth Behavioral Health Services                      |
| 14 | AV. | D/MC   | Drug/Medi-Cal  |
| 15 | AW. | DATAR  | Drug Abuse Treatment Access Report                                 |
| 16 | AX. | DCR    | Data Collection and Reporting                                      |
| 17 | AY. | DD     | Dually Diagnosed   |
| 18 | AZ. | DEA    | Drug Enforcement Agency  |
| 19 | BA. | DHCS   | California Department of Health Care Services                      |
| 20 | BB. | DMV    | California Department of Motor Vehicles                            |
| 21 | BC. | DoD    | US Department of Defense   |
| 22 | BD. | DPFS   | Drug Program Fiscal Systems  |
| 23 | BE. | DRC    | Probation's Day Reporting Center                                   |
| 24 | BF. | DRP    | Disaster Recovery Plan   |
| 25 | BG. | DRS    | Designated Record Set  |
| 26 | BH. | DSM    | Diagnostic and Statistical Manual of Mental Disorders              |
| 27 | BI. | DSM-IV | Diagnostic and Statistical Manual of Mental Disorders. 4th Edition |
| 28 | BJ. | DSM-V  | Diagnostic and Statistical Manual of Mental Disorders. 5th Edition |
| 29 | BK. | EBP    | Evidence-Based Practice  |
| 30 | BL. | EDN    | Electronic Disease Notification System                             |
| 31 | BM. | EEOC   | Equal Employment Opportunity Commission                            |
| 32 | BN. | EF     | Encounter Form   |
| 33 | BO. | EHR    | Electronic Health Records  |
| 34 | BP. | EOC    | Equal Opportunity Clause   |
| 35 | BQ. | ePHI   | Electronic Protected Health Information                            |
| 36 | BR. | EPSDT  | Early and Periodic Screening, Diagnosis, and Treatment             |
| 37 | BS. | ERC    | Emergency Receiving Center   |

|    |     |        |   |
|----|-----|--------|---|
| 1  | BT. | ETF    | Electronic Transmittal Form   |
| 2  | BU. | FFS    | Fee For service   |
| 3  | BV. | FIPS   | Federal Information Processing Standards                            |
| 4  | BW. | FQHC   | Federally Qualified Health Center                                   |
| 5  | BX. | FSP    | Full Service Partnership  |
| 6  | BY. | FTE    | Full Time Equivalent  |
| 7  | BZ. | GAAP   | Generally Accepted Accounting Principles                            |
| 8  | CA. | HAB    | Federal HIV/AIDS Bureau   |
| 9  | CB. | HCA    | County of Orange Health Care Agency                                 |
| 10 | CC. | HHS    | Federal Health and Human Services Agency                            |
| 11 | CD. | HIPAA  | Health Insurance Portability and Accountability Act of 1996,        |
| 12 |     |        | Public Law 104-191  |
| 13 | CE. | HITECH | Health Information Technology for Economic and Clinical Health Act, |
| 14 |     |        | Public Law 111-005  |
| 15 | CF. | HIV    | Human Immunodeficiency Virus  |
| 16 | CG. | HRSA   | Federal Health Resources and Services Administration                |
| 17 | CH. | HSC    | California Health and Safety Code                                   |
| 18 | CI. | IBNR   | Incurred But Not Reported   |
| 19 | CJ. | ID     | Identification  |
| 20 | CK. | IEA    | Information Exchange Agreement                                      |
| 21 | CL. | IMD    | Institute for Mental Disease  |
| 22 | CM. | IOM    | Institute of Medicine   |
| 23 | CN. | IRIS   | Integrated Records and Information System                           |
| 24 | CO. | ISO    | Insurance Services Office   |
| 25 | CP. | ITC    | Indigent Trauma Care  |
| 26 | CQ. | LCSW   | Licensed Clinical Social Worker                                     |
| 27 | CR. | LGBTQI | Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex      |
| 28 | CS. | LPS    | Lanterman/Petris/Short (Act)  |
| 29 | CT. | LPT    | Licensed Psychiatric Technician                                     |
| 30 | CU. | MAT    | Medication Assisted Treatment                                       |
| 31 | CV. | MEDS   | Medi-Cal Eligibility Determination System                           |
| 32 | CW. | MFT    | Marriage and Family Therapist                                       |
| 33 | CX. | MH     | Mental Health   |
| 34 | CY. | MHIS   | Mental Health Inpatient Services                                    |
| 35 | CZ. | MHP    | Mental Health Plan  |
| 36 | DA. | MHRC   | Mental Health Rehabilitation Centers                                |
| 37 | DB. | MHS    | Mental Health Specialist  |

|    |     |         |   |
|----|-----|---------|---|
| 1  | DC. | MHSA    | Mental Health Services Act                              |
| 2  | DD. | MIHS    | Medical and Institutional Health Services               |
| 3  | DE. | MORS    | Milestones of Recovery Scale                            |
| 4  | DF. | MS      | Mandatory Supervision                                   |
| 5  | DG. | MSN     | Medical Safety Net                                      |
| 6  | DH. | MTP     | Master Treatment Plan                                   |
| 7  | DI. | NA      | Narcotics Anonymous                                     |
| 8  | DJ. | NIAT    | Network Improvement of Addiction Treatment              |
| 9  | DK. | NIH     | National Institutes of Health                           |
| 10 | DL. | NIST    | National Institute of Standards and Technology          |
| 11 | DM. | NOA     | Notice of Action  |
| 12 | DN. | NP      | Nurse Practitioner                                      |
| 13 | DO. | NPDB    | National Provider Data Bank                             |
| 14 | DP. | NPI     | National Provider Identifier                            |
| 15 | DQ. | NPP     | Notice of Privacy Practices                             |
| 16 | DR. | NPPES   | National Plan and Provider Enumeration System           |
| 17 | DS. | OCEMS   | Orange County Emergency Medical Services                |
| 18 | DT. | OCJS    | Orange County Jail System                               |
| 19 | DU. | OC-MEDS | Orange County Medical Emergency Data System             |
| 20 | DV. | OCPD    | Orange County Probation Department                      |
| 21 | DW. | OCR     | Federal Office for Civil Rights                         |
| 22 | DX. | OCSD    | Orange County Sheriff's Department                      |
| 23 | DY. | OIG     | Federal Office of Inspector General                     |
| 24 | DZ. | OMB     | Federal Office of Management and Budget                 |
| 25 | EA. | OPM     | Federal Office of Personnel Management                  |
| 26 | EB. | ORR     | Federal Office of Refugee Resettlement                  |
| 27 | EC. | P&P     | Policy and Procedure                                    |
| 28 | ED. | PA      | Physician Assistant                                     |
| 29 | EE. | PA DSS  | Payment Application Data Security Standard              |
| 30 | EF. | PAF     | Partnership Assessment Form                             |
| 31 | EG. | PAR     | Prior Authorization Request                             |
| 32 | EH. | PATH    | Projects for Assistance in Transition from Homelessness |
| 33 | EI. | PBM     | Pharmaceutical Benefits Management                      |
| 34 | EJ. | PC      | California Penal Code                                   |
| 35 | EK. | PCI DSS | Payment Card Industry Data Security Standards           |
| 36 | EL. | PCP     | Primary Care Provider                                   |
| 37 | EM. | PCS     | Post-Release Community Supervision                      |



|    |     |          |  |
|----|-----|----------|--|
| 1  | EN. | PHI      | Protected Health Information                                 |
| 2  | EO. | PI       | Personal Information   |
| 3  | EP. | PII      | Personally Identifiable Information                          |
| 4  | EQ. | PRA      | California Public Records Act                                |
| 5  | ER. | PSAI/ACT | Perinatal Substance Abuse Services Initiative/Assessment and |
| 6  |     |          | Coordination Team  |
| 7  | ES. | PSC      | Professional Services Contract                               |
| 8  | ET. | PTRC     | Paramedic Trauma Receiving Center                            |
| 9  | EU. | QI       | Quality Improvement  |
| 10 | EV. | QIC      | Quality Improvement Committee                                |
| 11 | EW. | RHAP     | Refugee Health Assessment Program                            |
| 12 | EX. | RHEIS    | Refugee Health Electronic Information System                 |
| 13 | EY. | RN       | Registered Nurse   |
| 14 | EZ. | RSA      | Remote Secure Access   |
| 15 | FA. | SAPTBG   | Substance Abuse Prevention and Treatment Block Grant         |
| 16 | FB. | SD/MC    | Short-Doyle Medi-Cal   |
| 17 | FC. | SIR      | Self-Insured Retention                                       |
| 18 | FD. | SMA      | Statewide Maximum Allowable (rate)                           |
| 19 | FE. | SNF      | Skilled Nursing Facility                                     |
| 20 | FF. | SOW      | Scope of Work  |
| 21 | FG. | SR       | Supervised Release   |
| 22 | FH. | SRP      | Supervised Release Participant                               |
| 23 | FI. | SSA      | County of Orange Social Services Agency                      |
| 24 | FJ. | SSI      | Supplemental Security Income                                 |
| 25 | FK. | STP      | Special Treatment Program                                    |
| 26 | FL. | SUD      | Substance Use Disorder                                       |
| 27 | FM. | TAR      | Treatment Authorization Request                              |
| 28 | FN. | TAY      | Transitional Age Youth                                       |
| 29 | FO. | TB       | Tuberculosis   |
| 30 | FP. | TBS      | Therapeutic Behavioral Services                              |
| 31 | FQ. | TRC      | Therapeutic Residential Center                               |
| 32 | FR. | TTY      | Teletypewriter   |
| 33 | FS. | TUPP     | Tobacco Use Prevention Program                               |
| 34 | FT. | UMDAP    | Uniform Method of Determining Ability to Pay                 |
| 35 | FU. | UOS      | Units of Service   |
| 36 | FV. | USC      | United States Code   |
| 37 | FW. | VOLAGs   | Volunteer Agencies   |

1 FX. W&IC California Welfare and Institutions Code  
2 FY. WIC Women, Infants and Children  
3

## 4 **II. ALTERATION OF TERMS**

5 A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein, fully  
6 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
7 matter of this Agreement.

8 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of  
9 this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees  
10 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has  
11 been formally approved and executed by both Parties.

## 12 **III. ASSIGNMENT OF DEBTS**

13 Unless this Agreement is followed without interruption by another Agreement between the Parties  
14 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
15 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
16 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
17 mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee,  
18 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on  
19 behalf of said persons, shall be immediately given to COUNTY.  
20

## 21 **IV. COMPLIANCE**

22 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
23 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
24 programs.  
25

26 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
27 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
28 General Compliance and Annual Provider Trainings.

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
30 compliance program, code of conduct and any compliance related policies and procedures.  
31 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall  
32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
33 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to  
34 this Agreement. These elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all CONTRACTOR's Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

//

1           1. For purposes of this Compliance Paragraph, Covered Individuals includes all  
2 CONTRACTOR's employees, interns, volunteers, contractors, subcontractors, agents, and other persons  
3 who provide health care items or services or who perform billing or coding functions on behalf of  
4 ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this  
5 Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and  
6 related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and  
7 related policies and procedures if CONTRACTOR has elected to use its own).

8           2. An Ineligible Person shall be any individual or entity who:

9           a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
10 federal and state health care programs; or

11           b. has been convicted of a criminal offense related to the provision of health care items or  
12 services and has not been reinstated in the federal and state health care programs after a period of  
13 exclusion, suspension, debarment, or ineligibility.

14           3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
15 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
16 Agreement.

17           4. CONTRACTOR shall screen all CONTRACTOR's current Covered Individuals and  
18 subcontractors monthly to ensure that they have not become Ineligible Persons. CONTRACTOR shall  
19 also request that its subcontractors use their best efforts to verify that they are eligible to participate in  
20 all federal and State of California health programs and have not been excluded or debarred from  
21 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
22 that they do not have any Ineligible Person in their employ or under contract.

23           5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
24 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
25 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
26 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
27 Ineligible Person.

28           6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
29 federal and state funded health care services by contract with COUNTY in the event that they are  
30 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
31 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
32 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
33 business operations related to this Agreement.

34           7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
36 screened. Such individual or entity shall be immediately removed from participating in any activity  
37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
3 overpayment is verified by ADMINISTRATOR.

4 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
5 Compliance Training available to Covered Individuals.

6 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
7 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
8 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
9 representative to complete the General Compliance Training when offered.

10 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
11 days of employment or engagement.

12 3. Such training will be made available to each Covered Individual annually.

13 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
14 copies of training certification upon request.

15 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
16 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
17 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
18 CONTRACTOR shall provide copies of the certifications.

19 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized  
20 Provider Training, where appropriate, available to Covered Individuals.

21 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
22 Individuals relative to this Agreement. This includes compliance with federal and state healthcare  
23 program regulations and procedures, or instructions otherwise communicated by regulatory agencies;  
24 including the Centers for Medicare and Medicaid Services or their agents.

25 2. Such training will be made available to Covered Individuals within thirty (30) calendar  
26 days of employment or engagement.

27 3. Such training will be made available to each Covered Individual annually.

28 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
29 provide copies of the certifications upon request.

30 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
31 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
32 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
33 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

34 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

35 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
36 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
37 and are consistent with federal, state and county laws and regulations. This includes compliance with

1 federal and state health care program regulations and procedures, or instructions otherwise  
2 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or  
3 their agents.

4 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
5 for payment or reimbursement of any kind.

6 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
7 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
8 accurately describes the services provided and must ensure compliance with all billing and  
9 documentation requirements.

10 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
11 coding of claims and billing, if and when, any such problems or errors are identified.

12 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
13 days after the overpayment is verified by ADMINISTRATOR.

14 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
15 participate in the quality improvement activities developed in the implementation of the Quality  
16 Management Program.

17 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural  
18 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
19 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
20 §1810.410.subds.(c)-(d).

21 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
22 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
23 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
24 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
25 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of  
26 such default.

## 27 28 **V. CONFIDENTIALITY**

29 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
30 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
31 regulations, as they now exist or may hereafter be amended or changed.

32 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
33 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
34 interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality  
35 of any and all information and records which may be obtained in the course of providing such services.  
36 This Agreement shall specify that it is effective irrespective of all subsequent

37 //

1 | resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or  
2 | authorized agent, employees, consultants, subcontractors, volunteers and interns.

#### 3 | 4 | **VI. CONFLICT OF INTEREST**

5 | CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions  
6 | that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation  
7 | shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of  
8 | goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be  
9 | limited to establishing rules and procedures preventing its employees, agents, and subcontractors from  
10 | providing or offering gifts, entertainment, payments, loans or other considerations which could be  
11 | deemed to influence or appear to influence COUNTY staff or elected officers in the performance of  
12 | their duties.

#### 13 | 14 | **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

15 | A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
16 | prior written consent of COUNTY, provided that such consent shall not be unreasonably withheld.  
17 | CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the  
18 | obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar  
19 | days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation  
20 | of this paragraph shall be void.

21 | B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
22 | business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
23 | Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
24 | assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
25 | satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
26 | part, without the prior written consent of COUNTY, provided that such consent shall not be  
27 | unreasonably withheld.

28 | 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
29 | any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
30 | of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
31 | assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
32 | clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
33 | Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

34 | 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
35 | including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
36 | CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
37 | change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
2 delegation in derogation of this subparagraph shall be void.

3 3. If CONTRACTOR is a governmental organization, any change to another structure,  
4 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
5 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
6 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of  
7 this subparagraph shall be void.

8 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
9 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
10 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
11 the effective date of the assignment.

12 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
13 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
14 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
15 governing body of CONTRACTOR at one time.

16 6. COUNTY reserves the right to immediately terminate the Agreement in the event  
17 COUNTY determines, in its sole discretion, that the assignee is not qualified or is otherwise  
18 unacceptable to COUNTY for the provision of services under the Agreement.

19 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
20 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,  
21 meet the requirements of this Agreement as they relate to the service or activity under subcontract,  
22 include any provisions that ADMINISTRATOR may require, and are authorized in writing by  
23 ADMINISTRATOR prior to the beginning of service delivery.

24 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
25 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
26 subsequently fails to meet the requirements of this Agreement or any provisions that  
27 ADMINISTRATOR has required. ADMINISTRATOR also may disallow subcontractor expenses  
28 reported by CONTRACTOR.

29 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
30 pursuant to this Agreement.

31 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
32 amounts claimed for subcontracts not approved in accordance with this paragraph.

33 4. This provision shall not be applicable to service agreements usually and customarily  
34 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, professional  
35 services provided by consultants, and medical services not provided directly by CONTRACTOR.

36 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status  
37 with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR also



1 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against  
2 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the  
3 Agreement, as well as any potential conflicts of interest between CONTRACTOR and County that may  
4 arise prior to or during the period of Agreement performance. While CONTRACTOR is required to  
5 provide this information without prompting from COUNTY any time there is a change in  
6 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
7 update to COUNTY of its status in these areas whenever requested by COUNTY.

#### 8 9 **VIII. DISPUTE RESOLUTION**

10 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
11 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
12 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to  
13 the attention of the County Purchasing Agency by way of the following process:

14 1. CONTRACTOR shall submit to the County Purchasing Agency a written demand for a  
15 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
16 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final  
17 decision.

18 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
19 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the  
20 demand a written statement signed by an authorized representative indicating that the demand is made in  
21 good faith, that the supporting data are accurate and complete, and that the amount requested accurately  
22 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

23 B. Pending the final resolution of any dispute arising under, related to, or involving this  
24 Agreement, CONTRACTOR shall proceed diligently with the performance of services secured via this  
25 Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to  
26 proceed diligently shall be considered a material breach of this Agreement.

27 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
28 shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a  
29 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed  
30 a final decision adverse to CONTRACTOR's contentions.

31 D. This Agreement has been negotiated and executed in the State of California and shall be  
32 governed by and construed under the laws of the State of California. In the event of any legal action to  
33 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent  
34 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit  
35 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
36 Parties specifically agree to waive any and all rights to request that an action be transferred for  
37 adjudication to another county.

## IX. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

## X. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR,

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1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment  
2 cost, if any.

3 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
4 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
5 or all Equipment to COUNTY.

6 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
7 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,  
8 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
9 Equipment are moved from one location to another or returned to COUNTY as surplus.

10 G. Unless this Agreement is followed without interruption by another agreement between the  
11 Parties for substantially the same type and scope of services, at the termination of this Agreement for  
12 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through  
13 this Agreement.

14 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
15 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

#### 16 17 **XI. FACILITIES, PAYMENTS AND SERVICES**

18 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
19 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
20 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
21 minimum number and type of staff which meet applicable federal and state requirements, and which are  
22 necessary for the provision of the services hereunder.

23 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
24 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
25 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
26 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
27 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
28 services, staffing, facilities or supplies.

29 C. CONTRACTOR shall, at its own expense, provide and maintain the organizational and  
30 administrative capabilities required to carry out its duties and responsibilities under this Agreement and  
31 in accordance with all the applicable statutes and regulations pertaining to medical and occupational  
32 health Providers.

#### 33 34 **XII. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
36 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
37 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board

1 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,  
2 including but not limited to personal injury or property damage, arising from or related to the services,  
3 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
4 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
5 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
6 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
7 request a jury apportionment.

8 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
9 required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary  
10 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
11 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
12 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
13 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
14 subject to the same terms and conditions as set forth herein for CONTRACTOR.

15 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
16 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an  
17 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
18 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
19 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
20 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
21 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
22 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
23 by COUNTY representative(s) at any reasonable time.

24 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
25 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
26 CONTRACTOR’s current audited financial report. If CONTRACTOR’s SIR is approved,  
27 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
28 Agreement, agrees to all of the following:

29 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all  
30 liability, claim, demand or suit resulting from CONTRACTOR’s, its agents, employee’s or  
31 subcontractor’s performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost  
32 and expense with counsel approved by Board of Supervisors against same; and

33 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any  
34 duty to indemnify or hold harmless; and

35 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
36 which the duty to defend stated above applies, and CONTRACTOR’s SIR provision shall be interpreted  
37 as though CONTRACTOR was an insurer and COUNTY was the insured.

1 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
2 Agreement, COUNTY may terminate this Agreement.

3 F. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
5 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
6 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is  
7 preferred, but not mandatory, that the insurer be licensed to do business in the state of California  
8 (California Admitted Carrier).

9 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
10 Risk Management retains the right to approve or reject a carrier after a review of the company's  
11 performance and financial ratings.

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
13 limits and coverage as set forth below:

| <u>Coverage</u>   | <u>Minimum Limits</u>                                 |
|---|---|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$2,000,000 aggregate   |
| Automobile Liability including coverage<br>for owner, non-owned, and hired vehicles | \$1,000,000 per occurrence                            |
| Workers' Compensation   | Statutory   |
| Employers' Liability Insurance  | \$1,000,000 per occurrence                            |
| Network Security & Privacy Liability  | \$1,000,000 per claims - made                         |
| Professional Liability Insurance  | \$1,000,000 per claims -made<br>\$1,000,000 aggregate |
| Sexual Misconduct Liability   | \$1,000,000 per occurrence                            |

33 H. REQUIRED COVERAGE FORMS

34 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
35 substitute form providing liability coverage at least as broad.

36 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
37 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

1 I. REQUIRED ENDORSEMENTS

2 1. The Commercial General Liability policy shall contain the following endorsements, which  
3 shall accompany the COI:

4 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least  
5 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*  
6 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**  
7 **WRITTEN AGREEMENT.**

8 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
9 least as broad evidencing that CONTRACTOR's insurance is primary, and any insurance or self-  
10 insurance maintained by the County of Orange shall be excess and non-contributing.

11 2. The Network Security and Privacy Liability policy shall contain the following  
12 endorsements which shall accompany the COI:

13 a. An Additional Insured endorsement naming the *County of Orange, its elected and*  
14 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

15 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's  
16 insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be  
17 excess and non-contributing.

18 J. All insurance policies required by this Agreement shall waive all rights of subrogation against  
19 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
20 within the scope of their appointment or employment.

21 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
22 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
23 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**  
24 **WRITTEN AGREEMENT.**

25 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy  
26 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the  
27 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
28 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
29 this Agreement.

30 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
31 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
32 the completion of the Agreement.

33 N. The Commercial General Liability policy shall contain a "severability of interests" clause also  
34 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

35 O. Insurance certificates should be forwarded to the department address listed in the Referenced  
36 Contract Provisions.

37 //

1 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
2 calendar days of notification by COUNTY, COUNTY may terminate this Agreement immediately, upon  
3 written notice.

4 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
5 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
6 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
7 adequately protect COUNTY.

8 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
9 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
10 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
11 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
12 to all legal remedies.

13 S. The procuring of such required policy or policies of insurance shall not be construed to limit  
14 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
15 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

16 T. SUBMISSION OF INSURANCE DOCUMENTS

17 1. The COI and endorsements shall be provided to COUNTY as follows:  
18 a. Prior to the start date of this Agreement.  
19 b. No later than the expiration date for each policy.  
20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
21 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

22 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the  
23 Referenced Contract Provisions of this Agreement.

24 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
25 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall  
26 have sole discretion to impose one or both of the following:

27 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
28 pursuant to any and all agreements between COUNTY and CONTRACTOR until such time that the  
29 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
30 submitted to ADMINISTRATOR.

31 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
32 COI or endorsement for each business day, pursuant to any and all agreements between COUNTY and  
33 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
34 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

35 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
36 CONTRACTOR's monthly invoice.

37 //

1 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
2 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
3 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
4

### 5 **XIII. INSPECTIONS AND AUDITS**

6 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
7 of the State of California, the Secretary of the United States Department of Health and Human Services,  
8 the Comptroller General of the United States, or any other of their authorized representatives, shall to  
9 have access to any books, documents, and records, including but not limited to, financial statements,  
10 general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are  
11 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or  
12 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of  
13 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such  
14 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this  
15 Agreement, and the premises in which they are provided.

16 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
17 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
18 Agreement and shall provide the above-mentioned persons adequate office space to conduct such  
19 evaluation or monitoring.

#### 20 C. AUDIT RESPONSE

21 1. Following an audit report, in the event of non-compliance with applicable laws and  
22 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
23 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
24 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
25 (30) calendar days after receiving notice from ADMINISTRATOR.

26 2. If the audit reveals that money is payable from one Party to the other, that is,  
27 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
28 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
29 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
30 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
31 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
32 amount not to exceed the reimbursement due COUNTY.

33 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file  
34 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as  
35 may be required during the term of this Agreement.

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,



1 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
2 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#### 4 **XIV. LICENSES AND LAWS**

5 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
6 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
7 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
8 required by the laws, regulations and requirements of the United States, the State of California,  
9 COUNTY, and all other applicable governmental agencies.

#### 10 **B. CHILD SUPPORT OBLIGATIONS**

11 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
12 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
13 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
14 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
15 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
16 COUNTY shall constitute grounds for termination of the Agreement.

17 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
18 requirements as they exist now or may be hereafter amended or changed.

#### 20 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

21 A. Any written information or literature, including educational or promotional materials,  
22 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
23 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
24 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
25 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
26 and electronic media such as the Internet.

27 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
28 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
29 Agreement must be approved in advance at least thirty (30) calendar days and in writing by  
30 ADMINISTRATOR.

31 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
32 available social media sites) in support of the services described within this Agreement,  
33 CONTRACTOR shall develop social media policies and procedures and have them available to  
34 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
35 forms of social media used to either directly or indirectly support the services described within this  
36 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
37 they pertain to any social media developed in support of the services described within this Agreement.

1 CONTRACTOR shall also include any required funding statement information on social media when  
2 required by ADMINISTRATOR.

3 D. Any information as described in Subparagraphs A., B. and C. above shall not imply  
4 endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

#### 6 **XVI. MAXIMUM OBLIGATION**

7 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
8 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as  
9 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
10 Subparagraph B. below.

11 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
12 percent (10%) of Period One funding for this Agreement.

#### 14 **XVII. MINIMUM WAGE LAWS**

15 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
16 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
17 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
18 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in  
19 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
20 providing services pursuant to this Agreement be paid no less than the greater of the federal or  
21 California Minimum Wage.

22 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
23 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
24 standards pursuant to providing services pursuant to this Agreement.

25 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
26 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
27 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
28 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

#### 30 **XVIII. NONDISCRIMINATION**

##### 31 **A. EMPLOYMENT**

32 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as  
33 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any  
34 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
35 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,  
36 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.  
37 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall

1 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or  
2 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
3 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
4 gender identity, gender expression, age, sexual orientation, or military and veteran status.

5 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
6 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
7 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
8 for training, including apprenticeship.

9 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
10 with domestic partners or discriminate between domestic partners and spouses of those employees, in  
11 the provision of benefits.

12 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
13 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
14 Opportunity Commission setting forth the provisions of the EOC.

15 5. All solicitations or advertisements for employees placed by or on behalf of  
16 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
17 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
18 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
19 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
20 shall be deemed fulfilled by use of the term EOE.

21 6. Each labor union or representative of workers with which CONTRACTOR and/or  
22 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
23 notice advising the labor union or workers' representative of the commitments under this  
24 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
25 employees and applicants for employment.

26 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
27 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
28 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
29 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
30 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
31 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
32 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
33 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
34 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
35 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
36 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
37 //

1 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
2 factors identified above:

- 3 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 4 2. Providing any service or benefit to a Client which is different or is provided in a different  
5 manner or at a different time from that provided to other Clients.
- 6 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
7 others receiving any service and/or benefit.
- 8 4. Treating a Client differently from others in satisfying any admission requirement or  
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
10 any service and/or benefit.
- 11 5. Assignment of times or places for the provision of services.

12 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
13 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
14 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
15 ADMINISTRATOR or the U.S. Department of Health and Human Services Office for Civil Rights.

16 1. Whenever possible, problems shall be resolved informally and at the point of service.  
17 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to  
18 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
19 CONTRACTOR either orally or in writing.

20 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
21 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

22 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
23 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
24 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
25 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
26 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
27 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
28 with succeeding legislation.

29 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
30 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
31 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
32 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
33 enforce rights secured by federal or state law.

34 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
35 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
36 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
37 state or COUNTY funds.

**XIX. NOTICES**

1  
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and  
5 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
6 by ADMINISTRATOR;

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
10 Service, or any other expedited delivery service.

11 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
12 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
13 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
14 Parcel Service, or any other expedited delivery service.

15 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
16 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
17 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
18 damage to any COUNTY property in possession of CONTRACTOR.

19 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
20 ADMINISTRATOR.

**XX. NOTIFICATION OF DEATH**

21  
22  
23 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
24 CONTRACTOR shall immediately notify ADMINISTRATOR.

25 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
26 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
27 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

28 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
29 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
30 served pursuant to this Agreement; notice need only be given during normal business hours.

31 2. WRITTEN NOTIFICATION

32 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
33 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
34 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.

35 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
36 report hand delivered, faxed, and/or sent via encrypted email, within forty-eight (48) hours of becoming  
37 aware of the death due to terminal illness of any person served pursuant to this Agreement.

1 c. When notification via encrypted email is not possible or practical CONTRACTOR  
2 must hand deliver or must fax said notification to a number approved by COUNTY in writing.

3 C. If there are any questions regarding the cause of death of any person served pursuant to this  
4 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
5 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
6 Notification of Death Paragraph.

#### 7 8 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

9 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
10 whole or in part by COUNTY, except for those events or meetings that are intended solely to serve  
11 Clients or occur in the normal course of business.

12 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
13 of any applicable public event or meeting. The notification must include the date, time, duration,  
14 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
15 must be approved by ADMINISTRATOR prior to distribution.

#### 16 17 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

18 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
19 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
20 accordance with this Agreement and all applicable requirements.

21 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
22 which claims are submitted for reimbursement under this Agreement and the charges thereto. Such  
23 records shall include, but not be limited to, individual patient charts and utilization review records.

24 2. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
25 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
26 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare  
27 principles of reimbursement and GAAP.

28 3. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
29 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
30 necessity of the service, and the quality of care provided. Records shall be maintained in accordance  
31 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

32 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
33 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
34 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the  
35 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal  
36 or state regulations and/or COUNTY policies.

37 //

1 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure  
2 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish  
3 and implement written record management procedures.

4 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
5 termination of the Agreement, unless a longer period is required due to legal proceedings such as  
6 litigations and/or settlement of claims.

7 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years  
8 following discharge of the participant, client and/or patient, or as otherwise required by applicable  
9 federal or state law.

10 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
11 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
12 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
13 written approval to CONTRACTOR to maintain records in a single location, identified by  
14 CONTRACTOR.

15 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
16 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
17 all information that is requested by the PRA request.

18 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that  
19 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or  
20 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
21 maintained by or for a covered entity that is:

22 1. The medical records and billing records about individuals maintained by or for a covered  
23 health care provider;

24 2. The enrollment, payment, claims adjudication, and case or medical management record  
25 systems maintained by or for a health plan; or

26 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

27 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
28 with the terms of this Agreement and common business practices. If documentation is retained  
29 electronically, CONTRACTOR shall, in the event of an audit or site visit:

30 1. Have documents readily available within three (3) business days of receiving notice of a  
31 scheduled audit or site visit.

32 2. Provide auditor or other authorized individuals access to documents via a computer  
33 terminal.

34 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
35 requested.

36 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
37 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or

1 security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law  
2 or regulation, and copy ADMINISTRATOR on such notifications.

3 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
4 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
5 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

6 L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges,  
7 billings, and revenues available at one (1) location within the limits of the County of Orange.

### 8 9 **XXIII. RESEARCH AND PUBLICATION**

10 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
11 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or  
12 for publication.

### 13 14 **XXIV. SEVERABILITY**

15 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
16 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
17 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
18 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
19 in full force and effect, and to that extent the provisions of this Agreement are severable.

### 20 21 **XXV. SPECIAL PROVISIONS**

22 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
23 purposes:

- 24 1. Making cash payments to intended recipients of services through this Agreement.
- 25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
27 use of appropriated funds to influence certain federal contracting and financial transactions).
- 28 3. Fundraising.
- 29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
30 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
31 Directors or governing body.
- 32 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
33 body for expenses or services.
- 34 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
35 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
36 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

37 //





## XXVIII. TERMINATION

1  
2 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted  
3 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the  
4 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet  
5 goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as  
6 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved  
7 and/or the Agreement could be terminated.

8 B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
9 of any of the following events:

10 1. The loss by CONTRACTOR of legal capacity.  
11 2. Cessation of services.  
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
13 another entity without the prior written consent of COUNTY.  
14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
15 required pursuant to this Agreement.  
16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
17 this Agreement.

18 6. The continued incapacity of any physician or licensed person to perform duties required  
19 pursuant to this Agreement.

20 7. Unethical conduct or malpractice by any physician or licensed person providing services  
21 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
22 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
23 Agreement.

### 24 C. CONTINGENT FUNDING

25 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

26 a. The continued availability of federal, state and county funds for reimbursement of  
27 COUNTY's expenditures, and

28 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
29 approved by the Board of Supervisors.

30 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
31 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
32 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
33 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

34 D. In the event this Agreement is suspended or terminated prior to the completion of the term as  
35 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
36 discretion, reduce the Maximum Obligation of this Agreement to be consistent with the reduced term of  
37 the Agreement.

- 1 E. In the event this Agreement is terminated, CONTRACTOR shall do the following:
- 2 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 3 is consistent with recognized standards of quality care and prudent business practice.
- 4 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 5 performance during the remaining contract term.
- 6 3. Until the date of termination, continue to provide the same level of service required by this
- 7 Agreement.
- 8 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
- 9 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
- 10 orderly transfer.
- 11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
- 12 Client's best interests.
- 13 6. If records are to be transferred to COUNTY, pack and label such records in accordance
- 14 with directions provided by ADMINISTRATOR.
- 15 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
- 16 supplies purchased with funds provided by COUNTY.
- 17 8. To the extent services are terminated, cancel outstanding commitments covering the
- 18 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
- 19 commitments which relate to personal services. With respect to these canceled commitments,
- 20 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
- 21 arising out of such cancellation of commitment which shall be subject to written approval of
- 22 ADMINISTRATOR.
- 23 9. Provide written notice of termination of services to each Client being served under this
- 24 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
- 25 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
- 26 days period.

27 F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written

28 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be

29 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

30

31 **XXIX. THIRD PARTY BENEFICIARY**

32 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties

33 including, but not limited to, any subcontractors or any Clients provided services pursuant to this

34 Agreement.

35 //

36 //

37 //



1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 MEMORIALCARE MEDICAL FOUNDATION

5  
6 BY: DocuSigned by:  
Hannah Baker, VP Payor Contracting DATED: 4/7/2022  
7 EBC3756E13BF4D5...

8 VP Payor Contracting  
9 TITLE: \_\_\_\_\_

10  
11 BY: DocuSigned by:  
Mark Schafer, M.D. DATED: 4/7/2022  
12 D415942A1EAF4AC...

13 TITLE: \_\_\_\_\_

14  
15  
16  
17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
21 HEALTH CARE AGENCY

22  
23  
24 APPROVED AS TO FORM  
25 OFFICE OF THE COUNTY COUNSEL  
26 ORANGE COUNTY, CALIFORNIA

27  
28 BY: DocuSigned by:  
Brittany McLean DATED: 4/7/2022  
29 9713A4061D4343D...

30 DEPUTY

31  
32  
33  
34 If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 PHYSICAL EXAMINATION SERVICES  
4 WITH  
5 MEMORIALCARE MEDICAL FOUNDATION  
6 JULY 1, 2022 THROUGH JUNE 30, 2025  
7

8 **I. COMMON TERMS AND DEFINITIONS**

9 A. The parties agree to the following terms and definitions, and to those terms and definitions that,  
10 for convenience, are set forth elsewhere in the Agreement.

11 1. Asbestos Medical Surveillance are physical examinations that adhere to California Code of  
12 Regulations, Title 8, Subchapter 7 General Industry Safety Orders, Group 16. Control of Hazardous  
13 Substances, Article 110 Regulated Carcinogens, §5208 Asbestos and 29 CFR 1910.1001, Subpart Z  
14 Toxic and Hazardous Substances Asbestos.

15 2. 'B' Reader is a person who is qualified to read x-rays, as defined by the National Institute  
16 of Occupational Safety and Health (NIOSH) standards.

17 3. Class I or Class I with Qualifiers Examination are physical examinations for those with  
18 sedentary or light physical demand jobs. May include blood work; no urinalysis or drug screen.  
19 Depending on job title, other qualifiers apply. These physical examinations apply to pre-placement and  
20 status change for employment.

21 4. Class II with Qualifiers Examination are physical examinations for those with moderate  
22 physical demand jobs. These physical examinations are more involved and include CBC, urinalysis  
23 (dipstick), audiogram and pulmonary function testing (PFT). Also included in these physical  
24 examinations are audiogram and pulmonary function testing. Depending on job title, other qualifiers  
25 apply. Some may also have an initial medical surveillance exam with the physical. These physical  
26 examinations apply to pre-placement and status change for employment.

27 5. Class III with Qualifiers Examination are physical examinations for those with heavy  
28 physical demand jobs. These physical examinations are more thorough than a Class II examination, and  
29 include SMA 24, CBC, microscopic urinalysis, audiogram and PFT. Depending on job title, other  
30 qualifiers may apply. Some may also have an initial medical surveillance examination with the physical.  
31 These physical examinations apply to pre-placement and status change for employment.

32 6. Class IV with Qualifiers Examination are physical examinations for Public Safety positions  
33 that are of the highest physical demand and subject to California Commission on POST physical  
34 guidelines. SMA-24 (blood chemistry), CBC (complete blood count), microscopic urinalysis, color  
35 vision utilizing the HRR color vision test per POST guidelines, body fat measurement using skinfold  
36 calipers, audiogram, pulmonary function testing, tattoo verification, TB testing, required vaccines, urine  
37 //

1 drug testing, and either ECG (electrocardiogram) or Treadmill are included parts of the examination.  
2 These physical examinations apply to pre-placement and status change for employment.

3 7. Crane Operator Medical Surveillance are physical examinations that adhere to requirements  
4 of ASME B30.5-3.1.2.

5 8. DOT Examination are physical examinations to provide Federal Motor Carrier Safety  
6 Administration (FMCSA) mandated medical exams for applicable employees 49 CFR 391.41-391.49.

7 9. Electronic Transmittal Form (ETF) is a summary of services provided on a daily basis.

8 10. Encounter Form is an electronic form provided to CONTRACTOR, by  
9 ADMINISTRATOR, authorizing Physical Examination Services to be provided for persons referred to  
10 CONTRACTOR by ADMINISTRATOR. The Encounter Form is used by CONTRACTOR to record in  
11 detail the services provided, and total costs for each person referred for Physical Examination Services.

12 11. FAA Medical Surveillance are physical examinations that adhere to CFR Title 14  
13 Aeronautics and Space. Subchapter D Part 61 Certification of Pilots, Flight Instructors, and Ground  
14 Instructors, §61.23 Medical Certification Requirements and Duration.

15 12. Hazardous Device Medical Exam are physical examinations to provide mandated hazardous  
16 device medical surveillance for applicable employees.

17 13. Hazardous Materials Medical Surveillance are physical examinations that adhere to  
18 California Code of Regulations, Title 8, § 5192. Hazardous Waste Operations and Emergency Response  
19 29 CFR 1910.120 also known as Hazwoper Standard.

20 14. Lead Medical Surveillance are physical examinations that adhere to California Code of  
21 Regulations, General Industry Safety Orders (GISO) Title8, Section 5198, retrieved from:  
22 <http://www.cdph.ca.gov/programs/olppp/Documents/ligi/pdf>, California Department of Public Health,  
23 Occupational Lead Poisoning Prevention Program. 2009 and medical guidelines for the lead-exposed  
24 worker retrieved from: <http://www.cdph.ca.gov/programs/olppp/Documents/ligi/pdf>.

25 15. Physical Examination Services are professional services that may include but not limited to  
26 Pre-Placement Physical Examination, Periodic Physical Examination and other services as defined in  
27 the Agreement.

28 16. Pre-Placement Physical Examination is a medical examination provided to applicants for  
29 COUNTY employment, and to other COUNTY employees requiring a physical examination as a pre-  
30 condition to promotion or transfer.

31 17. Periodic Physical Examination is a medical examination provided at variable time intervals  
32 to COUNTY employees as required by law or special circumstances.

33 18. Remote Secure Access Token is a security device which allows an individual user to access  
34 the HCA computer network.

35 19. Respirator Medical Examination are physical examinations that adhere to California Code  
36 of Regulations, Title 8, Subchapter 7 General Industry Safety Orders, Group 16. Control of Hazardous  
37 Substances, Article 107. Dusts, Fumes, Mists, Vapors and Gases, §5144 Respiratory Protection,

1 California Code of Regulations, Title 8, Subchapter 7 General Industry Safety Orders, Group 16.  
2 Control of Hazardous Substances, Article 109. Hazardous Substances and Processes §5199 Aerosol  
3 Transmissible Diseases, and 29 CFR 1910 Occupational Safety and Health Standards, Subpart I  
4 Personal Protective Equipment, 1910.134 Respiratory Protection.

5 20. SCUBA Medical Surveillance are physical examinations that adhere to California Code of  
6 Regulations, General Industry Safety Orders (GISO) Title8, Subchapter 7 Group 26 Article 152 Diving  
7 Operations, §6053 Medical Requirements of Dive Team. Retrieved from:  
8 <http://www.dir.ca.gov/Title8/6053.html>.

9 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
10 Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

## 11 **II. MEDICAL RECORDS**

12  
13 A. For each new patient receiving a Pre-Placement Physical Examination, CONTRACTOR shall create  
14 a medical record, which shall include, but not be limited to, summary of medical examination, medical  
15 history, physical examination findings, laboratory and other tests results, physician interpretation and  
16 recommendation notes, including, when applicable, recommendations of appropriate work restrictions.  
17 The chart, all tests reviewed, and recommendations for work restrictions must be signed by the  
18 examining physician.

19 1. Medical records shall be maintained and transferred electronically by CONTRACTOR,  
20 utilizing an electronic file transfer system. CONTRACTOR may also utilize a secure website, if  
21 authorized by ADMINISTRATOR, to which COUNTY has applicable access and in the manner agreed  
22 upon for specific record types as authorized by ADMINISTRATOR. All records must be thoroughly  
23 completed and checked for accuracy by CONTRACTOR prior to signature, and must be signed by  
24 physician prior to release and/or transfer to COUNTY.

25 2. Electronic documents shall include, but may not be limited to, all applicable:

26 a. Summary of medical examination, including additional interpretation,  
27 recommendations and/or concurrence pertaining to any and all abnormal and/or borderline results as  
28 required for thorough and accurate record of results (completed and signed by occupational health  
29 physician).

30 b. Physical Examination, including interpretation and recommendations pertaining to any  
31 and all abnormal and/or borderline results (completed and signed by examining physician).

32 c. Medical history questionnaire completed by the applicant/employee to the best of their  
33 ability prior to the exam; otherwise unclear items may be completed in conjunction with the examining  
34 physician, who shall review, interview the applicant/employee, comment on the applicant/employee  
35 responses and sign.

36 d. Tuberculosis (TB), vaccine, lab, and treadmill test results.

37 e. California Department of Motor Vehicles (DMV) forms, if any.



1  
2 B. For each patient receiving a Periodic Physical Examination, or procedures and other services,  
3 CONTRACTOR shall create a medical record and shall include all applicable documents in the same  
4 electronic format as the Pre-Placement Physical Examination medical record.

5 C. CONTRACTOR shall assign an ID number for each patient. The ID number shall be included  
6 on all tests results and medical record documents including x-rays.

7 D. All records of services performed by CONTRACTOR and maintained at its premises will be  
8 available only on a need-to-know basis to CONTRACTOR's authorized personnel and physicians who  
9 performed services pursuant to the Agreement. CONTRACTOR shall maintain security of all medical  
10 data and medical records to ensure that unauthorized individuals do not have access to such medical  
11 records.

12 E. CONTRACTOR agrees that if and when an individual should ever request their medical records,  
13 CONTRACTOR will be responsible for forwarding the records request to Employee Health Services.

14 F. CONTRACTOR shall electronically forward original medical records to ADMINISTRATOR  
15 within the timeframe specified in subparagraph V.B.15. of this Exhibit A to the Agreement.

16 G. CONTRACTOR shall retain one (1) complete copy of said medical records as specified above,  
17 in accordance with the Records Management and Maintenance paragraph in the Agreement.

18 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
19 Medical Records Paragraph of this Exhibit A to the Agreement.

### 20 21 **III. PAYMENTS – GENERAL**

22 A. COUNTY shall pay CONTRACTOR, monthly in arrears, for only those Physical Examination  
23 Services and Pre-Employment Medical Services provided pursuant to the Agreement. CONTRACTOR  
24 shall invoice COUNTY on a monthly basis, in a format provided by and acceptable to COUNTY.  
25 Invoices are due the twentieth (20th) day of the month following the month in which services were  
26 performed under the Agreement, and are submitted electronically to Contract Administrator. Invoices  
27 received after the due date may not be paid within the same month.

28 B. CONTRACTOR's invoices for Physical Examination Services and Pre-Employment Medical  
29 Services shall be documented in accordance with procedures approved by ADMINISTRATOR.

30 C. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar  
31 days after receipt of invoice, which shall be submitted by CONTRACTOR following PROGRAM  
32 ADMINISTRATOR approval of a correctly completed billing form and supporting documentation from  
33 CONTRACTOR, which is due to COUNTY ten (10) calendar days after the end of the month being  
34 reported.

35 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any  
36 payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of the  
37 Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting,

1 correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of the  
 2 Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by  
 3 ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of  
 4 CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after  
 5 sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.

6 E. CONTRACTOR may not claim reimbursement for Physical Examination Services or Pre-  
 7 Employment Medical Services provided beyond the expiration and/or termination of the Agreement.

8 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 9 Payments – General Paragraph of this Exhibit A to the Agreement.

#### 10 **IV. PAYMENTS – PHYSICAL EXAMINATION SERVICES**

11 A. As compensation to CONTRACTOR for services provided hereunder, COUNTY shall pay  
 12 CONTRACTOR at the rates listed below for Physical Examination Services.

| <b><u>PRE-PLACEMENT PHYSICAL EXAMINATIONS</u></b> | <b><u>Rate</u></b> |
|---|--------------------|
| Class 1 Limited Examination                       | \$30.00            |
| Class 1+ Qualifier(s) Examination                 | \$35.00            |
| Class 2 Examination                               | \$132.00           |
| Class 3 Examination                               | \$166.00           |
| Class 4 Examination                               | \$215.00           |
| <b><u>PERIODIC PHYSICAL EXAMINATIONS</u></b>      |                    |
| Annual Management Exam                            | 100.00             |
| Asbestos  | \$92.00            |
| California Department of Motor Vehicles (DMV)     | \$100.00           |
| Crane Operator                                    | \$100.00           |
| Hazardous Device (Bomb Squad)                     | \$219.00           |
| Hazardous Material (Initial)                      | \$219.00           |
| Lead (Exam)                                       | \$124.00           |
| Respirator  | \$119.00           |
| SCUBA   | \$245.00           |
| <b><u>MISCELLANEOUS SERVICES</u></b>              |                    |
| ALT Liver Enzyme                                  | \$5.00             |
| Audiometry (Audio)                                | \$22.00            |
| Blood Lead Test                                   | \$20.00            |
| Blood Draw  | \$8.00             |
| Blood Type Test                                   | \$6.00             |
| Body Fat Analysis by Caliper Method (4 Sites)     | \$15.00            |
| California DMV Class B Certification (Forms Only) | \$20.00            |
| Complete Blood Count (CBC) with Differential      | \$9.00             |

|    |  |                            |
|----|--|----------------------------|
| 1  | Color Vision Test (Hardy-Rand-Rittler)                             | \$20.00                    |
| 2  | Electrocardiogram (EKG)  | \$32.00                    |
| 3  | Fitness for Duty Evaluation  | \$65.00                    |
| 4  | Gamma Globulin Injection   | \$74.00                    |
| 5  | Health Risk Appraisal Form   | \$16.00                    |
| 6  | Hepatitis B Antibody Test  | \$20.00                    |
| 7  | Hepatitis B Antigen Test   | \$30.00                    |
| 8  | Hepatitis B Vaccine (1 dose)                                       | \$65.00                    |
| 9  | Hepatitis C Antibody Test  | \$43.00                    |
| 10 | HIV Antibody Test  | \$45.00                    |
| 11 | Liver Enzyme Panel   | \$10.00                    |
| 12 | Mammography  | \$180.00                   |
| 13 | Mammography with Implants  | \$250.00                   |
| 14 | Measles, Mumps, Rubella (MMR) Titer                                | \$127.00                   |
| 15 | Medical Restrictions Evaluation                                    | \$50.00                    |
| 16 | Medical History Questionnaires                                     | \$20.00                    |
| 17 | MMR Vaccine  | \$72.00                    |
| 18 | Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 Panel) | \$45.00                    |
| 19 | Pregnancy Test (Urine)   | \$18.00                    |
| 20 | Pulmonary Function Test (PFT)                                      | \$48.00                    |
| 21 | PFT, Pre and Post Treadmill  | \$39.00                    |
| 22 | Prostate Specific Antigen (PSA)                                    | \$12.00                    |
| 23 | Rabies   | Pass-through cost from lab |
| 24 | Rectal Examination and Occult Blood, Prostate for Males            | \$12.00                    |
| 25 | Sigmoidoscopy  | \$221.00                   |
| 26 | SMA 24 Panel with HDL (Fasting)                                    | \$9.00                     |
| 27 | Stool for Occult Blood Test  | \$16.00                    |
| 28 | Tetanus, Diphtheria, Pertussis (Tdap) Vaccine                      | \$75.00                    |
| 29 | Tetanus, Diphtheria (Td) Vaccine Booster                           | \$40.00                    |
| 30 | Treadmill/Cardiac Stress Test (Bruce Protocol)                     | \$177.00                   |
| 31 | TB PPD Skin Test and Reading (1-Step)                              | \$20.00                    |
| 32 | TB PPD Skin Test and Reading (2-Step)                              | \$20.00                    |
| 33 | T-Spot with Prior Authorization                                    | \$83.00                    |
| 34 | Urinalysis (Dip Stick)   | \$8.00                     |
| 35 | Urinalysis (Microscopic)   | \$8.00                     |
| 36 | Varicella Titer  | \$35.00                    |
| 37 | Varicella Vaccine  | \$121.00                   |
| 38 | X-Ray, Any Single Chest  | \$47.00                    |
| 39 | X-Ray, Ankle (3 Views: AP, Lateral, Oblique)                       | \$64.00                    |
| 40 | X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)             | \$75.00                    |
| 41 | X-Ray, Chest (Left and Right Oblique)                              | \$60.00                    |

|    |  |         |
|----|--|---------|
| 1  | X-Ray, Chest (PA)  | \$47.00 |
| 2  | X-Ray, Chest (PA and Lateral)                                | \$57.00 |
| 3  | X-Ray, Chest, (Reading by "B" Reader)                        | \$60.00 |
| 4  | X-Ray, Elbow (3 Views: Lateral, Oblique)                     | \$65.00 |
| 5  | X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique) | \$84.00 |
| 6  |  | \$80.00 |
| 7  | X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot) |         |
| 8  | X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)  | \$65.00 |
| 9  |  |         |
| 10 | X-Ray, Wrist (3 Views: AP, Lateral, Oblique)                 | \$65.00 |
| 11 | Zinc Protoporphyrin  | \$28.00 |

12 B. The following miscellaneous services may be handled through the external Specialty Referral  
 13 process if CONTRACTOR is unable to render services, as specified in subparagraph IV.H. below:

- 14 1. Colonoscopy (Local Anesthesia)
- 15 2. Fitness for Duty Evaluation (as authorized by ADMINISTRATOR EHS Medical
- 16 Advisor or designee)
- 17 3. Mammography, with and without implants
- 18 4. Medical Restrictions Evaluation
- 19 5. Rectal Examination and Occult Blood, Prostate for Males
- 20 6. Sigmoidoscopy

21 C. Tuberculin (TB) Purified Protein Derivative (PPD) Skin Test Reading shall be completed by  
 22 CONTRACTOR at no cost.

23 D. The following table represents bundled services, all of which shall include verification of photo  
 24 ID for each examinee prior to rendering services as part of the registration process, and delineates  
 25 required documentation and services included in rates of reimbursement for the provision of these  
 26 physical examination services. CONTRACTOR shall not unbundle when billing for reimbursement and  
 27 shall adhere to the following:

| 29 <u>BUNDLED SERVICE</u>      | 30 <u>INCLUDED IN BUNDLED</u>                                 | 31 <u>REQUIRED OR OPTIONAL,</u> |
|--------------------------------|---|---------------------------------|
|                                | 32 <u>PRICE</u>   | 33 <u>NOT INCLUDED IN THE</u>   |
|                                |   | 34 <u>BUNDLED PRICE</u>         |
| 35 Class 1 Limited Examination | 36 Medical History Questionnaire<br>37 and Class 1 exam forms | TB Clearance                    |
|                                |   | Vaccine Clearance               |

|    | <u>BUNDLED SERVICE</u> | <u>INCLUDED IN BUNDLED PRICE</u>   | <u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u> |
|----|------------------------|------------------------------------|--|
| 1  |                        |                                    |  |
| 2  |                        |                                    |  |
| 3  | Class 1+ Qualifier(s)  | Medical History Questionnaire      | PFT  |
| 4  | Examination            | and Class 1+ qualifiers exam forms |  |
| 5  |                        |                                    |  |
| 6  |                        |                                    | TB Clearance   |
| 7  |                        |                                    | Audiometry   |
| 8  |                        |                                    | Vaccine Clearance  |
| 9  |                        |                                    |  |
| 10 | Class 2 Examination    | Medical History Questionnaire      | TB Clearance   |
| 11 |                        | and Class 2 exam forms             |  |
| 12 |                        | Audiometry                         | CXR PA & Lat   |
| 13 |                        | CBC with differential              | Audiometry   |
| 14 |                        | PFT                                | EKG  |
| 15 |                        | Urinalysis (Dipstick)              | Treadmill  |
| 16 |                        |                                    | Vaccine Clearance  |
| 17 | Class 3 Examination    | Medical History Questionnaire      | TB Clearance   |
| 18 |                        | and Class 3 exam forms             |  |
| 19 |                        | Urinalysis (Microscopic)           | CXR PA & Lat   |
| 20 |                        | SMA 24 panel with HDL              | Audiometry   |
| 21 |                        | (Fasting)                          |  |
| 22 |                        | PFT                                | EKG  |
| 23 |                        | Audiometry                         | Vaccine Clearance  |
| 24 |                        | CBC with differential              |  |
| 25 | Class 4 Examination    | Peace Officer (POST) Medical       | Body fat analysis or BMI as                                    |
| 26 |                        | History Questionnaire and          | indicated  |
| 27 |                        | exam forms                         |  |
| 28 |                        | Color vision                       | Treadmill  |
| 29 |                        | Vision, uncorrected, corrected,    | EKG  |
| 30 |                        | (distance, near), peripheral       |  |
| 31 |                        | Grip strength                      | TB clearance   |
| 32 |                        | CBC with differential              | Vaccine clearance  |
| 33 |                        | SMA 24 panel with HDL              | X-ray(s) if indicated  |
| 34 |                        | (Fasting)                          |  |
| 35 |                        | Urinalysis (Microscopic)           | 10 pnl drug screen + ethanol                                   |
| 36 |                        | Audiometry                         |  |
| 37 |                        | PFT                                |  |

|    | <u>BUNDLED SERVICE</u>    | <u>INCLUDED IN BUNDLED PRICE</u> | <u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u> |
|----|---------------------------|----------------------------------|--|
| 1  |                           |                                  |  |
| 2  |                           |                                  |  |
| 3  | Asbestos                  | PFT                              | X-Ray, Chest (Left and Right Oblique)                          |
| 4  |                           |                                  |  |
| 5  |                           | Stool or hemocult for occult     | X-Ray, Chest (PA and Lateral)                                  |
| 6  |                           | blood                            |  |
| 7  |                           | Offer rectal and prostate exams  |  |
| 8  |                           | for males                        |  |
| 9  |                           | Asbestos Questionnaire,          |  |
| 10 |                           | Respirator Medical               |  |
| 11 |                           | Questionnaire,                   |  |
| 12 |                           | Periodic exam form               |  |
| 13 | CA Dept of Motor Vehicles | Urinalysis (Dipstick)            |  |
| 14 | (DMV), Class B            |                                  |  |
| 15 |                           | DMV forms and certificate        |  |
| 16 | Crane Operator            | 10 pnl drug screen + ethanol     | PFT  |
| 17 |                           | Medical History Questionnaire    | Audiometry   |
| 18 |                           | and Class 2 and 3 exam forms     |  |
| 19 |                           | Vision, uncorrected, corrected,  | Color Vision   |
| 20 |                           | peripheral, depth perception     |  |
| 21 |                           | Grip strength                    | Urinalysis (Dipstick)  |
| 22 |                           |                                  | CBC with differential if                                       |
| 23 |                           |                                  | indicated  |
| 24 |                           |                                  | X-ray(s) if indicated  |
| 25 | Federal Aviation          | Urinalysis (Dipstick)            | Urine Drug Screen  |
| 26 | Administration (FAA)      |                                  |  |
| 27 |                           | Audiometry                       | Vision Testing as required by                                  |
| 28 |                           |                                  | FAA  |
| 29 |                           | EKG                              |  |
| 30 |                           | FAA form and certificate         |  |
| 31 | Hazardous Device (Bomb    | Audiometry                       | Treadmill  |
| 32 | Squad)                    |                                  |  |
| 33 |                           | Urinalysis (Dipstick)            | Initial Blood Type and Rh                                      |
| 34 |                           | CBC with differential            | Body fat analysis  |
| 35 |                           | SMA 24 Panel with HDL            | TB Clearance   |
| 36 |                           | (Fasting)                        |  |
| 37 |                           | PFT                              |  |

| 1<br>2<br>3<br>4<br>5<br>6<br>7<br>8<br>9<br>10<br>11<br>12<br>13<br>14<br>15<br>16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25<br>26<br>27<br>28<br>29<br>30<br>31<br>32<br>33<br>34<br>35<br>36<br>37 | <u>BUNDLED SERVICE</u>                | <u>INCLUDED IN BUNDLED PRICE</u>   | <u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u> |
|---|---------------------------------------|--|--|
|   |                                       | Vision, uncorrected, corrected, (distance, near), peripheral X-Ray, Chest (PA and Lateral)   |  |
|   |                                       | Color vision   |  |
|   |                                       | Hazardous Material   |  |
|   |                                       | Questionnaire, Respirator  |  |
|   |                                       | Questionnaire  |  |
|   |                                       | Class 2 and 3 physical exam forms  |  |
|   | Hazardous Material (Initial and exit) | Hazardous Material<br>Questionnaire and Respirator<br>Questionnaire<br>Class 2 and 3 physical exam forms<br>Audiometry<br>CBC with differential  | Treadmill  |
|   |                                       | PFT  |  |
|   |                                       | Urinalysis (Microscopic)   |  |
|   |                                       | SMA 24 Panel with HDL (Fasting)  |  |
|   |                                       | EKG  |  |
|   |                                       | X-Ray, Chest (PA and Lateral)  |  |
|   | Lead (Initial)                        | Medical History Questionnaire<br>Zinc Protoporphyrin<br>Respirator Questionnaire<br>Blood lead test<br>CBC with differential<br>Urinalysis (Microscopic)<br>SMA 24 Panel with HDL (Fasting)<br>Periodic Lead Questionnaire<br>Class 2 and 3 exam forms | PFT<br>Audiometry  |
|   | Respirator                            | PFT<br>Respirator Questionnaire  | X-Ray, Chest (PA and Lateral)                                  |

| <u>BUNDLED SERVICE</u> | <u>INCLUDED IN BUNDLED PRICE</u>   | <u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u>       |
|------------------------|--|--|
|                        | Periodic physical exam   |  |
| SCUBA                  | Audiometry<br>CBC with differential<br>PFT<br>Urinalysis (Dipstick)<br>Distance Vision<br>Periodic Questionnaire<br>Periodic exam form<br>SCUBA Questionnaire<br>Respirator Questionnaire<br>Distance Vision | Treadmill<br>X-Ray, Chest (PA and Lateral)<br>Sickle Cell Blood Test |

E. ADDITIONAL PROCEDURES/SERVICES – CONTRACTOR shall perform additional procedures/services not specified above, as requested by ADMINISTRATOR. CONTRACTOR shall bill COUNTY the usual and customary charges for such services, and COUNTY shall reimburse CONTRACTOR.

F. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide staffing for County Clinics at the minimum staffing level and in accordance with the agreed-upon reimbursement rate as identified in Physical Examination Services, and at the hourly staff reimbursement rates listed below. Rates are subject to change and/or be modified with approval by ADMINISTRATOR and CONTRACTOR. ADMINISTRATOR and CONTRACTOR shall mutually agree on any adjustment to the rates and staffing plan as reasonably necessary and appropriate for the provision of the services and the operation of the County Clinics.

| <u>SERVICE</u>            | <u>RATE</u> |          |
|---------------------------|-------------|----------|
| Physician                 | \$170.00    | per hour |
| Registered Nurse          | 50.00       | per hour |
| Licensed Vocational Nurse | 50.00       | per hour |
| Medical Assistant         | 35.00       | per hour |

G. If CONTRACTOR subcontracts with a Professional Temporary Staffing Agency to provide staffing for physical examination services or other services included above, as approved by ADMINISTRATOR in writing, CONTRACTOR shall document that its subcontracted medical professionals, including but not limited to, Physicians, Physician Assistants, Registered Nurses,



1 Licensed Vocational Nurses, and Medical Assistants maintain all necessary licenses, certificates and  
2 accreditations necessary for the provision of services hereunder and required by the laws, regulations, or  
3 requirements of the United States, the State of California, COUNTY, and any other applicable  
4 governmental agencies. Additionally, CONTRACTOR shall ensure that stated insurance coverage,  
5 consistent with Subparagraph XII.G. of the Agreement, and that the sanction screening process, in  
6 accordance with Subparagraph IV.B. of the Agreement, are completed and documented for all its  
7 subcontracted medical professionals providing services hereunder. CONTRACTOR shall maintain the  
8 aforementioned documentation at its facility and provide any documentation requested by  
9 ADMINISTRATOR within ten (10) business days of ADMINISTRATOR's written request.  
10 CONTRACTOR shall be required to maintain the aforementioned documentation for a period of ten  
11 (10) years.

12 H. SPECIALTY SERVICES – When specialty services are requested by COUNTY, and services  
13 have been rendered by a specialist with whom CONTRACTOR and/or COUNTY does not have a  
14 contract, COUNTY will receive the specialty invoice from the specialty provider, which shall include  
15 applicable applicant/employee identification information, exam date and services rendered, and upon  
16 approval COUNTY provides invoice to CONTRACTOR in order to enable “pass-through” payment by  
17 CONTRACTOR to the specialty provider on COUNTY's behalf. Payment from CONTRACTOR to the  
18 specialty services provider shall occur within forty-five (45) calendar days of receipt of the invoice from  
19 the specialty services provider, prior to billing COUNTY for the amount paid to the specialty services  
20 provider plus a one hundred dollar (\$100) administrative fee, which must be clearly delineated in the  
21 invoice. Proof of payment to the specialty service provider, with key information for reconciliation,  
22 must be attached with the invoice when submitted by CONTRACTOR to COUNTY. CONTRACTOR  
23 shall submit documentation to ADMINISTRATOR as soon as specialist invoices are paid. If specialty  
24 services are requested by COUNTY, and the specialist is contracted by the CONTRACTOR and/or is an  
25 employee of CONTRACTOR, then normal invoicing process shall occur.

26 I. REFERRALS: This Agreement constitutes the entire agreement and understanding of the  
27 Parties and nothing in this Agreement or in any other written or oral agreement between  
28 ADMINISTRATOR and CONTRACTOR, nor any consideration offered or paid in connection with this  
29 Agreement, contemplates or requires the admission or referral of any patients or business to  
30 SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP. This Agreement is not intended to  
31 influence CONTRACTOR'S or Affiliated Physician Groups or any Physician's judgment in choosing  
32 the hospital or other health care facility or provider deemed by CONTRACTOR to be best qualified to  
33 deliver goods or services to any particular patient. The rights of the parties under this Agreement shall  
34 not be dependent in any way on the referral of patients or business to another party by any other party or  
35 any Physician. Notwithstanding the foregoing, CONTRACTOR shall not, and shall ensure that  
36 Physicians do not, refer any COUNTY patient to any provider of health care services that  
37 //

1 CONTRACTOR or any such Physician knows or should know is excluded or suspended from  
2 participation in, or sanctioned by, any Federal Health Care Program.

3 J. Pre-Placement Physical Examination and Periodic Physical Examination rates as referenced in  
4 subparagraph IV.A. of this Exhibit A to the Agreement are inclusive of said physical examinations and  
5 the associated required procedures specified in subparagraph IV.E. of this Exhibit A to the Agreement.

6 K. CONTRACTOR shall not bill the employee/applicant for any Physical Examination Services  
7 CONTRACTOR provides, and will ensure the employee/applicant is not billed for any services  
8 provided by physician specialists.

9 L. COUNTY shall not compensate CONTRACTOR for Physical Examination Services not  
10 performed in accordance with the Services paragraph of this Exhibit A to the Agreement.

11 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
12 Payments – Physical Examination Services Paragraph of this Exhibit A to the Agreement.

### 13 **V. PAYMENTS – PHYSICIAN ADVISORY SERVICES**

14 A. As compensation to CONTRACTOR for physician advisory services as requested by  
15 ADMINISTRATOR, COUNTY shall pay CONTRACTOR at the rates listed below for Medical  
16 Advisory Services for Pre Employment Medical Services. CONTRACTOR shall accept the specified  
17 compensation as set forth below as full payment for performing all physician advisory services and  
18 furnishing all staffing and materials required for same, and for any reasonably unforeseen difficulties  
19 which may arise or be encountered in the execution of the services until acceptance, for risks connected  
20 with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder.  
21 CONTRACTOR is responsible for all costs related to photocopying, telephone and fax communications  
22 while on COUNTY sites during performance of services under this Agreement. CONTRACTOR shall  
23 only be compensated as set forth herein for work performed in accordance with the service provisions of  
24 this Agreement. Rates are subject to change and/or to be modified with approval by  
25 ADMINISTRATOR and CONTRACTOR.  
26

| 27 Medical Advisory – Pre-Employment Medical<br>28 Service Rates | Regular<br>Rate | Discounted Rate<br>(15%) |
|--|-----------------|--------------------------|
| 29 Standard Hourly Rate  | \$200.00        | \$170.00                 |
| 30 Standard Weekly Rate (8hr per week)                           | \$1,600.00      | \$1,360.00               |
| 31 Standard Monthly Rate (8hr per week)                          | \$6,400.00      | \$5,440.00               |
| 32 Standard 9-month Rate (8hr per week)                          | \$57,600.00     | \$48,960.00              |

33 B. COUNTY requires documented proof of standard cost increases on services prior to any price  
34 adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such  
35 adjustment. No retroactive price adjustments will be considered. All price decreases will automatically  
36  
37

1 be extended to COUNTY. COUNTY may enforce, negotiate, or cancel escalating price contracts or take  
 2 any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm  
 3 during the period of the Agreement. Adjustments increasing CONTRACTOR's profit are not allowed  
 4 unless in writing from ADMINISTRATOR and in agreement with CONTRACTOR.

5 C. CONTRACTOR guarantees that rates are equal to or less than rates provided to any other local,  
 6 State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no  
 7 price increases shall be passed along to COUNTY during the term of this Agreement not otherwise  
 8 specified and provided for within this Agreement.

9 D. CONTRACTOR shall reimburse COUNTY for any monies paid to CONTRACTOR for goods  
 10 or services not provided as reported, or when goods or services do not meet the Agreement  
 11 requirements.

12 E. Payments made by COUNTY shall not preclude the right of COUNTY from thereafter  
 13 disputing any items or services involved or billed under this Agreement and shall not be construed as  
 14 acceptance of any part of the items or services.

15 F. CONTRACTOR shall include Medical Advisory Pre-Employment Medical Services charges on  
 16 the form provided by and acceptable to COUNTY.

17 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 18 Payments – Physician Advisory Services Paragraph of this Exhibit A to the Agreement.

## 19 20 **VI. REPORTS**

21 A. CONTRACTOR shall submit, daily to ADMINISTRATOR, completed EFs, and an ETF. For  
 22 purposes of the Agreement, daily means Monday through Friday, except legal holidays of COUNTY.  
 23 CONTRACTOR shall ensure that each corresponding EF is listed on the ETF.

24 B. CONTRACTOR shall submit on forms provided or approved by ADMINISTRATOR, financial  
 25 and/or programmatic reports as required by ADMINISTRATOR concerning CONTRACTOR's  
 26 activities as they affect the services provided hereunder. ADMINISTRATOR shall be specific as to the  
 27 nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

28 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 29 Reports Paragraph of this Exhibit A to the Agreement.

## 30 31 **VII. PHYSICAL EXAMINATION SERVICES**

### 32 **A. FACILITY**

33 1. CONTRACTOR shall maintain a minimum of one or more (1) fully licensed and  
 34 appropriate facility (-ies) for the provision of Physical Examination Services at the following location(s)  
 35 which meets the minimum requirements, or any other location(s) approved in writing by  
 36 ADMINISTRATOR.

37 //

1 9122 Adams Avenue  
2 Huntington Beach, California 92646  
3

4 2. Facility shall include at minimum a waiting room, four (4) patient examination rooms,  
5 office space for confidential patient interviews, and adequate parking spaces to be available, at a  
6 minimum, during normal business hours to persons receiving services under the Agreement.

7 3. All Physical Examination Services locations shall be accessible to the physically  
8 handicapped.

9 B. SERVICES TO BE PROVIDED

10 1. CONTRACTOR shall be capable of handling up to fifteen (15) physical examinations per  
11 day. A minimum of three (3) exams per day shall be a Class 4 exam; the maximum number of Class 4  
12 exams per day shall be five (5). Appointment times shall be available for each class of examination each  
13 day proportionate to the number of estimated examinations.

14 2. Provide Physical Examination Services between normal business hours of operation from  
15 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays of COUNTY and  
16 CONTRACTOR.

17 3. Within forty-eight to seventy-two (48-72) hours' notice, be available to provide extended  
18 hours for Pre-Placement Physical Examination Services as requested, including evenings and Saturdays.  
19 The Parties agree that such requests shall be infrequent and that both CONTRACTOR and  
20 ADMINISTRATOR will collaborate and agree upon an executable plan.

21 4. Verify the identification of all persons referred by ADMINISTRATOR for physical  
22 examination services by using a photo identification card.

23 5. Perform all Physical Examination Services in a period of not more than twenty (20) minutes  
24 for limited Class 1 exams, not more than thirty (30) minutes for Class 1 exams with qualifiers, not more  
25 than sixty (60) minutes for Class 2 exams, not more than sixty (60) minutes for Class 3 exams, and not  
26 more than two (2) hours on the same day for Class 4 exams. It is understood that recommended optional  
27 tests and exams, based on applicant history and deemed necessary by the examining physician, may  
28 incur additional exam time beyond the above mentioned visit times. Three (3) hours shall be the  
29 maximum for Class 3 and Class 4 exams on the same day, except where such performance is beyond the  
30 reasonable control of CONTRACTOR.

31 a. Urgent and emergent cases may present and require immediate attention and treatment  
32 ahead of scheduled appointments on occasion. This shall not result in daily delays causing  
33 CONTRACTOR to be out of compliance with wait times and visit times more than ten (10) percent of  
34 the time. Otherwise, it may indicate CONTRACTOR is out of compliance with staffing minimums or  
35 may need to correct internal processes to prevent this recurring issue. CONTRACTOR shall make best  
36 efforts for waiting room time before examination to be no more than twenty (20) minutes from the time  
37 examinee checks in, inclusive of the examinee completing all paperwork and questionnaires prior to

1 their scheduled appointment the exception to this would be for Class 4 examinees who have not  
2 completed their paperwork, who may be allotted a thirty (30) minute wait time that is inclusive of the  
3 examinee completing and submitting required paperwork to CONTRACTOR staff.

4 b. All efforts shall be made by COUNTY to ensure that examinees are provided with  
5 access and instruction for completing online forms and questionnaires prior to their exam appointment  
6 date and time, to reduce waiting room time. It shall be incumbent on CONTRACTOR to ensure that all  
7 COUNTY questionnaires and forms are completed by the examinee either prior to the examinee's  
8 appointment date or at the time of their examination in conjunction with the examining physician as part  
9 of the CONTRACTOR'S and examining Physician's obligation to review, interview, comment and sign.  
10 Any change in such performance shall require the prior authorization of ADMINISTRATOR.  
11 CONTRACTOR shall provide ADMININSTRATOR waiting room time and total visit time statistics on  
12 a monthly or bi-monthly basis to measure success.

13 6. All in-office tests completed by CONTRACTOR staff operating under the licensure and  
14 supervision of the physician must be reviewed, documented and signed by the physician. Physician must  
15 demonstrate ability to identify borderline, abnormal, or out-of-range test results, comment on the  
16 significance if any, provide recommendations as needed, and order repeat or additional testing as well as  
17 records requests or referrals to provide for further evaluation by other physicians or specialists. As  
18 referenced below, Employee Health Services will formally discuss with and inform the examinee of  
19 non-emergent and non-urgent recommendations made by the physician. Physician signature on  
20 abnormal results as "normal" shall be deemed as inaccurate. Repeated signatures provided inaccurately  
21 on abnormal results indicating results as "normal" may indicate negligence or competency issues,  
22 warranting administrative review, reporting, correction and action by CONTRACTOR. Incorrect test  
23 results provided by clinical staff may cause inaccurate determinations by physicians. Repeated incorrect  
24 test results may indicate competency and skills mastery issues with staff, warranting administrative  
25 review, reporting, correction and action by CONTRACTOR.

26 7. Standards for ethical medical documentation: CONTRACTOR shall follow a written  
27 protocol and/or training for their staff that includes standards of medical documentation. This includes  
28 but may not be limited to understanding and demonstrating accuracy for tests and procedures performed  
29 with correct patient identifiers and dates, as well as format and process for identifying and correcting  
30 data entered in the wrong charts, late entries, and/or document editing. Falsifying documents shall not be  
31 permitted under any circumstances, such as mis-documenting a procedure or test date by "back-dating";  
32 correct procedure is to only provide the date that the actual procedure took place. If necessary, this may  
33 be followed with reference as to why a procedure took place on a date subsequent to the rest of the  
34 exam. If the procedure took place on the originally scheduled exam date but entry was inadvertently  
35 omitted, the actual procedure date must be given with an added explanation that the entry date is "late  
36 entry for". Crossing out of errors is permitted, but erasing, white-out, and/or deletion of previous  
37 documentation that has already been saved and signed is not permitted at any time.

1 8. Perform audiograms in an American National Standards Institute (ANSI)-approved sound  
2 booth. Audiograms performed for medical surveillance examinations shall only be conducted by  
3 CONTRACTOR staff with CAOHC certification in accordance with OSHA requirements and shall be  
4 performed by a licensed technician who is certified by the Council of Accreditation in Occupational  
5 Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric  
6 examinations, obtaining valid audiograms, and properly using, maintaining and checking calibration and  
7 proper functioning of the audiometers being used. A technician who operates audiometers does not need  
8 to be certified. A technician who performs audiometric tests who is not certified must be responsible to a  
9 certified technician or Physician covered by CONTRACTOR. CONTRACTOR must receive, maintain,  
10 and make available to ADMINISTRATOR upon request, valid certificates for any staff performing  
11 these examinations in accordance with the above statements and in response to Section 1910.95 (g)(7)(i)  
12 of OSHA's noise standards.

13 9. Ensure electrocardiograms (EKGs) are reviewed and signed by a licensed physician, and  
14 that borderline EKGs are reviewed and signed by the examining physician with comment to the  
15 significance, if any, as it relates to the medical requirements for the job the applicant is applying for, as  
16 well as need for repeat EKG or additional testing. Abnormal EKGs are reviewed, interpreted, and signed  
17 by a board certified or board eligible cardiologist or internist with comments that may include but not be  
18 limited to recommendations for records request, repeat EKG, need for further testing or evaluation  
19 limitations or restrictions as they relate to the medical requirements for the job for which the applicant is  
20 applying. CONTRACTOR shall deliver EKGs to ADMINISTRATOR by the fifth (5th) business day  
21 following date of the examination.

22 10. Ensure review of and signature on all medical records, tests, and recommendations for work  
23 restrictions by the examining physician, who shall be an occupational health physician with a minimum  
24 of 5 years of experience in occupational health and/or is certified in occupational health. The examining  
25 physician's examination results shall include a summary of medical examination, which shall include  
26 physical findings, laboratory reports, normal, abnormal and borderline EKG reports, and  
27 recommendations for appropriate work restrictions and/or further testing as necessary.

28 11. Ensure examining physician discusses with the employee/applicant only such matters  
29 uncovered during the examination that are deemed medically significant and urgent, e.g., extremely  
30 elevated blood pressure, significant abnormality in EKG, and recommends follow-up accordingly.  
31 Medical and clinic staff will not discuss the outcome of the physical examination findings with the  
32 employee/applicant with respect to the hiring process. Defer any questions from the employee/applicant  
33 to Employee Health Services.

34 12. Compare Periodic Physical Examination findings and results with previous Periodic  
35 Physical Examination findings, and make follow-up recommendations to ADMINISTRATOR if there is  
36 a significant change, e.g., extremely elevated blood pressure, significant abnormality in EKG.

37 //

1 13. Ensure all physical examinations and medical history questionnaire reviews are made by a  
2 licensed physician experienced in occupational medicine, with the exception of Class I examinations,  
3 which may be performed by a Registered Nurse Practitioner (RNP) or Physician Assistant (PA) under  
4 the supervision of a licensed physician. Routine measurements and laboratory samples may be taken by  
5 nurses, medical assistants and technicians.

6 14. Ensure that physical examination services include a thorough review of medical and  
7 occupational history as evidenced by the examining physician, documenting subjective, supportive  
8 answers by the applicant upon further inquiry by the examining physician regarding occupational or  
9 medical history for the purposes of determining previous or current treatment, interventions, follow-up,  
10 tests, and procedures, and the relevance to the current status of the applicant and their ability to perform  
11 the required essential job functions. Services should include a medical examination that incorporates a  
12 review of systems, objective tests and measures performed by the examining physician to evaluate the  
13 integrity and function of all relevant body systems which may include, but not be limited to head,  
14 EENT, psychological, cognitive, musculoskeletal, neurological, cardiac and pulmonary function, skin,  
15 or other areas not mentioned above that may affect the ability for the applicant/employee to perform the  
16 essential job functions in a safe and effective manner. Consideration for the applicant/employee's and  
17 public's safety must also be taken into account and commented on, with appropriate recommendations  
18 made when applicable for recommending work accommodations and/or restrictions. An evaluation of  
19 the ability to perform functional physical tasks which may include but are not limited to lifting, carrying,  
20 pulling and pushing should be clearly documented in the physical examination medical record and  
21 relevant to the physical demands, job description, title schematics, and or medical qualifiers for the  
22 position for which the applicant is applying.

23 15. Deliver physical examination medical records, as specified in subparagraph II.A. and II.B.  
24 of this Exhibit A to the Agreement, to ADMINISTRATOR on or before 3:00 p.m. on the fourth (4th)  
25 business day following the date of the examination If a physical examination includes a two-step TB and  
26 immunization test, final results shall be delivered to ADMINISTRATOR within one (1) business day of  
27 the final read.

28 16. Ensure staff that perform TB tests attend training as required by ADMINISTRATOR.

29 17. Ensure spirometry examinations are performed by a person who has completed a  
30 NIOSH-approved course, and x-rays are read by a licensed physician certified in radiology or a B  
31 Reader.

32 18. Ensure treadmill/cardiac stress tests follow the full, unabbreviated Bruce Protocol and are  
33 performed by a board certified or board eligible cardiologist or internist or board certified occupational  
34 health physician. Results shall include reason for test, minutes and Metadata Encoding and  
35 Transmission Standard (METS), and a copy of the baseline EKG. Employees shall be allowed to  
36 exercise until fatigued. Symptoms and reason for stopping shall be documented. Tests shall be available  
37 //

1 a minimum of four (4) business days per week. CONTRACTOR shall give employee/applicant two (2)  
2 calendar days' notice of scheduled test date and time.

3 19. Provide necessary test equipment during regular business hours, including alternate  
4 equipment when existing equipment is not operational. Equipment shall be accessible to the physically  
5 handicapped. All equipment shall be calibrated and serviced annually or as required, with evidence of  
6 such service available for inspection by ADMINISTRATOR.

7 20. CONTRACTOR is responsible for ensuring they maintain, and operate with, at least the  
8 minimum number and type of staff required for the provision of Physical Examination Services as  
9 described in this Exhibit A. CONTRACTOR must submit a Curriculum Vitae for each new professional  
10 staff member, for review by ADMINISTRATOR, prior to commencement of duties under the  
11 Agreement. If physician is not board certified in occupational medicine, CONTRACTOR shall provide  
12 verifiable evidence that documents a minimum of five (5) years of full-time experience, including  
13 training in occupational medicine.

14 21. Ensure all applicants identified to be at high risk for TB receive a two-step PPD skin test  
15 and reading by appropriate medical personnel. CONTRACTOR shall administer a booster test if  
16 required by protocol.

17 22. Designate a contact person and a backup contact person for purposes of the Agreement.

18 23. CONTRACTOR, its employees, officers, agents, and subcontractors shall not refer any  
19 COUNTY employee/applicant to a private service in which CONTRACTOR has a financial interest.  
20 This Agreement is not intended to influence nor exclude CONTRACTOR'S covered physicians  
21 comprised of MEMORIALCARE MEDICAL GROUP, GREATER NEWPORT PHYSICIANS  
22 MEDICAL GROUP, EDINGER MEDICAL GROUP COASTAL FAMILY MEDICINE AND  
23 MEMORIALCARE OCCUPATIONAL MEDICINE or any Physician's judgement in choosing the  
24 hospital or other healthcare facility or provider deemed by MEMORIALCARE MEDICAL  
25 FOUNDATION "CONTRACTOR" to be best qualified to deliver goods or services to any particular  
26 patient. The rights of the parties under this Agreement shall not be dependent in any way on the referral  
27 of patients or business to another party by any other party or any Physician.

28 24. CONTRACTOR shall be responsible for the collection procedure for the urine drug/alcohol  
29 test and have a contract for the laboratory testing services. CONTRACTOR shall ensure that a legally  
30 defensible chain of custody procedure is written and followed from the point the patient is instructed to  
31 give a urine sample through sample pick-up by the designated courier from the drug screening  
32 laboratory. The patient shall be asked to provide a urine sample for drug/alcohol testing during the  
33 course of the medical examination. The patient shall demonstrate they do not have any personal  
34 belongings within their clothing and shall not have access to, purses, bags, etc. Water to the bathroom  
35 sink and commode shall be turned off.

36 25. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding  
37 sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR



1 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder  
2 shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or  
3 sectarian institution, or religious belief.

4 C. FORMS, PROTOCOLS AND STANDARDS – CONTRACTOR shall provide Pre-Placement  
5 Physical Examination and Periodic Physical Examination Services in accordance with the EF, Physical  
6 Examination Forms, protocols and standards referenced below.

7 1. CONTRACTOR shall use electronic Physical Examination Forms to document Physical  
8 Examination Services provided to individuals pursuant to the Agreement. Downtime paper forms shall  
9 be available for use in the event that electronic health records are out of order or suddenly unavailable.

10 2. ADMINISTRATOR shall refer individuals to CONTRACTOR, and CONTRACTOR shall  
11 provide the services indicated on the EF for each individual referred for Physical Examination Services.

12 3. CONTRACTOR shall adhere to appropriate protocols and standards for physical  
13 examination services to be provided pursuant to the Agreement.

14 4. EFs, Physical Examination Forms, protocols, and standards may be revised by  
15 ADMINISTRATOR, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.  
16 Additional forms, protocols, and standards necessary to carry out Physical Examination Services may be  
17 developed, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.

#### 18 D. QUALITY ASSURANCE

19 1. Employee Health Services shall review completed physical examination records submitted  
20 per required timeline by CONTRACTOR with a quality review report identifying any issues related to  
21 the performance outcomes below. ADMINISTRATOR may review completed physical examination  
22 records and provide CONTRACTOR with additional quality review feedback on a more frequent basis  
23 if deemed necessary. CONTRACTOR shall submit a written response to ADMINISTRATOR, within  
24 seven (7) business days of receipt of the monthly quality review report, describing measures to be taken  
25 to correct the issues.

26 2. Performance Outcomes – CONTRACTOR shall ensure that:

27 a. One hundred percent (100%) of payments to non-contracted physicians for services  
28 rendered are made within forty-five (45) calendar days.

29 b. ninety-five percent (95%) of all Class 1, Class 2, Class 3 and Class 4 forms and charts  
30 shall be error-free.

31 3. Employee/applicant shall be provided the opportunity to provide feedback on the services  
32 and care provided by CONTRACTOR, which shall be made available to COUNTY for review upon  
33 request. Means for collecting customer responses are at the discretion of CONTRACTOR and may  
34 include customer surveys, ratings or reviews. COUNTY requests a minimum thirty percent (30%)  
35 response rate, which may be adjusted with prior authorization from ADMINISTRATOR.

36 4. In the event that an informal problem resolution process cannot be successfully resolved at  
37 point of services and an employee/applicant files a formal complaint and/or grievance with

1 CONTRACTOR, COUNTY shall be notified and made aware of the issue within twenty four (24) hours  
2 of CONTRACTOR'S normal business days excluding weekends and CONTRACTOR'S and  
3 ADMINISTRATOR'S holidays or public holidays. Should the complaint or grievance be validated,  
4 CONTRACTOR shall work to resolve the issue within seventy-two (72) hours within CONTRACTORS  
5 normal business days from the time in which the incident was reported by CONTRACTOR to  
6 ADMINISTRATOR, and inform COUNTY of the action and resolution as well as any additional action  
7 or process changes required to prevent recurrence.

8 E. PHYSICAL EXAMINATIONS – Upon receipt of EF, CONTRACTOR shall provide the  
9 following Physical Examination Services:

10 1. Pre-placement Physical Examinations

11 a. Class 1 Limited Examination: This class of examination shall be provided to  
12 approximately 30 percent of the daily scheduled appointments. This class of examination may be  
13 performed by a physician, RNP, or PA under the supervision of a physician. ADMINISTRATOR will  
14 maintain the option to conduct some or all Class 1 Limited examinations within the Health Care  
15 Agency. Lab tests are not required for this class of examinations.

16 b. Class 1+ Qualifier(s) Examination: This class of examination shall be provided to  
17 approximately thirty percent (30%) of the daily scheduled appointments job applicants per year whose  
18 job duties require light physical demand with one or more qualifiers. This examination must be  
19 performed by a physician.

20 c. Class 2 Examination: This class of examination shall be provided to approximately one  
21 (1) to two (2) job applicants of the daily scheduled appointments whose job duties require moderate  
22 physical demand. This examination must be performed by a physician.

23 d. Class 3 Examination: This class of examination shall be provided to approximately one  
24 (1) to two (2) job applicants of the daily scheduled appointments whose job duties require heavy  
25 physical demand. This examination must be performed by a physician.

26 e. Class 4 Examination: This class of examination shall be provided to approximately at  
27 minimum three (3) appointments, at maximum five (5) appointments per day in public safety  
28 classifications. This class of examination is based on Peace Officer Standards Training (POST)  
29 guidelines and will serve as a base line for future periodic examinations. This examination must be  
30 performed by a physician.

31 2. Periodic Physical Examinations

32 a. Surveillance Examination: This class of examination shall be provided to only those  
33 candidates that require it on initial examination. This examination must be performed by a physician,  
34 with the exception of California DMV, Class B, which may be performed by FMCSA certified nurse  
35 practitioner, physician assistant, or physician. Surveillance examinations include the following  
36 categories:

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- 1) Asbestos
- 2) California DMV, Class B
- 3) Crane Operator
- 4) Hazardous Device (Bomb Squad)
- 5) Hazardous Material (Initial/Exit)
- 6) Lead
- 7) Respirator
- 8) SCUBA

3. Procedures and Other Services – CONTRACTOR shall provide Procedures and Other Services as requested by ADMINISTRATOR. These services shall include, but not be limited to, the following:

- a. Audiometry (Audio)
- b. Blood Lead Test
- c. Blood Draw
- d. Blood Type Test
- e. Body Fat Analysis by Caliper Method (4 Sites)
- f. California DMV Class B Certification (Forms Only)
- g. Complete Blood Count (CBC) with Differential
- h. Color Vision Test (Hardy-Rand-Rittler)
- i. Consent and Collection of Urine Drug/Alcohol Testing Samples
- j. Electrocardiogram (EKG)
- k. Fitness for Duty Evaluation – a physician, board certified in occupational health, shall perform a detailed document review of the case information and medical records as provided by the requesting Agency HR and will delineate the scope of the examination and need for specialty medical services evaluation within five business days.
  - l. Measles, Mumps, Rubella (MMR) Titer
  - m. Medical History Questionnaire
  - n. MMR Vaccine
  - o. Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 Panel)
  - p. Pulmonary Function Test (PFT)
  - q. PFT, Pre and Post Treadmill
  - r. Rectal Examination and Occult Blood, Prostate for Males
  - s. SMA 24 Panel with HDL (Fasting)
  - t. Stool for Occult Blood Test
  - u. Tetanus, Diphtheria, Pertussis (Tdap) Vaccine
  - v. Tetanus, Diphtheria (Td) Vaccine Booster
  - w. Treadmill/Cardiac Stress Test (Bruce Protocol)

- 1 x. Tuberculin (TB) Purified Protein Derivative (PPD) Skin Test Reading
- 2 y. TB PPD Skin Test and Reading (1-Step)
- 3 z. TB PPD Skin Test and Reading (2-Step)
- 4 aa. T-Spot with Prior Authorization
- 5 ab. Urinalysis (Dip Stick)
- 6 ac. Urinalysis (Microscopic)
- 7 ad. Varicella Titer
- 8 ae. Varicella Vaccine
- 9 af. X-Ray, Any Single Chest
- 10 ag. X-Ray, Ankle (3 Views: AP, Lateral, Oblique)
- 11 ah. X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)
- 12 ai. X-Ray, Chest (Left and Right Oblique)
- 13 aj. X-Ray, Chest (PA)
- 14 ak. X-Ray, Chest (PA and Lateral)
- 15 al. X-Ray, Chest, (Reading by "B" Reader)
- 16 am. X-Ray, Elbow (3 Views: Lateral, Oblique)
- 17 an. X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique)
- 18 ao. X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot)
- 19 ap. X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)
- 20 aq. X-Ray, Wrist (3 Views: AP, Lateral, Oblique)
- 21 ar. Zinc Protoporphyrin

22 4. Additional Procedures/Services – CONTRACTOR shall perform additional  
 23 procedures/services not specified above as requested in writing by ADMINISTRATOR and only by  
 24 mutual written agreement of the Parties. Any such procedures/services not specified above and  
 25 requested by ADMINISTRATOR must be dated by and signed by the CONTRACTOR and  
 26 ADMINISTRATOR “parties”, and explicitly indicate agreed upon procedures/services reimbursement  
 27 rates if not listed in Exhibit A of this Agreement.

28 5. Special Requests – Physical Examination Services or procedures by special request shall be  
 29 scheduled for the next available appointment. CONTRACTOR shall fax or telephone results to  
 30 ADMINISTRATOR as soon as they become available. Reimbursement shall be made in accordance  
 31 with subparagraph IV.E. of this Exhibit A to the Agreement, plus an additional 10 percent to be added,  
 32 contingent upon specialty request not being based upon CONTRACTOR error or omission.

33 F. DATABASE AND BILLING SYSTEM – CONTRACTOR shall access and utilize the  
 34 electronic database and billing system as directed by ADMINISTRATOR. ADMINISTRATOR will  
 35 provide to CONTRACTOR the necessary number of RSA Tokens for appropriate CONTRACTOR staff  
 36 to access said system at no cost to CONTRACTOR.

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1 1. CONTRACTOR recognizes RSA Tokens are assigned to a specific individual staff member  
2 with a unique password, and that RSA Tokens and passwords shall not be shared with anyone.

3 2. CONTRACTOR shall return RSA Tokens to ADMINISTRATOR under the following  
4 conditions:

- 5 a. When a staff member no longer performs work related to the Agreement.
- 6 b. When a staff member no longer requires access to said system.
- 7 c. When a staff member leaves employment of CONTRACTOR.
- 8 d. When a token malfunctions.

9 3. CONTRACTOR shall reimburse COUNTY for the actual cost of RSA Tokens lost, stolen,  
10 or damaged through acts of negligence.

11 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
12 Physical Examination Services Paragraph of this Exhibit A to the Agreement.

### 13 **VIII. PHYSICIAN ADVISORY SERVICES**

14 A. CONTRACTOR shall provide occupational medical leadership and guidance for the County  
15 Employee Health Services department to ensure compliance with all federal, state, and local agency  
16 regulations.

17 B. CONTRACTOR shall provide occupational medicine expertise for COUNTY on issues related  
18 to the prevention and treatment of injuries, illnesses, and disabilities that are related to work.

19 C. CONTRACTOR shall provide services at Orange County Employee Health Services, 600 W.  
20 Santa Ana Blvd., Suite 405, Santa Ana, California 92701, and have the capability to complete work  
21 remotely through web-based applications, accessing COUNTY's Electronic Health Record system.

22 D. CONTRACTOR shall provide weekly updates, electronically or in person, to the Employee  
23 Health Program Administrative Manager to include, but not be limited to, work completed, hours  
24 worked, plans for the coming week, and opportunities for improvement.

25 E. CONTRACTOR shall provide occupational medical expertise, review, guidance and clearance  
26 for preplacement examinations in adherence with the Peace Officer Standards and Training (POST)  
27 medical standards.

28 F. CONTRACTOR shall provide occupational medical expertise, review, guidance and clearance  
29 for employees in surveillance medical examination programs including but not limited to: hazardous  
30 materials, SCUBA, bomb squad, asbestos, lead, and rabies.

31 G. CONTRACTOR shall provide evaluation of COUNTY pre-placement and surveillance medical  
32 examination programs.

33 H. CONTRACTOR shall work/collaborate with COUNTY-contracted Occupational Health  
34 Vendor on behalf of COUNTY, for the provision of Occupational Health services including  
35 requirements as referenced above in sections VIII.E, F and G.  
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1 I. CONTRACTOR shall provide oversight of, and occupational medicine expertise for,  
2 aerosolized transmissible disease and blood borne pathogen post-exposure planning and policies.

3 J. CONTRACTOR shall provide consultation, education and guidance, as requested by Employee  
4 Health Services, to County Risk Management, safety division, agencies, departments and worksites on  
5 matters of environmental and occupational health and safety.

6 K. CONTRACTOR shall provide recommendation of appropriate specialists for fitness for duty  
7 evaluations as necessary.

8 L. CONTRACTOR shall collaborate with other healthcare professionals and departments, as  
9 required, including but not limited to epidemiology, pulmonary diseases, psychologist and psychiatrists,  
10 cardiologists, and neurologists.

11 M. CONTRACTOR shall assist in the development and review of Employee Health program goals,  
12 policies and procedures.

13 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
14 Physician Advisory Services Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B  
 TO AGREEMENT FOR PROVISION OF  
 PHYSICAL EXAMINATION SERVICES  
 WITH  
 MEMORIALCARE MEDICAL FOUNDATION  
 JULY 1, 2022 THROUGH JUNE 30, 2025

**I. INFORMATION PRIVACY AND SECURITY REQUIREMENTS**

A. This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements CONTRACTOR is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to CONTRACTOR, or collected, created, maintained, stored, transmitted or used by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's agreement with COUNTY. (Such personal and confidential information is referred to herein collectively as "COUNTY PCI".) COUNTY and CONTRACTOR desire to protect the privacy and provide for the security of COUNTY PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the COUNTY PCI.

1. Order of Precedence: With respect to information privacy and security requirements for all COUNTY PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between CONTRACTOR and COUNTY, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

2. Effect on lower tier transactions: The terms of this Exhibit shall apply to all subcontracts, and the information privacy and security requirements CONTRACTOR is obligated to follow with respect to COUNTY PCI disclosed to CONTRACTOR, or collected, created, maintained, stored, transmitted or used by CONTRACTOR for or on behalf of COUNTY, pursuant to CONTRACTOR's agreement with COUNTY. When applicable the CONTRACTOR shall incorporate the relevant provisions of this Exhibit into each subcontract or to its agents, subcontractors, or independent consultants.

**II. DEFINITIONS**

A. For purposes of the agreement between CONTRACTOR and COUNTY, including this Exhibit, the following definitions shall apply:

1. "Breach" means

a. the unauthorized acquisition, access, use, or disclosure of COUNTY PCI in a manner which compromises the security, confidentiality or integrity of the information; or

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1 b. the same as the definition of "breach of the security of the system" set forth in  
2 California Civil Code section 1798.29(f).

3 2. "Confidential information" means information that:

4 a. does not meet the definition of "public records" set forth in California Government  
5 Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq.  
6 of the California Government Code or any other applicable state or federal laws; or

7 b. is contained in documents, files, folders, books or records that are clearly labeled,  
8 marked or designated with the word "confidential" by COUNTY.

9 3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner  
10 of information outside the entity holding the information.

11 4. "PCI" means "personal information" and "confidential information" (as these terms are  
12 defined herein:

13 5. "Personal information" means information, in any medium (paper, electronic, oral) that:

14 a. directly or indirectly collectively identifies or uniquely describes an individual; or

15 b. could be used in combination with other information to indirectly identify or uniquely  
16 describe an individual, or link an individual to the other information; or

17 c. meets the definition of "personal information" set forth in California Civil Code section  
18 1798.3, subdivision (a) or

19 d. is one of the data elements set forth in California Civil Code section 1798.29,  
20 subdivision (g)(1) or (g)(2); or

21 e. meets the definition of "medical information" set forth in either California Civil Code  
22 section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision U); or

23 f. meets the definition of "health insurance information" set forth in California Civil Code  
24 section 1798.29, subdivision (h)(3); or

25 g. is protected from disclosure under applicable state or federal law.

26 6. "Security Incident" means:

27 a. an attempted breach; or

28 b. the attempted or successful unauthorized access or disclosure, modification or  
29 destruction of COUNTY PCI, in violation of any state or federal law or in a manner not permitted under  
30 the agreement between CONTRACTOR and COUNTY, including this Exhibit; or

31 c. the attempted or successful modification or destruction of, or interference with,  
32 CONTRACTOR's system operations in an information technology system, that negatively impacts the  
33 confidentiality, availability or integrity of COUNTY PCI; or

34 d. any event that is reasonably believed to have compromised the confidentiality,  
35 integrity, or availability of an information asset, system, process, data storage, or transmission.

36 Furthermore, an information security incident may also include an event that constitutes a violation or

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1 | imminent threat of violation of information security policies or procedures, including acceptable use  
2 | policies.

3 | 7. "Use" means the sharing, employment, application, utilization, examination, or analysis of  
4 | information.

### 6 | **III. DISCLOSURE RESTRICTIONS**

7 | CONTRACTOR and its employees, agents, and subcontractors shall protect from unauthorized  
8 | disclosure any COUNTY PCI. CONTRACTOR shall not disclose, except as otherwise specifically  
9 | permitted by the agreement between CONTRACTOR and COUNTY (including this Exhibit), any  
10 | COUNTY PCI to anyone other than COUNTY personnel or programs without prior written  
11 | authorization from the COUNTY Program Contract Manager, except if disclosure is required by State or  
12 | Federal law.

### 14 | **IV. USE RESTRICTIONS**

15 | CONTRACTOR and its employees, agents, and subcontractors shall not use any COUNTY PCI for  
16 | any purpose other than performing the CONTRACTOR's obligations under its agreement with  
17 | COUNTY.

### 19 | **V. SAFEGUARDS**

20 | CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably  
21 | and appropriately protect the privacy, confidentiality, security, integrity, and availability of COUNTY  
22 | PCI, including electronic or computerized COUNTY PCI. At each location where COUNTY PCI exists  
23 | under CONTRACTOR's control, the CONTRACTOR shall develop and maintain a written information  
24 | privacy and security program that includes administrative, technical and physical safeguards appropriate  
25 | to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities  
26 | in performing its agreement with COUNTY, including this Exhibit, and which incorporates the  
27 | requirements of Section VII, Security, below. CONTRACTOR shall provide COUNTY with  
28 | CONTRACTOR's current and updated policies within five (5) business days of a request by COUNTY  
29 | for the policies.

### 31 | **VI. SECURITY**

32 | CONTRACTOR shall take any and all steps reasonably necessary to ensure the continuous security  
33 | of all computerized data systems containing COUNTY PCI. These steps shall include, at a minimum,  
34 | complying with all of the data system security precautions listed in the CONTRACTOR Data Security  
35 | Standards set forth in Attachment 1 to this Exhibit.

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## **VII. SECURITY OFFICER**

At each place where COUNTY PCI is located, the CONTRACTOR shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with ADMINISTRATOR on matters concerning this Exhibit.

## **VIII. TRAINING**

A. CONTRACTOR shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of CONTRACTOR's obligations under CONTRACTOR's agreement with COUNTY, including this Exhibit, or otherwise use or disclose COUNTY PCI.

1. The CONTRACTOR shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

2. The CONTRACTOR shall retain each employee's certifications for COUNTY inspection for a period of three years following contract termination or completion.

3. CONTRACTOR shall provide ADMINISTRATOR with its employee's certifications within five (5) business days of a request by ADMINISTRATOR for the employee's certifications.

## **IX. EMPLOYEE DISCIPLINE**

CONTRACTOR shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other CONTRACTOR workforce members under CONTRACTOR's direct control who intentionally or negligently violate any provisions of this Exhibit.

## **X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES**

A. Notification to COUNTY of Breach or Security Incident: The CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to COUNTY immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information listed in Section X.F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves COUNTY PCI in electronic or computerized form, notification to COUNTY shall be provided by calling ADMINISTRATOR Information Security Office at the telephone numbers listed in Section X.F., below. For purposes of this Section, breaches and security incidents shall be treated as discovered by CONTRACTOR as of the first day on which such breach or security incident is known to the CONTRACTOR, or, by exercising reasonable diligence

1 | would have been known to the CONTRACTOR. CONTRACTOR shall be deemed to have knowledge  
2 | of a breach if such breach is known, or by exercising reasonable diligence would have been known, to  
3 | any person, other than the person committing the breach, who is an employee or agent of the  
4 | CONTRACTOR. CONTRACTOR shall take:

5 |         1. prompt corrective action to mitigate any risks or damages involved with the breach or  
6 | security incident and to protect the operating environment; and

7 |         2. any action pertaining to a breach required by applicable federal and state laws, including,  
8 | specifically, California Civil Code section 1798.29.

9 |         B. Investigation of Breach and Security Incidents: CONTRACTOR shall immediately investigate  
10 | such breach or security incident. As soon as the information is known and subject to the legitimate needs  
11 | of law enforcement, CONTRACTOR shall inform ADMINISTRATOR, ADMINISTRATOR Privacy  
12 | Officer, and the ADMINISTRATOR Information Security Officer of:

13 |             1. what data elements were involved and the extent of the data disclosure or access involved  
14 | in the breach, including, specifically, the number of individuals whose personal information was  
15 | breached;

16 |             2. a description of the unauthorized persons known or reasonably believed to have improperly  
17 | used the COUNTY PCI and/or a description of the unauthorized persons known or reasonably believed  
18 | to have improperly accessed or acquired the COUNTY PCI, or to whom it is known or reasonably  
19 | believed to have had the COUNTY PCI improperly disclosed to them;

20 |             3. a description of where the COUNTY PCI is believed to have been improperly used or  
21 | disclosed;

22 |             4. a description of the probable and proximate causes of the breach or security incident; and

23 |             5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual  
24 | notifications of breaches have been triggered.

25 |         C. Written Report: CONTRACTOR shall provide a written report of the investigation to the  
26 | ADMINISTRATOR, ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information  
27 | Security Officer as soon as practicable after the discovery of the breach or security incident. The report  
28 | shall include, but not be limited to, the information specified above, as well as a complete, detailed  
29 | corrective action plan, including information on measures that were taken to halt and/or contain the  
30 | breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of  
31 | data regarding such breach or security incident.

32 |         D. Notification to Individuals: If notification to individuals whose information was breached is  
33 | required under state or federal law, and regardless of whether CONTRACTOR is considered only a  
34 | custodian and/or non-owner of the COUNTY PCI, CONTRACTOR shall, at its sole expense, and at the  
35 | sole election of COUNTY, either:

36 |             1. make notification to the individuals affected by the breach (including substitute  
37 | notification), pursuant to the content and timeliness provisions of such applicable state or federal breach

1 notice laws. CONTRACTOR shall inform the COUNTY Privacy Officer of the time, manner and  
2 content of any such notifications, prior to the transmission of such notifications to the individuals; or

3 2. cooperate with and assist COUNTY in its notification (including substitute notification) to  
4 the individuals affected by the breach.

5 E. Submission of Sample Notification to Attorney General: If notification to more than 500  
6 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether  
7 CONTRACTOR is considered only a custodian and/or non-owner of the COUNTY PCI,  
8 CONTRACTOR shall, at its sole expense, and at the sole election of COUNTY, either:

9 1. electronically submit a single sample copy of the security breach notification, excluding  
10 any personally identifiable information, to the Attorney General pursuant to the format, content, and  
11 timeliness provisions of Section 1798.29, subdivision (e). CONTRACTOR shall inform  
12 ADMINISTRATOR Privacy Officer of the time, manner, and content of any such submissions, prior to  
13 the transmission of such submissions to the Attorney General; or

14 2. cooperate with and assist COUNTY in its submission of a sample copy of the notification  
15 to the Attorney General.

16 F. COUNTY Contact Information: To direct communications to the above referenced COUNTY  
17 staff, CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make  
18 changes to the contact information below by verbal or written notice to CONTRACTOR. Said changes  
19 shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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21 ADMINISTRATOR Program Manager

22 County of Orange

23 Health Care Agency

24 600 W. Santa Ana Boulevard, Suite 405

25 Santa Ana, California 92701

26 Attention: Stephanie Plowman

27 E-mail: SPlowman@ochca.com

28 Telephone: (714) 565-3782

29  
30 ADMINISTRATOR Contract Manager

31 County of Orange

32 Health Care Agency

33 405 W. 5<sup>th</sup> Street, Suite 600

34 Santa Ana, California 92701

35 Attention: Lynn Miles

36 E-mail: lymiles@ochca.com@ochca.com

37 Telephone: (714) 834-3137

1 ADMINISTRATOR Privacy Officer  
 2 County of Orange  
 3 Orange County Information Technology (OCIT)  
 4 1055 N. Main Street  
 5 Santa Ana, California 92701  
 6 Attention: Linda Le  
 7 E-mail: [linda.le@ocit.ocgov.com](mailto:linda.le@ocit.ocgov.com)  
 8 Telephone: (714) 834-4082  
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10 ADMINISTRATOR Information Security Officer  
 11 County of Orange  
 12 Health Care Agency  
 13 200 W. 5<sup>th</sup> Street  
 14 Santa Ana, California 92701  
 15 Attention: David Castellanos  
 16 E-mail: [dcastellanos@ochca.com](mailto:dcastellanos@ochca.com)  
 17 Telephone: (714) 834-3433  
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19 **XI. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING**

20 CONTRACTOR shall document and make available to COUNTY or (at the direction of COUNTY)  
 21 to an Individual such disclosures of COUNTY PCI, and information related to such disclosures,  
 22 necessary to respond to a proper request by the subject Individual for an accounting of disclosures of  
 23 personal information as required by Civil Code section 1798.25, or any applicable state or federal law.  
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25 **XII. REQUEST FOR COUNTY PCI BY THIRD PARTIES**

26 CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the  
 27 COUNTY Program Contract Manager all requests for disclosure of any COUNTY PCI requested by  
 28 third parties to the agreement between CONTRACTOR and COUNTY (except from an Individual for  
 29 an accounting of disclosures of the individual's personal information pursuant to applicable state or  
 30 federal law), unless prohibited from doing so by applicable state or federal law.  
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32 **XIII. AUDITS**

33 Inspection and Enforcement COUNTY may inspect the facilities, systems, books and records of  
 34 CONTRACTOR to monitor compliance with this Exhibit. CONTRACTOR shall promptly remedy any  
 35 violation of any provision of this Exhibit and shall certify the same to the COUNTY Program Contract  
 36 Manager in writing.  
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1 involves inactions or actions by the CONTRACTOR, except where CONTRACTOR or its  
2 subcontractor, workforce employee or agent is a named adverse party.

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4 **XVII. NO THIRD PARTY BENFICIARIES**

5 Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor  
6 shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and their  
7 respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

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9 **XVIII. INTERPRETATION**

10 The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement  
11 and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms  
12 and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent  
13 with federal and state laws and regulations.

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15 **XIX. SURVIVAL**

16 If CONTRACTOR does not return or destroy the COUNTY PCI upon the completion or  
17 termination of the Agreement, the respective rights and obligations of CONTRACTOR under Sections  
18 V, VI, and X of this Exhibit shall survive the completion or termination of the agreement between  
19 CONTRACTOR and COUNTY.

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1 ATTACHMENT 1  
2 TO EXHIBIT B  
3 TO AGREEMENT FOR PROVISION OF  
4 PHYSICAL EXAMINATION SERVICES  
5 WITH  
6 MEMORIALCARE MEDICAL FOUNDATION  
7 JULY 1, 2022 THROUGH JUNE 30, 2025

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9 **I. CONTRACTOR DATA SECURITY STANDARDS**

10 A. General Security Controls

11 1. Confidentiality Statement. All persons that will be working with COUNTY PCI must sign a  
12 confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy  
13 safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
14 workforce member prior to access to COUNTY PCI. The statement must be renewed annually. The  
15 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for  
16 a period of three (3) years following contract termination.

17 2. Background check. Before a member of the CONTRACTOR's workforce may access  
18 COUNTY PCI, CONTRACTOR must conduct a thorough background check of that worker and  
19 evaluate the results to assure that there is no indication that the worker may present a risk for theft of  
20 confidential data. The CONTRACTOR shall retain each workforce member's background check  
21 documentation for a period of three (3) years following contract termination.

22 3. Workstation/Laptop encryption. All workstations and laptops that process and/or store  
23 COUNTY PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption  
24 Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved  
25 by the COUNTY Information Security Office.

26 4. Server Security. Servers containing unencrypted COUNTY PCI must have sufficient  
27 administrative, physical, and technical controls in place to protect that data, based upon a risk  
28 assessment/system security review.

29 5. Minimum Necessary. Only the minimum necessary amount of COUNTY PCI required to  
30 perform necessary business functions may be copied, downloaded, or exported.

31 6. Removable media devices. All electronic files that contain COUNTY PCI data must be  
32 encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies,  
33 CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such  
34 as Advanced Encryption Standard (AES), with a 128bit key or higher.

35 7. Antivirus software. All workstations, laptops and other systems that process and/or store  
36 COUNTY PCI must install and actively use a comprehensive anti-virus software solution with  
37 automatic updates scheduled at least daily.



1 8. Patch Management. All workstations, laptops and other systems that process and/or store  
2 COUNTY PCI must have operating system and application security patches applied, with system reboot  
3 if necessary. There must be a documented patch management process which determines installation  
4 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable  
5 patches must be installed within thirty (30) calendar days of vendor release.

6 9. User IDs and Password Controls. All users must be issued a unique user name for accessing  
7 COUNTY PCI. Username must be promptly disabled, deleted, or the password changed upon the  
8 transfer or termination of an employee with knowledge of the password. Passwords are not to be shared.  
9 Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format  
10 on the computer. Must be changed every sixty (60) calendar days. Must be changed if revealed or  
11 compromised. Must be composed of characters from at least three of the following four groups from the  
12 standard keyboard:

- 13 a. Upper case letters (A-Z)
- 14 b. Lower case letters (a-z)
- 15 c. Arabic numerals (0-9)
- 16 d. Non-alphanumeric characters (punctuation symbols)

17 10. Data Sanitization. All COUNTY PCI must be sanitized using NIST Special Publication  
18 800-88 standard methods for data sanitization when the COUNTY PCI is no longer needed.

#### 19 B. System Security Controls

20 1. System Timeout. The system must provide an automatic timeout, requiring reauthentication  
21 of the user session after no more than twenty (20) minutes of inactivity.

22 2. Warning Banners. All systems containing COUNTY PCI must display a warning banner  
23 each time a user attempts access, stating that data is confidential, systems are logged, and system use is  
24 for business purposes only. User must be directed to log off the system if they do not agree with these  
25 requirements.

26 3. System Logging. The system must maintain an automated audit trail which can identify the  
27 user or system process which initiates a request for COUNTY PCI, or which alters COUNTY PCI. The  
28 audit trail must be date and time stamped, must log both successful and failed accesses, must be read  
29 only, and must be restricted to authorized users. This logging must be included for all user privilege  
30 levels including, but not limited to, systems administrators. If COUNTY PCI is stored in a database,  
31 database logging functionality must be enabled. Audit trail data must be archived for at least three (3)  
32 years after occurrence.

33 4. Access Controls. The system must use role based access controls for all user  
34 authentications, enforcing the principle of least privilege.

35 5. Transmission encryption. All data transmissions of COUNTY PCI outside the contractor's  
36 secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced  
37 Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network

1 level, or the data files containing COUNTY PCI can be encrypted. This requirement pertains to any type  
2 of COUNTY PCI in motion such as website access, file transfer, and E-Mail.

3 6. Intrusion Detection. All systems involved in accessing, holding, transporting, and  
4 protecting COUNTY PCI that are accessible via the Internet must be protected by a comprehensive  
5 intrusion detection and prevention solution.

6 C. Audit Controls

7 1. System Security Review. All systems processing and/or storing COUNTY PCI must have  
8 at least an annual system risk assessment/security review which provides assurance that administrative,  
9 physical, and technical controls are functioning effectively and providing adequate levels of protection.  
10 Reviews shall include vulnerability scanning tools.

11 2. Log Reviews. All systems processing and/or storing COUNTY PCI must have a routine  
12 procedure in place to review system logs for unauthorized access.

13 3. Change Control. All systems processing and/or storing COUNTY PCI must have a  
14 documented change control procedure that ensures separation of duties and protects the confidentiality,  
15 integrity and availability of data.

16 D. Business Continuity/ Disaster Recovery Controls

17 1. Disaster Recovery. CONTRACTOR must establish a documented plan to enable  
18 continuation of critical business processes and protection of the security of electronic COUNTY PCI in  
19 the event of an emergency. Emergency means any circumstance or situation that causes normal  
20 computer operations to become unavailable for use in performing the work required under this  
21 agreement for more than twenty-four (24) hours.

22 2. Data Backup Plan. CONTRACTOR must have established documented procedures to  
23 securely backup COUNTY PCI to maintain retrievable exact copies of COUNTY PCI. The backups  
24 shall be encrypted. The plan must include a regular schedule for making backups, storing backups  
25 offsite, an inventory of backup media, and the amount of time to restore COUNTY PCI should it be lost.  
26 At a minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY  
27 data.

28 E. Paper Document Controls

29 1. Supervision of Data. COUNTY PCI in paper form shall not be left unattended at any time,  
30 unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not  
31 being observed by an employee authorized to access the information. COUNTY PCI in paper form shall  
32 not be left unattended at any time in vehicles or planes and shall not be checked in baggage on  
33 commercial airplanes.

34 2. Escorting Visitors. Visitors to areas where COUNTY PCI is contained shall be escorted and  
35 COUNTY PHI shall be kept out of sight while visitors are in the area.

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1 3. Confidential Destruction. COUNTY PCI must be disposed of through confidential means,  
2 using NIST Special Publication 800-88 standard methods for data sanitization when the COUNTY PSCI  
3 is no longer needed.

4 4. Removal of Data. COUNTY PCI must not be removed from the premises of the  
5 CONTRACTOR except with express written permission of COUNTY.

6 5. Faxing. Faxes containing COUNTY PCI shall not be left unattended and fax machines shall  
7 be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in  
8 error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

9 6. Mailing. COUNTY PCI shall only be mailed using secure methods. Large volume mailings  
10 of COUNTY PHI shall be by a secure, bonded courier with signature required on receipt. Disks and  
11 other transportable media sent through the mail must be encrypted with a COUNTY approved solution,  
12 such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING  
13 INITIATIVE.

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