



**AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-20010233  
FOR  
PHYSICAL EXAMINATION SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20010233 for Physical Examination Services is made and entered into on January 25 2022 (“Effective Date”) between Occupational Health Centers of California, a Medical Corporation, dba Concentra Medical Centers (“Contractor”), with a place of business at 1101 S. Anaheim Boulevard, Anaheim, California, 92805, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-20010233 for Physical Examination Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,350,000 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend specific terms and conditions in the Contract, to amend Exhibit A of the Contract, and to increase the Period Three Maximum Obligation by \$300,000.

NOW, THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Period Three Maximum Obligation is increased by \$300,000, effective January 25 2022, for a revised total amount not to exceed \$1,650,000.
2. Referenced Contract Provisions, Maximum Obligation term, is deleted in its entirety and replaced with the following:

“Maximum Obligation:

Period One Maximum Obligation: \$ 450,000

Period Two Maximum Obligation: 450,000

Period Three Maximum Obligation: 750,000

TOTAL MAXIMUM OBLIGATION: \$1,650,000”

3. Paragraph XIV. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA is deleted in its entirety and replaced with the following:

“A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or

indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

4. Paragraph XXI. RECORDS MANAGEMENT AND MAINTENANCE is deleted in its entirety and replaced with the following:

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

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

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

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

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR

shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR shall maintain Client records and must establish and implement written record management procedures.

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

E. CONTRACTOR shall retain all Client and/or patient medical records for ten (10) years following discharge of the Client.

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

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

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

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

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

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

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

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

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

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

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

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

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

5. Paragraph XXVII. TERMINATION is deleted in its entirety and replaced with the following:

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR’s services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons

treated or assisted pursuant to this Agreement.

C. CONTINGENT FUNDING

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

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

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

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

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

E. In the event this Agreement is terminated, CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.

4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.

6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

8. To the extent services are terminated, cancel outstanding commitments

covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

9. Provide written notice of termination of services to each Client being served under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars day period.

F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement."

6. Exhibit A, Paragraph II. MEDICAL RECORDS, is deleted in its entirety and replaced with the following:

"A. For each new patient receiving a Pre-Placement Physical Examination, CONTRACTOR shall create a medical record, which shall include, but not be limited to, a summary of medical examination, medical history, physical examination findings, laboratory and other tests results, physician notes, and when applicable, recommendations of appropriate work restrictions. The chart, including all tests reviewed and comments and remarks to applicant's "yes" answers on questionnaires, indicates further interview by examining physician. Objective tests and pertinent positive and negative findings to substantiate an applicant's ability to perform essential job functions, or recommendations for work restrictions, shall be signed by the examining physician only when complete and verified for accuracy. Fillable comment boxes were re-inserted into the Electronic Health Record (EHR) system at the end of each question and are visible when a "yes" answer is chosen, to provide for any additional detail to be included by applicant, and for physician's documentation of comments for any "yes" responses. In the absence of individual boxes per question/line item, the physician shall document all comments in the summary section at the end of the form. All comments, notes, findings, interpretations and background detail shall be included within the questionnaire and final summary sections within the County's EHR system.

1. Medical records shall be maintained and transferred electronically to COUNTY by CONTRACTOR, utilizing the electronic file transfer (EFT) system that COUNTY requires CONTRACTOR to use. COUNTY shall notify CONTRACTOR in writing if there is a proposed change in which EFT system COUNTY requires CONTRACTOR to use. Thereafter, before any new system is implemented, the parties agree to meet in good faith to discuss all changes, including how workflow and resource allocations may be impacted, and incorporate such changes in an amendment to this Agreement. COUNTY also will notify CONTRACTOR of any necessary changes made within the existing EFT system that may affect CONTRACTOR's operations. All efforts toward data transfer automation and integration shall be ongoing; CONTRACTOR will be advised prior to any and all further updated process implementation that affects CONTRACTOR's operations, and COUNTY shall be receptive to CONTRACTOR voicing any concerns that may arise. CONTRACTOR may also utilize a secure website or secure fax line, if authorized by ADMINISTRATOR, to which COUNTY has applicable access

and in the manner agreed upon for specific record types as authorized by ADMINISTRATOR. All records must be thoroughly completed and checked for accuracy by CONTRACTOR prior to signature, and must be signed by physician prior to release and/or transfer to COUNTY.

2. Such medical records shall include, but are not limited to, the following (as applicable):

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

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

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

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

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

B. For each patient receiving a Periodic Physical Examination, or procedures and other services, CONTRACTOR shall create a medical record and shall include all applicable documents in the same electronic format as the Pre-Placement Physical Examination medical record. CONTRACTOR shall assign the Medical Record Number (MRN) that is generated by CONTRACTOR's system. The MRN shall be included on all tests results and medical record documents, including x-rays.

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

D. CONTRACTOR agrees that if and when an individual should ever request their medical records, CONTRACTOR is responsible for obtaining and providing the requested medical records to the requesting party.

E. CONTRACTOR shall deliver medical records, except annual management medical records, to ADMINISTRATOR within the timeframe specified in Paragraph V.B.13 of this Exhibit A to the Agreement. CONTRACTOR shall maintain all annual management medical records and shall send a summary of findings and recommendations for the Annual Management examinations directly to the employee.

F. CONTRACTOR shall deliver the required records to COUNTY through the EFT system by 5:00 pm on the due date. CONTRACTOR must utilize the dashboard within the

COUNTY EHR to indicate when a file is complete and ready for review by EHS. CONTRACTOR shall upload all the electronically printed results to COUNTY, which includes but is not limited to, the following:

- a. Urinalysis
- b. HRR color test results
- c. Blood labs
- d. ECG
- e. Treadmills
- f. Candidate vaccine records
- g. Candidate ID
- h. Audiogram
- i. DOT Physical
- j. Tattoo sheet
- k. Pulmonary Function Test

This also includes vitals and direct entry results:

- a. Vital signs
- b. EHR Exam Activities section, including vision: far and near, uncorrected and corrected, glasses or contacts, perimeter and stereo depth in EMH system (if applicable)
- c. EHR Questionnaire section: Grip strength test results, including three (3) values per person
- d. EHR Questionnaire section: Including body fat measurements: one (1) measurement at each of four (4) sites, to provide total body fat calculation
- e. EHR TB/Immunization section: Completed testing, including administered immunizations if administered at Concentra
- f. All physician's notes.

G. CONTRACTOR may hire up to one (1) additional FTE to complete the above referenced upload and filing of scanned printed results and data entry directly into COUNTY's EHR. Only time utilized directly for data entry, upload and filing within the EHR may be billed; and all time reported shall be documented on an administrative staffing log for accountability, which shall be submitted to COUNTY on a monthly basis in conjunction with all other billing documentation. Should it prove to be a more efficient and cost effective process to provide the above completed records to COUNTY's secured EFT site in lieu of direct entry and or upload to the EHR, then no additional FTE shall be billed to COUNTY as delivery of records is a contract requirement.

H. Records delivery is the responsibility of CONTRACTOR, and it is not incumbent upon COUNTY to retrieve records and necessary documentation, charts or graphs from a provider-based website or other location. Time spent by CONTRACTOR to upload documents for its own records system requirements shall not be applied to the additional FTE hours or billed to COUNTY.



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

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

7. Exhibit A, Paragraph III. PAYMENTS, Subparagraphs A, B and C are deleted in their entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR, monthly in arrears, for only those Physical Examination Services provided pursuant to the Agreement. CONTRACTOR shall invoice COUNTY on a monthly basis. Billing Reports are due from CONTRACTOR to COUNTY by the tenth (10<sup>th</sup>) day following the end of the month being reported. As COUNTY is required to review and approve the billing report prior to invoice submission by CONTRACTOR, if the billing report is accurate with no corrections required, COUNTY will approve the billing report within ten (10) business days of receipt. Billing reports that have been identified by COUNTY to require correction may result in processing delays and approval of billing report. Requests for corrections must be re-submitted within five (5) days for secondary review and approval prior to invoices being provided to ADMINISTRATOR.

B. CONTRACTOR's invoices for Physical Examination Services shall be documented in accordance with procedures approved by ADMINISTRATOR. Invoices are due the twentieth (20<sup>th</sup>) day of the month following the month in which services were performed under the Agreement. Invoices received after the due date may not be paid within the same month. Payment to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of invoice.

C. CONTRACTOR may not claim reimbursement for rendering incorrect services, services not ordered by COUNTY, services not authorized by COUNTY, incomplete services or redundant services that require a tertiary visit and duplication of services at Employee Health, nor will it be permitted to be repeated a third time at CONTRACTOR site without prior authorization and without additional charge, unless such incomplete or redundant service is required as a direct result of the act or omission by COUNTY or COUNTY's employee.”

8. Exhibit A, Paragraph III PAYMENTS, Subparagraph F, all references to “Public Health Clinic (Title 22)”, “Senior Aide Participant”, “Photo I.D.” and “CCO Form” are deleted in their entirety.

9. Exhibit A, Paragraph III. PAYMENTS, Subparagraph H is deleted in its entirety and replaced with the following:

“H. When specialty services are requested by COUNTY, and services have been rendered by a specialist with whom CONTRACTOR and/or COUNTY does not have a contract, COUNTY will receive the specialty invoice from the specialty provider, which shall include applicable applicant/employee identification information, exam date and services rendered. Upon approval, COUNTY will provide invoice and the specialty provider's W-9 to CONTRACTOR in order to enable “pass-through” payment by CONTRACTOR to the specialty provider on COUNTY's behalf. Payment from CONTRACTOR to the specialty services provider shall occur within forty-five (45) calendar days of receipt of the billing report and invoice from

COUNTY on behalf of the specialty services prior to billing COUNTY for the amount paid to the specialty services provider plus a one hundred dollar (\$100) administrative fee, which must be clearly delineated in the invoice. Proof of payment to the specialty service provider, with key information for reconciliation, must be attached with the invoice when submitted by CONTRACTOR to COUNTY. CONTRACTOR shall submit documentation to ADMINISTRATOR as soon as specialist invoices are paid. If specialty services are requested by COUNTY, and the specialist is contracted by CONTRACTOR and/or is an employee of CONTRACTOR, then normal invoicing process shall occur. For purposes of this Paragraph III.H, Specialty Services are defined as any services required by COUNTY that are outside the scope of CONTRACTOR's core services."

10. Exhibit A, Paragraph V. SERVICES, Subparagraph B.5., is deleted in its entirety and replaced with the following:

"5. CONTRACTOR shall use best efforts to perform all Physical Examination Services in the following periods, depending on the class of service:

a. Perform all Physical Examination Services in a period of:

- i. Not more than ninety (90) minutes for limited Class 1 exams, inclusive of maximum twenty-minute waiting room time;
- ii. Not more than one hundred ten (110) minutes for Class 1 exams with qualifiers, inclusive of maximum twenty-minute waiting room time;
- iii. Between one hundred twenty (120) to one hundred sixty (160) minutes for Class 2 exams, inclusive of maximum twenty-minute waiting room time;
- iv. Between one hundred twenty (120) and one hundred sixty (160) minutes, for Class 3 exams, inclusive of maximum twenty-minute waiting room time;
- v. Between two (2) and three (3) hours on the same day for Class 4 exams, inclusive of maximum twenty-minute waiting room time;
- vi. Total waiting room time of thirty (30) minutes is allotted for Class 4 exams only, if questionnaires have not been fully completed prior to appointment.

b. It is understood that recommended optional tests and exams, based on applicant history and deemed necessary by the examining physician, may incur additional exam time beyond the above-mentioned visit times. Three (3) hours shall be the maximum for Class 3 and Class 4 exams with additional optional tests on the same day, except where such performance is beyond the reasonable control of CONTRACTOR. The parties also agree that there could be circumstances beyond the reasonable control of CONTRACTOR where these examination time measures cannot be met. CONTRACTOR may utilize

discretion for arrivals that are later than 15 minutes for their appointment, which may result in a longer wait time or the appointment being re-scheduled in order to avoid affecting other scheduled appointments. When these situations occur, CONTRACTOR shall inform of the cause of the outliers on a weekly basis by providing a record of accountability to COUNTY. Additionally, the Physical Examination Services set forth herein include the maximum waiting room times set forth in this subparagraph B.5.

c. Urgent and emergent cases may present and require immediate attention and treatment ahead of scheduled appointments on occasion. This shall not result in daily delays causing CONTRACTOR to be out of compliance with wait times and visit times more than ten percent (10%) of the time. Otherwise, it may indicate CONTRACTOR is out of compliance with staffing minimums or may need to correct internal processes to prevent this recurring issue. CONTRACTOR shall make best efforts for waiting room time before examination to be no more than twenty (20) minutes from the time examinee checks in, inclusive of the examinee completing all paperwork and questionnaires prior to their scheduled appointment; the exception to this would be for Class 4 examinees who have not completed their paperwork, who may be allotted a thirty (30) minute wait time that is inclusive of the examinee completing and submitting required paperwork to CONTRACTOR staff.

d. COUNTY will provide all examinees with access to and instructions for completing online forms and questionnaires prior to their exam appointment date and time. COUNTY checks for completion of questionnaires and provides reminders to examinees when questionnaires are not completed. However, it shall be incumbent on CONTRACTOR to ensure that all COUNTY questionnaires and forms are completed by the examinee either as part of the intake process prior to the examinee's appointment date, or at the time of their examination in conjunction with the examining physician, as part of CONTRACTOR's and examining Physician's obligation to review, interview, comment and sign. Any change in such performance shall require the prior authorization of ADMINISTRATOR.

e. All in-office tests completed by CONTRACTOR staff operating under the licensure and supervision of the physician must be reviewed, documented and signed by the physician. Physician must demonstrate ability to identify borderline, abnormal, or out-of-range test results, comment on the significance if any, provide recommendations as needed, and order repeat or additional testing as well as records requests or referrals to provide for further evaluation by other physicians or specialists.

f. Employee Health Services will formally discuss with and inform the examinee of non-emergent and non-urgent recommendations made by the physician. Physician signature on abnormal results as "normal" shall be deemed as inaccurate. Repeated signatures provided inaccurately on abnormal results indicating results as "normal" may indicate negligence or competency issues, warranting administrative review, reporting, correction and action by

CONTRACTOR. Incorrect test results provided by clinical staff may cause inaccurate determinations by physicians. Repeated incorrect test results may indicate competency and skills mastery issues with staff, warranting administrative review, reporting, correction and action by CONTRACTOR.

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

h. For purposes of measuring the examination times set forth above, time shall be measured as the total time at CONTRACTOR’s medical facility from check in to check out.”

11. Exhibit A, Paragraph V. SERVICES, Subparagraph B.6., is deleted in its entirety and replaced with the following:

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

12. Exhibit A, Paragraph V. SERVICES, Subparagraph B.7., is deleted in its entirety and replaced with the following:

- “7. Perform all electrocardiograms ensuring that:
- a. All electrocardiograms (EKGs) are reviewed and signed by a licensed physician, and that borderline EKGs are reviewed and signed by the examining physician with comment to the significance, if any, as it relates to the medical requirements for the job the applicant is applying for, as well as need for repeat EKG or additional testing.
  - b. Abnormal EKGs are reviewed, interpreted, and signed by a board certified or board eligible cardiologist or internist with comments that may include but not be limited to recommendations for records request, repeat EKG, need for further testing or evaluation limitations or restrictions as they relate to the medical requirements for the job for which the applicant is applying.
  - c. CONTRACTOR delivers EKGs to ADMINISTRATOR by the fifth (5th) business day following date of the examination, except for EKGs for Annual Management Examinations, which shall be forwarded to the employee.”
13. Exhibit A, Paragraph V. SERVICES, Subparagraph B.8., is deleted in its entirety and replaced with the following:
- “8. Ensure review of and signature on all medical records, tests, and recommendations for work restrictions by the examining physician, who must be an occupational health physician with a minimum of five (5) years of experience in occupational health and/or is certified in occupational health. The examining physician’s examination results must contain a summary of medical examination, which must include physical findings, laboratory reports, normal, abnormal and borderline EKG reports, and recommendations for appropriate work restrictions and/or further testing as necessary.”
14. Exhibit A, Paragraph V. SERVICES, Subparagraph B.12., is deleted in its entirety and replaced with the following:
- “12. Ensure an evaluation of the applicant’s ability to perform functional physical tasks, which may include but are not limited to lifting, carrying, pulling and pushing, is clearly documented in the physical examination medical record and relevant to the physical demands, job description, title schematics, and or medical qualifiers for the position for which the applicant is applying.”
15. Exhibit A, Paragraph V. SERVICES, Subparagraph B.24., is added to the CONTRACT as follows:
- “24. Ensure the following:
1. All physical examination services include a thorough review of medical and occupational history as evidenced by the examining physician, documenting subjective, supportive answers by the applicant upon further inquiry by the examining physician regarding occupational or medical history for the purposes of determining previous or current treatment, interventions, follow-up, tests, and procedures, and the relevance to the current status of the applicant and their ability to perform the required essential job functions.

2. Services include a medical examination that incorporates a review of systems, objective tests and measures performed by the examining physician to evaluate the integrity and function of all relevant body systems which may include, but not be limited to head, EENT, psychological, cognitive, musculoskeletal, neurological, cardiac and pulmonary function, skin, or other areas not mentioned above, that may affect the ability for the applicant/employee to perform the essential job functions in a safe and effective manner. Consideration for the applicant/employee's and public's safety must also be taken into account and commented on, with appropriate recommendations made when applicable for recommending work accommodations and/or restrictions.

3. TB test documentation and all other test documentation meets industry medical standards for documentation and interpretation."

16. Exhibit A, Paragraph V. SERVICES, Subparagraph C.2., is deleted in its entirety and replaced with the following:

"2. Performance Outcomes – CONTRACTOR shall ensure that:

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

b. Ninety-five percent (95%) of all Class 1, Class 2, Class 3 and Class 4 forms and charts shall be error-free of typographical or administrative errors. This percentage does not apply to substantive errors pertaining to analysis, interpretation of results, recommendations, or inclusion of pertinent applicant/employee medical history, for which there is no margin for error. While COUNTY reserves the right to perform external random chart audits at any time, it is incumbent upon CONTRACTOR to implement and maintain internal quality assurance safeguards and processes, including but not limited to, internal chart audits, which shall be provided to COUNTY when requested, based upon areas identified as requiring additional review and/or improvement. Error reports are currently provided by COUNTY as a courtesy, but should not be utilized as the sole reference to guide corrections to medical record errors."

17. Exhibit A, Paragraph V. SERVICES, Subparagraph D.1., is deleted in its entirety and replaced with the following:

"1. Pre-placement Physical Examinations

a. Class 1 Limited Examination: This class of examination shall be provided to approximately four hundred (400) to five hundred (500) job applicants per year whose job duties require light physical demand. This class of examination may be performed by a physician, RNP, or PA under the supervision of a physician. ADMINISTRATOR will maintain the option to conduct some or all Class 1 Limited examinations within the Health Care Agency. Lab tests are not required for this class of examinations.

b. Class 1+ Qualifier(s) Examination: This class of examination shall be provided to approximately two hundred (200) job applicants per year whose job

duties require light physical demand with one or more qualifiers. This examination must be performed by a physician.

c. Class 2 Examination: This class of examination shall be provided to approximately five hundred (500) job applicants per year whose job duties require moderate physical demand. This examination must be performed by a physician.

d. Class 3 Examination: This class of examination shall be provided to approximately sixty (60) to eighty (80) job applicants per year whose job duties require heavy physical demand. This examination must be performed by a physician.

e. Class 4 Examination: This class of examination shall be provided to approximately four hundred (400) to five hundred (500) job applicants per year in public safety classifications. This class of examination is based on Peace Officer Standards Training (POST) guidelines and will serve as a base line for future periodic examinations. This examination must be performed by a physician.”

18. Exhibit A, Paragraph V. SERVICES, Subparagraph D.2.b., is deleted in its entirety and replaced with the following:

“b. Surveillance Examination: This class of examination shall be provided to approximately four hundred (400) COUNTY employees per year, as required by law or special circumstances. This examination must be performed by a physician. Surveillance examinations include the following categories:

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

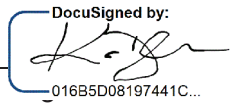
This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Occupational Health Centers of California, a Medical Corporation, dba Concentra Medical Centers**

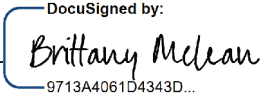
Kathy Le	MD, MPH
_____	_____
Print Name	Title
	12/20/2021
_____	_____
	Date

**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____	_____
Print Name	Title
	12/20/2021
_____	_____
	Date