

1 ~~AGREEMENT FOR PROVISION OF~~

2 ~~AMENDMENT NO. 1~~

3 ~~TO~~

4 ~~CONTRACT NO. MA-042-20010233~~

5 ~~PHYSICAL EXAMINATION SERVICES~~

6 ~~BETWEEN~~

7 ~~COUNTY OF ORANGE~~

8 ~~AND~~

9 ~~OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION~~

10 ~~DBA CONCENTRA MEDICAL CENTERS~~

11 ~~JULY 1, 2019 THROUGH JUNE 30, 2022~~

12  
13 ~~THIS AGREEMENT entered into this 1st day of July, 2019 (effective date), is by and between the~~  
14 ~~COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and~~  
15 ~~OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION DBA~~  
16 ~~CONCENTRA MEDICAL CENTERS, a California professional corporation, (CONTRACTOR).~~  
17 ~~COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or~~  
18 ~~collectively as "Parties." This Agreement shall be administered by the Director of the COUNTY's~~  
19 ~~Health Care Agency or an authorized designee ("ADMINISTRATOR").~~

20 ~~This Amendment ("Amendment No. 1") to Contract No. MA-042-20010233 for Physical~~  
21 ~~Examination Services is made and entered into on January 11, 2022 ("Effective Date") between~~  
22 ~~Occupational Health Centers of California, a Medical Corporation, dba Concentra Medical Centers~~  
23 ~~("Contractor"), with a place of business at 1101 S. Anaheim Boulevard, Anaheim, California, 92805,~~  
24 ~~and the County of Orange, a political subdivision of the State of California ("County"), through its~~  
25 ~~Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701.~~  
26 ~~Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".~~

27  
28 W I T N E S S E T H :

29  
30 ~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of~~  
31 ~~Physical Examination Services described herein to applicants and employees of the County of Orange;~~  
32 ~~and~~

33 ~~—WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and~~  
34 ~~conditions hereinafter set forth:~~

35 ~~—NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained~~  
36 ~~herein, COUNTY and CONTRACTOR do hereby agree as follows:~~

37 ~~WHEREAS, the Parties executed Contract No. MA-042-20010233 for Physical Examination~~

1 Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,350,000  
2 (“Contract”); and

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

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

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**CONTENTS**

1  
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3  
4  
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6  
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<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Table of Contents .....	23
Referenced Contract Provisions .....	45
I. Acronyms .....	65
II. Alteration of Terms .....	1140
III. Assignment Of Debts .....	1140
IV. Compliance.....	1140
V. Confidentiality.....	1514
VI. Conflict of Interest.....	1615
VII. Delegation, Assignment and Subcontracts .....	1615
VIII. Dispute Resolution .....	1817
IX. Employee Eligibility Verification .....	1918
X. Facilities, Payments, and Services.....	1918
XI. Indemnification and Insurance .....	2019
XII. Inspections and Audits .....	2423
XIII. Licenses and Laws.....	2524
XIV. Literature, Advertisements, and Social Media .....	2625
XV. Maximum Obligation .....	2726
XVI. Minimum Wage Laws .....	2726
XVII. Nondiscrimination .....	2827
XVIII. Notices.....	3029
XIX. Notification of Death.....	3029
XX. Notification of Public Events and Meetings.....	3130
XXI. Records Management and Maintenance.....	3130
XXII. Research And Publication .....	3534
XXIII. Severability.....	3534
XXIV. Special Provisions .....	3534
XXV. Status of Contractor.....	3635
XXVI. Term .....	3635
XXVII. Termination .....	3736
XXVIII. Third Party Beneficiary .....	4039
XXIX. Waiver of Default or Breach .....	4140
Signature Page.....	4241

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//  
//  
//

**CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
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25  
26  
27  
28  
29  
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31  
32  
33  
34  
35  
36  
37

**EXHIBIT A**

**PAGE**

I. Common Terms and Definitions ..... 1  
 II. Medical Records ..... 4  
 III. Payments..... 8  
 IV. Reports..... 17  
 V. Services..... 17

**EXHIBIT B**

**PAGE**

I. Information Privacy and Security Requirements ..... 1  
 II. Definitions ..... 1  
 III. Disclosure Restrictions ..... 3  
 IV. Use Restriction ..... 3  
 V. Safeguards ..... 3  
 VI. Security ..... 3  
 VII. Security Officer ..... 4  
 VIII. Training ..... 4  
 IX. Employee Discipline ..... 4  
 X. Breach and Security Incident Responsibilities ..... 4  
 XI. Documentation of Disclosures for Requests for Accounting ..... 7  
 XII. Requests for County PCI by Third Parties ..... 7  
 XIII. Audits ..... 7  
 XIV. Return or Destruction of County PCI on Expiration or Termination ..... 8  
 XV. Amendment ..... 8  
 XVI. Assistance in Litigation or Administrative Proceedings ..... 8  
 XVII. No Third Party Beneficiaries..... 9  
 XVIII. Interpretation ..... 9  
 XIX. Survival..... 9

**ATTACHMENT 1 to EXHIBIT B**

**PAGE**

I. Contractor Data Security Standards ..... 1

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1 **REFERENCED CONTRACT PROVISIONS**

2 **Term:** July 1, 2019 through June 30, 2022

3 Period One means the period July 1, 2019 through June 30, 2020

4 Period Two means the period July 1, 2020 through June 30, 2021

5 Period Three means the period July 1, 2021 through June 30, 2022

6  
7 **Maximum Obligation:**

8 Period One Maximum Obligation: \$ 450,000

9 Period Two Maximum Obligation: 450,000

10 Period Three Maximum Obligation: 450,000

11 TOTAL MAXIMUM OBLIGATION: \$1,365,000

12  
13 **Basis for Reimbursement:** Negotiated Rate

14  
15 **Payment Method:** Fee-for-Service, In Arrears

16  
17 **CONTRACTOR DUNS Number:** 13-430-7847

18  
19 **CONTRACTOR TAX ID Number:** 77-0469725

20  
21 **Notices to COUNTY and CONTRACTOR:**

22  
23 **COUNTY:** County of Orange  
24 Health Care Agency  
25 Contract Services  
26 405 W. 5th Street, Suite 600  
27 Santa Ana, CA 92701-4637

28  
29 **CONTRACTOR:** Occupational Health Centers of California, A Medical Corporation  
30 dba Concentra Medical Centers  
31 1101 S. Anaheim Boulevard  
32 Anaheim, California 92805  
33 Attention: Lorena Sanchez, Key Account Manager  
34 lorena\_sanchez@concentra.com

35 //

36 //

37 //

## I. ACRONYMS

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

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

6 of 37

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~~1.DOC~~ CHS01MSKK22

OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION DBA CONCENTRA MEDICAL CENTERS

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	BZ.	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

7 of 37

N:\MHS K MGMT\EMPLOYEE HEALTH VENDOR FOLDER(S)\AMENDMENT FOR PES - Concentra And Memcare 2021-22\Concentra\_Physical Exam Srvc\_Kk\_Fy 19-22\_Redline\_Amend 1.DocT:~~REDLINE\CONCENTRA\_PHYSICAL\_EXAM\_SRVC\_KK\_FY\_19\_22\_REDLINE\_AMEND~~  
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OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION DBA CONCENTRA MEDICAL CENTERS

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	Lanternman/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.	OCSO	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

9 of 37

N:\MHS K MGMT\EMPLOYEE HEALTH VENDOR FOLDER(S)\AMENDMENT FOR PES - Concentra And Memcare 2021-22\Concentra\_Physical Exam Srvc\_Kk\_Fy 19-22\_Redline\_Amend 1.DocT:~~REDLINE~~CONCENTRA\_PHYSICAL\_EXAM\_SRVC\_KK\_FY\_19\_22\_REDLINE\_AMEND 1.DOC CHS01MSKK22

OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION DBA CONCENTRA MEDICAL CENTERS

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

10 of 37

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OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION DBA CONCENTRA MEDICAL CENTERS

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

## 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.

11 of 37

- 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, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will 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 the 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 the ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that the 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 the ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually 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, and/or any other list or system as identified by ADMINISTRATOR.

//

1           1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
 2 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
 3 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
 4 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 5 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
 6 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
 7 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 current Covered Individuals and subcontractors semi-  
 18 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that  
 19 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
 20 State of California health programs and have not been excluded or debarred from participation in any  
 21 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
 22 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

13 of 37

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 the 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 the 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 the CONTRACTOR shall complete CONTRACTOR's Compliance training and shall agree,  
35 in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records  
36 which may be obtained in the course of providing such services.

37 //

1 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
 2 disclosure in connection with activity funded under this Agreement. This system shall include  
 3 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
 4 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
 5 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,  
 6 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.  
 7 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

8 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known  
 9 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal  
 10 regulations regarding confidentiality.

11 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and  
 12 security, and shall include them in all subcontracts.

13 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work  
 14 week, of any suspected or actual breach of its computer system.

## 15 16 **VI. CONFLICT OF INTEREST**

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

## 25 26 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

33 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
 34 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
 35 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
 36 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
 37 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY, provided that such consent shall not be  
2 unreasonably withheld.

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

9 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
12 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
13 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
14 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

36 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
37 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor

1 subsequently fails to meet the requirements of this Agreement or any provisions that  
2 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported  
3 by CONTRACTOR.

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

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

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

11 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
12 status with respect to name changes that do not require an assignment of the Agreement.  
13 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party  
14 to any litigation against COUNTY, or a party to litigation that may reasonably affect the  
15 CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between  
16 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.  
17 While CONTRACTOR will be required to provide this information without prompting from COUNTY  
18 any time there is a change in CONTRACTOR's name, conflict of interest or litigation status,  
19 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever  
20 requested by COUNTY.

## 21 22 **VIII. DISPUTE RESOLUTION**

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

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

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

36 B. Pending the final resolution of any dispute arising under, related to, or involving this  
37 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via

18 of 37

1 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure  
2 to proceed diligently shall be considered a material breach of this Agreement.

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

7 D. This Agreement has been negotiated and executed in the State of California and shall be  
8 governed by and construed under the laws of the State of California. In the event of any legal action to  
9 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent  
10 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit  
11 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
12 Parties specifically agree to waive any and all rights to request that an action be transferred for  
13 adjudication to another county. Nothing contained herein shall be construed to limit either party's right  
14 to commence legal action in a court of competent jurisdiction located in Orange County, California to  
15 enforce or interpret this Agreement within the applicable statute of limitations.

#### 16 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

17  
18 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
19 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
20 consultants performing work under this Agreement meet the citizenship or alien status requirements set  
21 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
22 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
23 employment eligibility status required by federal or state statutes and regulations including, but not  
24 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
25 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
26 covered employees, subcontractors, and consultants for the period prescribed by the law.

#### 27 **X. FACILITIES, PAYMENTS AND SERVICES**

28  
29 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
30 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
31 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
32 minimum number and type of staff which meet applicable federal and state requirements, and which are  
33 necessary for the provision of the services hereunder.

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
36 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
37 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount

19 of 37

1 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
2 services, staffing, facilities or supplies.

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

## 7 8 **XI. INDEMNIFICATION AND INSURANCE**

9 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
10 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
11 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
12 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
13 including but not limited to personal injury or property damage, arising from or related to the services,  
14 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
15 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
16 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
17 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
18 request a jury apportionment.

19 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
20 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
21 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
22 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
23 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
24 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance  
25 subject to the same terms and conditions as set forth herein for CONTRACTOR.

26 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
27 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an  
28 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
29 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
30 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
31 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
32 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
33 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
34 by COUNTY representative(s) at any reasonable time.

35 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
36 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
37 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,

20 of 37

1 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
2 Agreement, agrees to all of the following:

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

7 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
8 duty to indemnify or hold harmless; and

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

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

14 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage 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

<u>Coverage (continued)</u>	<u>Minimum Limits (continued)</u>
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### H. REQUIRED COVERAGE FORMS

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

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

#### I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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1 L. All insurance policies except Professional Liability Insurance required by this Agreement shall  
 2 waive all rights of subrogation against the County of Orange, its elected and appointed officials,  
 3 officers, agents and employees when acting within the scope of their appointment or employment.

4 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
 5 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
 6 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
 7 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
 8 this Agreement.

9 N. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are  
 10 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
 11 the completion of the Agreement.

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

14 P. Insurance certificates should be forwarded to the agency/department address listed on the  
 15 solicitation.

16 Q. If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven  
 17 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may  
 18 be made to the next qualified vendor.

19 R. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
 20 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
 21 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
 22 adequately protect COUNTY.

23 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 24 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
 25 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,  
 26 this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be  
 27 entitled to all legal remedies.

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

#### 31 U. SUBMISSION OF INSURANCE DOCUMENTS

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

37 //





1 3. It is expressly understood that this letter of certification will be transmitted to governmental  
2 agencies charged with the establishment and enforcement of child support orders, or as permitted by  
3 federal and/or state statute.

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

6  
7 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

8 ~~— A. Any written information or literature, including educational or promotional materials,  
9 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
10 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
11 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
12 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
13 and electronic media such as the Internet, provided that nothing contained herein shall restrict or limit  
14 CONTRACTOR's ability to distribute informational or educational materials to patients which are  
15 directly related to the medical treatment received by the patient.~~

16 ~~— B. Any social media publication and/or otherwise advertisement through radio, television  
17 broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for  
18 purposes directly related to this Agreement must be approved in advance at least thirty (30) days and in  
19 writing by ADMINISTRATOR.~~

20 ~~— C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
21 available social media sites) in support of the services described within this Agreement,  
22 CONTRACTOR shall develop social media policies and procedures and have them available to  
23 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
24 forms of social media used to directly support the services described within this Agreement, and obtain  
25 the requisite approval, as stated in Paragraph B, above. CONTRACTOR shall comply with COUNTY  
26 Social Media Use Policy and Procedures as they pertain to any social media developed in support of the  
27 services described within this Agreement. CONTRACTOR shall also include any required funding  
28 statement information on social media when required by ADMINISTRATOR.~~

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

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

37 B. Any advertisement through radio, television broadcast, or the Internet, for educational or

1 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
2 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

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

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

#### 14 **XV. MAXIMUM OBLIGATION**

15 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
16 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as  
17 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
18 Subparagraphs B. and C. below.

19 //

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

22 C. Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR,  
23 ADMINISTRATOR may increase or decrease Period One, Period Two, and/or Period Three Maximum  
24 Obligations, provided the total of these Maximum Obligations does not exceed the Total Maximum  
25 Obligation of COUNTY as specified in the Referenced Contract Provisions of this Agreement.  
26

#### 27 **XVI. MINIMUM WAGE LAWS**

28 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
29 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
30 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"  
31 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in  
32 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
33 providing services pursuant to this Agreement be paid no less than the greater of the federal or  
34 California Minimum Wage.  
35

36 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
37 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor

27 of 37

standards pursuant to providing services pursuant to this Agreement.

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

## **XVII. NONDISCRIMINATION**

### **A. EMPLOYMENT**

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

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

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

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

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

6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
2 employees and applicants for employment.

3 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
4 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
5 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
6 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
7 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
8 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
9 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
10 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
11 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
12 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
13 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
14 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
15 factors identified above:

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

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

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

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
 2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
 3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
 4 with succeeding legislation.

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

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

### 14 **XVIII. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by Email; or

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

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

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

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

### 34 **XIX. NOTIFICATION OF DEATH**

35 A. Upon becoming aware of the death of any person served pursuant to this Agreement,

36 30 of 37

1 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

8 2. WRITTEN NOTIFICATION

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

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

15 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
16 hand deliver or fax to a known number said notification.

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

21  
22 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

30  
31 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

~~2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.~~

~~3. 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.~~

~~4. 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 participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.~~

~~D. CONTRACTOR shall retain all financial records for a minimum of seven (7) 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 seven (7) years following discharge of the participant, client and/or patient, or as otherwise required by applicable federal or state law.~~

~~F. CONTRACTOR shall make records pertaining to the costs of services, participant 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, participants and/or patients 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 three (3) business days of receiving 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 shall bear the costs associated with a Breach of privacy and/or security of PII and/or PHI that is caused by CONTRACTOR and that COUNTY incurs in addressing such Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.~~

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 computer terminal.

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

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

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

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

## 13 **XXII. RESEARCH AND PUBLICATION**

14 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out  
15 of, or developed, as a result of this Agreement for the purpose of personal or professional research, or  
16 for publication.  
17

## 18 **XXIII. SEVERABILITY**

19 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
20 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
21 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
22 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
23 in full force and effect, and to that extent the provisions of this Agreement are severable.  
24

## 25 **XXIV. SPECIAL PROVISIONS**

26 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
27 purposes:  
28

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

35 of 37

1 body for expenses or services.

2 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
3 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
4 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

5 7. Paying an individual salary or compensation for services at a rate in excess of the current  
6 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
7 Schedule may be found at www.opm.gov.

8 8. Severance pay for separating employees.

9 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
10 codes and obtaining all necessary building permits for any associated construction.

11 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
12 shall not use the funds provided by means of this Agreement for the following purposes:

13 1. Funding travel or training (excluding mileage or parking).

14 2. Making phone calls outside of the local area unless documented to be directly for the  
15 purpose of Client care.

16 3. Payment for grant writing, consultants, certified public accounting, or legal services.

17 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
18 contribute to the quality of services to be provided pursuant to this Agreement.

## 19 **XXV. STATUS OF CONTRACTOR**

20 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
21 wholly responsible for the manner in which it performs the services required of it by the terms of this  
22 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
23 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
24 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
25 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
26 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
27 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
28 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
29 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
30 shall not be considered in any manner to be COUNTY's employees.  
31

## 32 **XXVI. TERM**

33 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
34 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
35 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
36 in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend  
37

36 of 37

beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

## **XXVII. TERMINATION**

~~A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other Party.~~

~~B. 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.~~

~~C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon fourteen (14) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement and fails to correct the alleged defect to the COUNTY's reasonable satisfaction. CONTRACTOR shall be allowed up to thirty (30) calendar days of receiving written notice.~~

~~D. 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.~~

~~E. 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~~

1 COUNTY's expenditures, and

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

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

8 #

9 ~~\_\_\_\_\_ F. In the event this Agreement is suspended or terminated prior to the completion of the term as~~  
10 ~~specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its~~  
11 ~~sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the~~  
12 ~~reduced term of the Agreement.~~

13 ~~\_\_\_\_\_ G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or~~  
14 ~~D. above, CONTRACTOR shall do the following:~~

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

17 ~~\_\_\_\_\_ 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract~~  
18 ~~performance during the remaining contract term.~~

19 ~~\_\_\_\_\_ 3. Until the date of termination, continue to provide the same level of service required by this~~  
20 ~~Agreement.~~

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

24 ~~\_\_\_\_\_ 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with~~  
25 ~~Client's best interests.~~

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

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

30 ~~\_\_\_\_\_ 8. To the extent services are terminated, cancel outstanding commitments covering the~~  
31 ~~procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding~~  
32 ~~commitments which relate to personal services. With respect to these canceled commitments,~~  
33 ~~CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims~~  
34 ~~arising out of such cancellation of commitment which shall be subject to written approval of~~  
35 ~~ADMINISTRATOR.~~

36 ~~\_\_\_\_\_ H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be~~  
37 ~~exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.~~

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

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

- 9 1. The loss by CONTRACTOR of legal capacity.
- 10 2. Cessation of services.
- 11 3. The delegation or assignment of CONTRACTOR's services, operation or  
12 administration to another entity without the prior written consent of COUNTY.
- 13 4. The neglect by any physician or licensed person employed by CONTRACTOR of  
14 any duty required pursuant to this Agreement.
- 15 5. The loss of accreditation or any license required by the Licenses and Laws  
16 Paragraph of this Agreement.
- 17 6. The continued incapacity of any physician or licensed person to perform duties  
18 required pursuant to this Agreement.
- 19 7. Unethical conduct or malpractice by any physician or licensed person providing  
20 services pursuant to this Agreement; provided, however, COUNTY may waive this option if  
21 CONTRACTOR removes such physician or licensed person from serving persons treated or assisted  
22 pursuant to this Agreement.

23 C. CONTINGENT FUNDING

- 24 1. Any obligation of COUNTY under this Agreement is contingent upon the  
25 following:
  - 26 a. The continued availability of federal, state and county funds for  
27 reimbursement of COUNTY's expenditures, and
  - 28 b. Inclusion of sufficient funding for the services hereunder in the applicable  
29 budget(s) approved by the Board of Supervisors.
- 30 2. In the event such funding is subsequently reduced or terminated, COUNTY may  
31 suspend, 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  
35 term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at  
36 its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the  
37 reduced term of 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

3 manner which is consistent with recognized standards of quality care and prudent business practice.

4 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues

5 of contract performance during the remaining contract term.

6 3. Until the date of termination, continue to provide the same level of service

7 required by this Agreement.

8 4. If Clients are to be transferred to another facility for services, furnish

9 ADMINISTRATOR, upon request, all Client information and records deemed necessary by

10 ADMINISTRATOR to effect an orderly transfer.

11 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner

12 consistent with Client's best interests.

13 6. If records are to be transferred to COUNTY, pack and label such records in

14 accordance with directions provided by ADMINISTRATOR.

15 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any

16 equipment and supplies purchased with funds provided by COUNTY.

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

18 the 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

24 under this Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the

25 notice of termination of services must also be provided to ADMINISTRATOR within the fifteen (15)

26 calendars day 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 **XXVIII. THIRD PARTY BENEFICIARY**

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

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

33 Agreement.

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**XXIX. WAIVER OF DEFAULT OR BREACH**

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3  
4 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION  
5 DBA CONCENTRA MEDICAL CENTERS  
6

7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
8

9 TITLE: \_\_\_\_\_  
10

11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
13

14 TITLE: \_\_\_\_\_  
15  
16  
17

18 COUNTY OF ORANGE  
19

20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
22

23 HEALTH CARE AGENCY  
24

25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA  
28

29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
31

32 DEPUTY  
33  
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
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.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 PHYSICAL EXAMINATION SERVICES  
 WITH  
 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION  
 DBA CONCENTRA MEDICAL CENTERS  
 JULY 1, 2019 THROUGH JUNE 30, 2022

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

6. Class IV with Qualifiers Examination are physical examinations for Public Safety positions that are of the highest physical demand and subject to California Commission on POST physical guidelines. SMA-24 (blood chemistry), CBC (complete blood count), microscopic urinalysis, color vision, audiogram, pulmonary function, tattoo verification, TB testing, required vaccines, urine drug

1 testing, and either ECG (electrocardiogram) or Treadmill are included in the 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 Department of  
16 Justice (DOJ) mandated hazardous device school 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. Management Physical Examinations are designed to identify risk factors that can contribute  
26 to ill health in order for an individual to initiate appropriate changes. Management physical  
27 examinations are conducted on two (2) separate appointments approximately two (2) weeks apart. The  
28 first appointment is devoted to the physical examination and laboratory work. At the second  
29 appointment; the results are presented and recommendations discussed. Mammogram and flexible  
30 sigmoidoscopy are optional tests which require additional appointments potentially at another facility.

31 a. Management Physical Examinations include:

- 32 1) Review of Medical History Questionnaire;
- 33 2) Physical examination;
- 34 3) ECG (electrocardiogram);
- 35 4) Urinalysis;
- 36 5) CBC (complete blood count); and
- 37 6) SMA-24 (blood chemistry).

b. Optional tests may include:

- 1) Health Risk Appraisal Questionnaire - given by CONTRACTOR;
- 2) Rectal examinations and/or occult blood for age 40 (forty) and above which is a screening test for prostate and colorectal cancer;
- 3) Mammogram (every one to two (1-2) years) for females age 40 (forty) and over, earlier if high risk for breast cancer screening;
- 4) Prostate Specific Antigen (PSA) for males age 40 (forty) and over for prostate cancer screening (if requested, PSA can be performed on blood specimen drawn for blood chemistry);
- 5) Colonoscopy (every ten (10) years) for age 50 (fifty) and over for colon cancer screening OR flexible sigmoidoscopy (every three to five (3-5) years) for age 50 (fifty) and over for sigmoid colon cancer screening.

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

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

18. Periodic Physical Examination is a medical examination provided at variable time intervals to COUNTY management employees, and to COUNTY employees as required by law or special circumstances.

19. Public Health Examinations are physical examinations that adhere with CCR Title 22 §70723. Employee Health Examinations and Health Records.

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

21. Respirator Medical Examination are physical examinations that adhere to California Code of Regulations, Title 8, Subchapter 7 General Industry Safety Orders, Group 16. Control of Hazardous Substances, Article 107. Dusts, Fumes, Mists, Vapors and Gases, §5144 Respiratory Protection, California Code of Regulations, Title 8, Subchapter 7 General Industry Safety Orders, Group 16. Control of Hazardous Substances, Article 109. Hazardous Substances and Processes §5199 Aerosol Transmissible Diseases, and 29 CFR 1910 Occupational Safety and Health Standards, Subpart I Personal Protective Equipment, 1910.134 Respiratory Protection.

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

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

## II. MEDICAL RECORDS

~~— 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, 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, all tests reviewed, and recommendations for work restrictions shall be signed by the examining physician.~~

~~— 1. Medical records shall be stored in reinforced end 8" tab fastener manila folders, 3/4 inch capacity with 2 hole punch centered on top of page. Number labels (last 2 digits of social security number) shall be placed on lower mid to left side of folder tab.~~

~~— 2. Documents shall be placed in the medical record on the right side of the folder in the following order:~~

~~— a. Summary of medical examination (completed and signed by occupational health physician).~~

~~— b. Physical Examination (completed and signed by examining physician).~~

~~— c. Medical history questionnaire (completed by examining physician and signed by applicant/employee).~~

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

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

~~— f. Copy of applicant/employee's verified picture identification.~~

~~— 3. A blank Summary Sheet, to be used by ADMINISTRATOR, shall be placed in the medical record on the left side of the folder.~~

~~— B. For each patient receiving a Periodic Physical Examination, or procedures and other services, CONTRACTOR shall create a medical record and shall place the documents in the same order as the Pre Placement Physical Examination medical record, but shall not place the documents in a folder.~~

~~— C. CONTRACTOR shall assign an ID number for each patient which shall be the last four (4) digits of the social security number. The ID number shall be included on all tests results and medical record documents including x-rays.~~

~~— D. 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.~~

~~— E. CONTRACTOR agrees that if and when a individual should ever request their medical records, CONTRACTOR will be responsible for obtaining and providing the requested medical records to the requesting party.~~

~~— F. CONTRACTOR shall forward original medical records, except annual management, senior aide participant, and behavioral health client medical records to ADMINISTRATOR within the timeframe~~

1 ~~specified in subparagraph V.A.14. of this Exhibit A to the Agreement. CONTRACTOR shall maintain~~  
 2 ~~all annual management, senior aide participant, and behavioral health client medical records, and shall~~  
 3 ~~send a summary of findings and recommendations for the Annual Management and Senior Aide~~  
 4 ~~Participant examinations directly to the employee. CONTRACTOR shall send the Behavioral Health~~  
 5 ~~Client physician's report, by facsimile, as directed by ADMINISTRATOR.~~

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

8 ~~—H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
 9 ~~Medical Records Paragraph of this Exhibit A to the Agreement.~~

10  
 11 A. For each new patient receiving a Pre-Placement Physical Examination, CONTRACTOR shall  
 12 create a medical record, which shall include, but not be limited to, summary of medical examination, medical  
 13 history, physical examination findings, laboratory and other tests results, physician notes, and when applicable,  
 14 recommendations of appropriate work restrictions. The chart, including all tests reviewed and comments and  
 15 remarks to applicant's "yes" answers on questionnaires, indicates further interview by examining physician.  
 16 Objective tests and pertinent positive and negative findings to substantiate an applicant's ability to perform  
 17 essential job functions, or recommendations for work restrictions, shall be signed by the examining physician  
 18 only when complete and verified for accuracy. Fillable comment boxes were re-inserted into the Electronic  
 19 Health Record (EHR) system at the end of each question and are visible when a "yes" answer is chosen, to  
 20 provide for any additional detail to be included by applicant, and for physician's documentation of comments for  
 21 any "yes" responses. In the absence of individual boxes per question/line item, the physician shall document all  
 22 comments in the summary section at the end of the form. All comments, notes, findings, interpretations and  
 23 background detail shall be included within the questionnaire and final summary sections within the County's  
 24 Electronic Health Record.

25 1. Medical records shall be maintained and transferred electronically to COUNTY  
 26 by CONTRACTOR, utilizing an electronic file transfer (EFT) system. COUNTY shall notify  
 27 CONTRACTOR in writing if there is a proposed change in which electronic file transfer (EFT) system  
 28 the COUNTY is requiring CONTRACTOR to use. Thereafter, before any new system is implemented,  
 29 the parties agree to meet in good faith to discuss all changes including how work flow and resource  
 30 allocations may be impacted, prior to contract amendment. COUNTY will notify CONTRACTOR of  
 31 any necessary changes made within the existing EFT system that may affect CONTRACTOR's  
 32 operations. All efforts toward data transfer automation and integration shall be ongoing;  
 33 CONTRACTOR will be advised prior to any and all further updated process implementation that affects  
 34 CONTRACTOR's operations, and COUNTY shall be receptive to CONTRACTOR voicing any  
 35 concerns that may arise. CONTRACTOR may also utilize a secure website or secure fax line, if  
 36 authorized by ADMINISTRATOR, to which COUNTY has applicable access and in the manner agreed  
 37

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

4 2. Documents shall include, but may not be limited to, all applicable:

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

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

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

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

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

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

24 B. For each patient receiving a Periodic Physical Examination, or procedures and other  
 25 services, CONTRACTOR shall create a medical record and include the files as specified for the Pre-  
 26 Placement Physical Examination medical record.

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

32 D. CONTRACTOR agrees that if and when a individual should ever request their medical  
 33 records, CONTRACTOR will be responsible for obtaining and providing the requested medical records  
 34 to the requesting party.

35 E. CONTRACTOR shall deliver medical records, except annual management medical  
 36 records to ADMINISTRATOR within the timeframe specified in Paragraph V.B.13 of this Exhibit A to  
 37 the Agreement. CONTRACTOR shall maintain all annual management medical records, and shall send

1 a summary of findings and recommendations for the Annual Management examinations directly to the  
2 employee.

3 F. CONTRACTOR will deliver the required records to COUNTY through an electronic file  
4 transfer (EFT) system by 5:00 pm on the due date. CONTRACTOR must utilize the dashboard within  
5 the COUNTY EHR to indicate when a file is complete and ready for review by EHS. CONTRACTOR  
6 will upload all the electronically printed results to the County, which includes but may not be limited to:

- 7 a. Urinalysis
- 8 b. HRR color test results
- 9 c. Blood labs
- 10 d. ECG
- 11 e. Treadmills
- 12 f. Candidate vaccine records
- 13 g. Candidate ID
- 14 h. Audiogram
- 15 i. DOT Physical
- 16 j. Tattoo sheet
- 17 k. Pulmonary Function Test

18 This also includes vitals and direct entry results:

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

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

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

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

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

9  
10 **III. PAYMENTS**

11 ~~— A. COUNTY shall pay CONTRACTOR, monthly in arrears, for only those Physical Examination~~  
12 ~~Services provided pursuant to the Agreement. CONTRACTOR shall invoice COUNTY on a monthly~~  
13 ~~basis. Invoices are due the tenth (10th) day of the month following the month in which services were~~  
14 ~~performed under the Agreement. Invoices received after the due date may not be paid within the same~~  
15 ~~month. Payments to CONTRACTOR should be released by COUNTY no later than twenty one (21)~~  
16 ~~calendar days after receipt of a correctly completed billing form from CONTRACTOR.~~

17 ~~— B. CONTRACTOR's invoices for Physical Examination Services shall be documented in~~  
18 ~~accordance with procedures approved by ADMINISTRATOR.~~

19 ~~— C. COUNTY shall pay CONTRACTOR, monthly in arrears, fifty percent (50%) of courier~~  
20 ~~expenses, for courier services provided pursuant to the Agreement. CONTRACTOR shall invoice~~  
21 ~~COUNTY on a monthly basis. Invoices are due the tenth (10th) day of the month following the month~~  
22 ~~in which services were performed under the Agreement. Invoices received after the due date may not be~~  
23 ~~paid within the same month. CONTRACTOR shall include with the invoice, a monthly statement from~~  
24 ~~the courier service identifying expenditures pursuant to the Agreement. Payment to CONTRACTOR~~  
25 ~~should be released by COUNTY no later than twenty one (21) calendar days after receipt of a correctly~~  
26 ~~completed billing form and supporting documentation from CONTRACTOR.~~

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

36 B. CONTRACTOR's invoices for Physical Examination Services shall be documented in  
37 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 the COUNTY or the COUNTY's employee.

D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any payment, either in whole or in part, if CONTRACTOR fails to comply with any provision of the Agreement, including, but not limited to, CONTRACTOR's obligations with respect to reporting, correcting deficiencies, or delays in progressing satisfactorily in achieving all the terms of the Agreement. CONTRACTOR agrees that release of any payment withheld or delayed by ADMINISTRATOR shall be contingent upon satisfactory implementation and timeliness of CONTRACTOR's corrective action; provided, however, that any issue not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such withheld or delayed funds.

E. CONTRACTOR may not claim reimbursement for Physical Examination Services provided beyond the expiration and/or termination of the Agreement.

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

<u>1. PRE-PLACEMENT PHYSICAL EXAMINATIONS</u>	<u>Rate</u>
a. Class 1 Limited Examination	\$ 30.00
b. Class 1+ Qualifier(s) Examination	35.00
c. Class 2 Examination	96.00
d. Class 3 Examination	138.00
e. Class 4 Examination	172.00
 <u>2. PERIODIC PHYSICAL EXAMINATIONS</u>	
a. Annual Management Examination	\$ 117.00
b. Surveillance Examinations	
1) Asbestos	63.00
2) California Department of Motor Vehicles (DMV), Class B	47.00
3) Crane Operator	124.00
4) Federal Aviation Administration (FAA)	117.00
5) Hazardous Device (Bomb Squad)	174.00
6) Hazardous Material (Initial)	174.00
7) Lead	138.00

1	<del>8) Public Health Clinic (Title 22)</del>	<del>30.00</del>
2	9) Respirator	60.00
3	10) SCUBA	159.00
4	<del>11) Senior Aide Participant</del>	<del>36.00</del>
5	3. <u>MISCELLANEOUS SERVICES</u>	
6	a. ALT Liver Enzyme	\$ 10.00
7	b. Audiometry (Audio)	13.00
8	c. Blood Lead Test	14.00
9	d. Blood Draw	12.00
10	e. Blood Type Test	12.00
11	f. Body Fat Analysis by Caliper Method (4 Sites)	15.00
12	g. Breath Alcohol Test	27.00
13	h. California DMV Class B Certification (Forms Only)	20.00
14	i. Complete Blood Count (CBC) with Differential	9.00
15	j. Color Vision Test (Hardy-Rand-Rittler)	15.00
16	k. Consent and Collection of Urine Drug/Alcohol Testing Samples	13.00
17	l. Electrocardiogram (EKG)	28.60
18	m. Gamma Globulin Injection	20.80
19	n. Health Risk Appraisal Form	15.00
20	o. Hepatitis B Antibody Test	12.00
21	p. Hepatitis B Antigen Test	12.00
22	q. Hepatitis B Immune Globulin Injection	172.00
23	r. Hepatitis B Vaccine (1 dose)	75.00
24	s. Hepatitis C Antibody Test	16.00
25	t. HIV Antibody Test	27.00
26	u. Liver Enzyme Panel	15.60
27	v. Measles, Mumps, Rubella (MMR) Titer	127.00
28	w. MMR Vaccine	77.00
29	x. Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 Panel)	34.00
30	y. Pregnancy Test (Urine)	9.00
31	z. Pulmonary Function Test (PFT)	26.00
32	aa. PFT, Pre and Post Treadmill	48.00
33	ab. Prostate Specific Antigen (PSA)	11.00
34	ac. Rectal Examination and Occult Blood, Prostate for Males	8.00
35	ad. SMA 24 Panel with HDL (Fasting)	8.00
36	ae. Stool for Occult Blood Test	5.00
37	af. Tetanus, Diphtheria, Pertussis (Tdap) Vaccine	63.00

1	ag. Tetanus, Diphtheria (Td) Vaccine Booster	20.00
2	ah. Treadmill/Cardiac Stress Test (Bruce Protocol)	300.00
3	ai. TB PPD Skin Test and Reading (1-Step)	9.00
4	aj. TB PPD Skin Test and Reading (2-Step)	9.00
5	ak. Urinalysis (Dip Stick)	4.00
6	al. Urinalysis (Microscopic)	4.00
7	am. Varicella Titer	15.00
8	an. Varicella Vaccine	115.00
9	ao. VDRL or RPR for Syphilis	65.00
10	ap. X-Ray, Any Single Chest	19.00
11	aq. X-Ray, Ankle (3 Views: AP, Lateral, Oblique)	30.00
12	ar. X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)	30.00
13	as. X-Ray, Chest (Left and Right Oblique)	27.00
14	at. X-Ray, Chest (PA)	18.00
15	au. X-Ray, Chest (PA and Lateral)	26.00
16	av. X-Ray, Chest, (Reading by "B" Reader)	53.00
17	aw. X-Ray, Elbow (3 Views: Lateral, Oblique)	30.00
18	ax. X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique)	30.00
19	ay. X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot)	30.00
20	az. X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)	30.00
21	ba. X-Ray, Wrist (3 Views: AP, Lateral, Oblique)	30.00
22	bb. Zinc Protoporphyrin	13.00
23	4. The following miscellaneous services are to be handled through the external Specialty	
24	Referral process as specified in subparagraph III.H. below:	
25	a. Colonoscopy (Local Anesthesia)	
26	b. Fitness for Duty Evaluation (as authorized by ADMINISTRATOR EHS Medical	
27	Director)	
28	c. Mammography, with and without implants	
29	d. Medical Restrictions Evaluation	
30	e. Physical Examinations for Behavioral Health Clients	
31	f. Rectal Examination and Occult Blood, Prostate for Males	
32	g. Sigmoidoscopy	
33	5. Tuberculin (TB) Purified Protein Derivative (PPD) Skin Test Reading shall be completed	
34	by CONTRACTOR at no cost.	
35	6. The following table represents bundled services and delineates required documentation and	
36	services included in rates of reimbursement for the provision of these physical examination services.	
37	CONTRACTOR shall not unbundle when billing for reimbursement and shall adhere to the following:	

<u>BUNDLED SERVICE</u>	<u>INCLUDED IN BUNDLED PRICE</u>	<u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u>
Class 1 Limited Examination	<del>Photo-ID</del> Class 1 history and exam forms	PFT CXR PA & Lat Audio
Class 1+ Qualifier(s) Examination	<del>Photo-ID</del> Class 1+ qualifiers history & exam forms	PFT CXR PA & Lat Audio
Class 2 Examination	Audiometry CBC with differential PFT Urinalysis (Dipstick) <del>Photo-ID</del> Class 2 history & exam forms	PFT CXR PA & Lat Audio EKG
<u>BUNDLED SERVICE</u>	<u>INCLUDED IN BUNDLED PRICE</u>	<u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u>
Class 3 Examination	CBC with differential Urinalysis (Microscopic) SMA 24 panel with HDL (Fasting) PFT Audiometry <del>Photo-ID</del>	
Class 4 Examination	Color vision Vision, uncorrected, corrected, peripheral Grip strength CBC with differential SMA 24 panel with HDL (Fasting) Urinalysis (Microscopic)	Body fat analysis Treadmill EKG X-Ray, Chest (PA and Lateral)

1		Audiometry	
2		PFT	
3		<del>Photo ID</del>	
4	Annual Management Examination	CBC with differential	PFT
5			
6		Urinalysis (Dipstick)	X-Ray, Chest (PA and Lateral)
7		SMA 24 Panel with HDL	HRA Questionnaire
8		(Fasting)	
9		EKG	Rectal and/or occult blood
10		Periodic questionnaire & exam form	Mammogram
11			
12			PSA
13			Colonoscopy
14	Asbestos	PFT	Audiometry
15			X-Ray, Chest (Left and Right Oblique)
16		Stool for occult blood test	X-Ray, Chest (PA and Lateral)
17		Rectal exam, occult blood, prostate for males	Audiometry
18			
19	//		
20	<u>BUNDLED SERVICE</u>	<u>INCLUDED IN BUNDLED PRICE</u>	<u>REQUIRED OR OPTIONAL, NOT INCLUDED IN THE BUNDLED PRICE</u>
21			
22		Asbestos questionnaire, periodic exam form	
23		Respirator certificate	
24			
25			
26	CA Dept of Motor Vehicles (DMV), Class B	Urinalysis (Dipstick)	
27			
28		<del>Photo ID</del>	
29		DMV forms and certificate	
30	Crane Operator	10 pnl drug screen + ethanol	
31		<del>CCO form</del>	
32			
33	Federal Aviation Administration (FAA)	Urinalysis (Dipstick)	
34			
35		Audiometry	
36		EKG	
37		FAA form and certificate	

1			
2	Hazardous Device (Bomb	Audiometry	Treadmill
3	Squad)		
4		Urinalysis (Dipstick)	
5		CBC with differential	
6		SMA 24 Panel with HDL	
7		(Fasting)	
8		PFT	
9		Respirator certificate	
10		X-Ray, Chest (PA and Lateral)	
11		Color vision	
12		Haz Mat Questionnaire,	
13		periodic exam form	
14		Respirator certificate	
15	Hazardous Material (Initial)	Respirator certificate	Treadmill
16		X-Ray, Chest (PA and Lateral)	
17		Audiometry	
18		CBC with differential	
19		PFT	
20	<u>BUNDLED SERVICE</u>	<u>INCLUDED IN BUNDLED</u>	<u>REQUIRED OR OPTIONAL,</u>
21		<u>PRICE</u>	<u>NOT INCLUDED IN THE</u>
22			<u>BUNDLED PRICE</u>
23		SMA 24 Panel with HDL	
24		(Fasting)	
25		Haz. Mat. Questionnaire,	
26		periodic exam form	
27	Hazardous Material (Exit)	Respirator certificate	Treadmill
28		X-Ray, Chest (PA and Lateral)	
29		Audiometry	
30		CBC with differential	
31		PFT	
32		Urinalysis (Microscopic)	
33		SMA 24 Panel with HDL	
34		(Fasting)	
35		EKG	
36		Haz. Mat. Questionnaire,	
37		periodic exam form	

1	Lead (Initial)	Zinc Protoporphyrin Blood lead test CBC with differential Urinalysis (Dipstick) SMA 24 Panel with HDL (Fasting) Periodic questionnaire and exam form	
2			
3			
4			
5			
6			
7			
8			
9	Public Health Clinic (Title 22)	Periodic questionnaire and exam form	TB skin test
10			
11			Audiometry
12	Respirator	PFT Respirator questionnaire Periodic physical exam Respirator certificate	X-Ray, Chest (PA and Lateral)
13			
14			
15			
16	SCUBA	Audiometry CBC with differential PFT Urinalysis (Dipstick)	Treadmill X-Ray, Chest (PA and Lateral) Sickle Cell Blood Test
17			
18			
19	<u>BUNDLED SERVICE</u>	<u>INCLUDED IN BUNDLED</u>	<u>REQUIRED OR OPTIONAL,</u>
20		<u>PRICE</u>	<u>NOT INCLUDED IN THE</u>
21			<u>BUNDLED PRICE</u>
22		Respirator Certificate	
23		Periodic Questionnaire and exam form	
24			
25			
26	Senior Aide Participant	None	

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

32 8. CONTRACTOR shall staff County clinics, to provide services, as requested by  
 33 ADMINISTRATOR, at the hourly rates listed below. Rates are subject to change and/or be modified  
 34 with approval by ADMINISTRATOR.

36 SERVICE RATE

37

1	Physician	\$200.00	per hour
2	Registered Nurse	50.00	per hour
3	Licensed Vocational Nurse	50.00	per hour
4	Medical Assistant	35.00	per hour

5  
6 G. If CONTRACTOR subcontracts with a Professional Temporary Staffing Agency to provide  
7 staffing for physical examination services or other services included above, as approved by  
8 ADMINISTRATOR in writing, CONTRACTOR shall document that its subcontracted medical  
9 professionals, including but not limited to, Physicians, Physician Assistants, Registered Nurses,  
10 Licensed Vocational Nurses, and Medical Assistants maintain all necessary licenses, certificates and  
11 accreditations necessary for the provision of services hereunder and required by the laws, regulations, or  
12 requirements of the United States, the State of California, COUNTY, and any other applicable  
13 governmental agencies. Additionally, CONTRACTOR shall ensure that stated insurance coverage,  
14 consistent with Subparagraph IX.G. of the Agreement, and that the sanction screening process, in  
15 accordance with Subparagraph IV.B. of the Agreement, are completed and documented for all its  
16 subcontracted medical professionals providing services hereunder. CONTRACTOR shall maintain the  
17 aforementioned documentation at its facility and provide any documentation requested by  
18 ADMINISTRATOR within ten (10) business days of ADMINISTRATOR's written request.

19 //

20 CONTRACTOR shall be required to maintain the aforementioned documentation for a period of seven  
21 (7) years.

22 ~~H. SPECIALTY SERVICES~~ If specialty services are requested, CONTRACTOR shall pay the  
23 specialty services within forty five (45) calendar days of receipt of the invoice from the specialty  
24 services, then bill the COUNTY for the amount paid to the specialty services provider plus a one  
25 hundred dollar (\$100) administrative fee which shall be clearly delineated in the invoice. Proof of  
26 payment of the specialty service provider with key information for reconciliation, shall be attached with  
27 the invoice when submitted by CONTRACTOR to COUNTY. CONTRACTOR shall submit  
28 documentation to ADMINISTRATOR as soon as specialist invoices are paid.

29 H. When specialty services are requested by COUNTY, and services have been rendered by a  
30 specialist with whom CONTRACTOR and/or COUNTY does not have a contract, COUNTY will  
31 receive the specialty invoice from the specialty provider, which shall include applicable  
32 applicant/employee identification information, exam date and services rendered. Upon approval,  
33 COUNTY will provide invoice and the specialty provider's W-9 to CONTRACTOR in order to enable  
34 "pass-through" payment by CONTRACTOR to the specialty provider on COUNTY's behalf. Payment  
35 from CONTRACTOR to the specialty services provider shall occur within forty-five (45) calendar days  
36 of receipt of the billing report and invoice from COUNTY on behalf of the specialty services prior to  
37 billing the COUNTY for the amount paid to the specialty services provider plus a one hundred dollar

1 (\$100) administrative fee, which must be clearly delineated in the invoice. Proof of payment to the  
2 specialty service provider, with key information for reconciliation, must be attached with the invoice  
3 when submitted by CONTRACTOR to COUNTY. CONTRACTOR shall submit documentation to  
4 ADMINISTRATOR as soon as specialist invoices are paid. If specialty services are requested by  
5 COUNTY, and the specialist is contracted by the CONTRACTOR and/or is an employee of  
6 CONTRACTOR, then normal invoicing process shall occur. For purposes of this Section, Specialty  
7 Services shall be defined as any services required by the COUNTY that are outside the scope of  
8 CONTRACTOR's core services.

9  
10 I. Pre-Placement Physical Examination and Periodic Physical Examination rates as referenced in  
11 subparagraph III.F.1. and III.F.2. of this Exhibit A to the Agreement are inclusive of said physical  
12 examinations and the associated required procedures specified in subparagraph III.F.4. of this Exhibit A  
13 to the Agreement.

14 J. CONTRACTOR shall not bill the employee/applicant for any Physical Examination Services  
15 CONTRACTOR provides, and will ensure the employee/applicant is not billed for any services  
16 provided by physician specialists.

17 K. COUNTY shall not compensate CONTRACTOR for Physical Examination Services not  
18 performed in accordance with the Services paragraph of this Exhibit A to the Agreement.

19 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
20 Payments Paragraph of this Exhibit A to the Agreement.

21  
22 **IV. REPORTS**

23 A. CONTRACTOR shall submit, daily to ADMINISTRATOR, completed EFs, and an ETF. For  
24 purposes of the Agreement, daily means Monday through Friday, except legal holidays of COUNTY.  
25 CONTRACTOR shall ensure that each corresponding EF is listed on the ETF. CONTRACTOR shall  
26 submit EFs for Behavioral Health Client physical examinations on a separate ETF.

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

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

33 //  
34 //  
35 //  
36 //  
37 //

## V. SERVICES

### A. FACILITY

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

1101 S. Anaheim Boulevard  
Anaheim, California 92805

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

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

### B. SERVICES TO BE PROVIDED

1. CONTRACTOR shall be capable of handling up to two thousand five hundred (2,500) physical examinations per year, up to fifteen (15) physical examinations on any given day (of the fifteen (15) physicals, four (4) will be Class 4), and have appointment times available for each class of examination each day proportionate to the number of estimated examinations.

2. Provide Physical Examination Services between normal business hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, except legal holidays of COUNTY.

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

4. Verify the identification of all persons referred by ADMINISTRATOR for physical examination services by using a picture identification card. A copy of such identification card shall be placed in the person's medical record.

~~5. Perform all Physical Examination Services in a period of not more than four (4) hours on the same day, except where such performance is beyond the reasonable control of CONTRACTOR. 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 and completes all appropriate paperwork. Any change in such performance shall require the prior authorization of ADMINISTRATOR. CONTRACTOR shall provide ADMININSTRATOR waiting room time and total throughput time statistics on a monthly basis to measure success.~~

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

1 Perform all Physical Examination Services in a period of:  
 2 Not more than ninety (90) minutes for limited Class 1 exams, inclusive of twenty-minute waiting room  
 3 time;  
 4 Not more than one hundred ten (110) minutes for Class 1 exams with qualifiers, inclusive of twenty-  
 5 minute waiting room time;  
 6 Between one hundred twenty (120) to one hundred sixty (160) minutes for Class 2 exams, inclusive of  
 7 twenty-minute waiting room time;  
 8 Between one hundred twenty (120) and one hundred sixty (160) minutes, for Class 3 exams, inclusive of  
 9 twenty-minute waiting room time;  
 10 Between two (2) and three (3) hours on the same day for Class 4 exams, inclusive of twenty-minute  
 11 waiting room time;  
 12 Total waiting room time of thirty (30) minutes is allotted for Class 4 exams only, if questionnaires have  
 13 not been fully completed prior to appointment.

14  
 15 It is understood that recommended optional tests and exams, based on applicant history and deemed  
 16 necessary by the examining physician, may incur additional exam time beyond the above mentioned  
 17 visit times. Three (3) hours shall be the maximum for Class 3 and Class 4 exams with additional  
 18 optional tests on the same day, except where such performance is beyond the reasonable control of  
 19 CONTRACTOR. The parties also agree that there could be circumstances beyond the reasonable control  
 20 of CONTRACTOR where these examination time measures cannot be met. Contractor may utilize  
 21 discretion for arrivals that are later than 15 minutes for their appointment, which may result in a longer  
 22 wait time or the appointment being re-scheduled in order to avoid affecting other scheduled  
 23 appointments. When these situations occur, Contractor shall inform of the cause of the outliers on a  
 24 weekly basis by providing a record of accountability. Additionally, the Physical Examination Services  
 25 set forth herein include the maximum waiting room times set forth below.

26  
 27 Urgent and emergent cases may present and require immediate attention and treatment ahead of  
 28 scheduled appointments on occasion. This shall not result in daily delays causing CONTRACTOR to be  
 29 out of compliance with wait times and visit times more than ten percent (10%) of the time. Otherwise, it  
 30 may indicate the Contractor is out of compliance with staffing minimums or may need to correct internal  
 31 processes to prevent this recurring issue. CONTRACTOR shall make best efforts for waiting room time  
 32 before examination to be no more than twenty (20) minutes from the time examinee checks in, inclusive  
 33 of the examinee completing all paperwork and questionnaires prior to their scheduled appointment, the  
 34 exception to this would be for Class 4 examinees who have not completed their paperwork, who may be  
 35 allotted a thirty (30) minute wait time that is inclusive of the examinee completing and submitting  
 36 required paperwork to CONTRACTOR staff.

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

9  
 10 All in-office tests completed by CONTRACTOR staff operating under the licensure and supervision of  
 11 the physician must be reviewed, documented and signed by the physician. Physician must demonstrate  
 12 ability to identify borderline, abnormal, or out-of- range test results, comment on the significance if any,  
 13 provide recommendations as needed, and order repeat or additional testing as well as records requests or  
 14 referrals to provide for further evaluation by other physicians or specialists.

15  
 16 f. Employee Health Services will formally discuss with and inform the examinee of non-emergent and  
 17 non-urgent recommendations made by the physician. Physician signature on abnormal results as  
 18 "normal" shall be deemed as inaccurate. Repeated signatures provided inaccurately on abnormal results  
 19 indicating results as "normal" may indicate negligence or competency issues, warranting Administrative  
 20 review, reporting, correction and action by CONTRACTOR. Incorrect test results provided by clinical  
 21 staff may cause inaccurate determinations by physicians. Repeated incorrect test results may indicate  
 22 competency and skills mastery issues with staff, warranting Administrative review, reporting, correction  
 23 and action by CONTRACTOR.

24  
 25 Standards for ethical medical documentation: CONTRACTOR shall follow a written protocol and/or  
 26 training for their staff that includes standards of medical documentation. This includes but may not be  
 27 limited to understanding and demonstrating accuracy for tests and procedures performed with correct  
 28 patient identifiers and dates, as well as format and process for identifying and correcting data entered in  
 29 the wrong charts, late entries, and/or document editing. Falsifying documents shall not be permitted  
 30 under any circumstances, such as mis-documenting a procedure or test date by "back-dating"; correct  
 31 procedure is to only provide the date that the actual procedure took place. If necessary, this may be  
 32 followed with reference as to why a procedure took place on a date subsequent to the rest of the exam. If  
 33 a procedure takes place on the originally scheduled exam date, but entry was inadvertently omitted, the  
 34 actual procedure date must be given with an added explanation that the entry date is "late entry for".  
 35 Crossing out of errors is permitted, but erasing, white-out, and/or deletion of previous documentation  
 36 that has already been saved and signed is not permitted at any time. Addendums to saved and signed  
 37 documentation is allowable provided the date of entry is included.

1  
2 For purposes of measuring the examination times set forth above, time shall be measured as the total  
3 time in the center, from check in to check out.

4 ~~6. Perform audiograms in an American National Standards Institute (ANSI) approved sound  
5 booth. Audiograms performed for medical surveillance examinations shall only be conducted by  
6 CONTRACTOR staff with CAOHC certification in accordance with OSHA requirements.  
7 CONTRACTOR must receive, maintain, and make available to ADMINSTRATOR upon request, valid  
8 certificates for any staff performing these examinations.~~

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

22 ~~7. Ensure electrocardiograms (EKGs) are reviewed and signed by a licensed physician, and  
23 that abnormal EKGs are reviewed, interpreted and signed by a board certified or board eligible  
24 cardiologist or internist. CONTRACTOR shall deliver EKGs to ADMINISTRATOR by the fifth (5th)  
25 business day following date of the examination, except for EKGs for Annual Management  
26 Examinations, which shall be forwarded to the employee.~~

27 7. Perform all electrocardiograms ensuring that:  
28 CONTRACTOR shall ensure that all electrocardiograms (EKGs) are reviewed and signed by a licensed  
29 physician, and that borderline EKGs are reviewed and signed by the examining physician with comment  
30 to the significance, if any, as it relates to the medical requirements for the job the applicant is applying  
31 for, as well as need for repeat EKG or additional testing.

32 CONTRACTOR shall ensure that abnormal EKGs are reviewed, interpreted, and signed by a board  
33 certified or board eligible cardiologist or internist with comments that may include but not be limited to  
34 recommendations for records request, repeat EKG, need for further testing or evaluation limitations or  
35 restrictions as they relate to the medical requirements for the job for which the applicant is applying.

36 CONTRACTOR shall deliver EKGs to ADMINISTRATOR by the fifth (5th) business day following  
37 date of the examination, except for EKGs for Annual Management Examinations, which shall be

1 forwarded to the employee.

2 ~~8. Ensure examining physicians review and sign all medical records, tests, and~~  
 3 ~~recommendations for work restrictions, and that an occupational health physician reviews the examining~~  
 4 ~~physician's examination results and completes a summary of medical examination form, which shall~~  
 5 ~~include physical findings, laboratory reports, normal and borderline EKG reports, and recommendations~~  
 6 ~~for appropriate work restrictions.~~

7 8. CONTRACTOR shall ensure review of and signature on all medical records, tests, and  
 8 recommendations for work restrictions by the examining physician, who shall be an occupational health  
 9 physician with a minimum of five (5) years of experience in occupational health and/or is certified in  
 10 occupational health. The examining physician's examination results shall include a summary of medical  
 11 examination, which shall include physical findings, laboratory reports, normal, abnormal and borderline  
 12 EKG reports, and recommendations for appropriate work restrictions and/or further testing as necessary.

13 9. Ensure examining physician discusses with the employee/applicant, only such matters  
 14 uncovered during the examination that are deemed medically significant and urgent, e.g., extremely  
 15 elevated blood pressure, significant abnormality in EKG, and recommend follow-up accordingly.  
 16 Medical and clinic staff will not discuss the outcome of the physical examination findings with the  
 17 employee/applicant with respect to the hiring process. Defer any questions from the employee/applicant  
 18 to Employee Health Services.

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

22 11. Ensure physical examinations and medical history questionnaire reviews are made by a  
 23 licensed physician experienced in occupational medicine, with the exception of Class I examinations,  
 24 which may be performed by a Registered Nurse Practitioner (RNP) or Physician Assistant (PA) under  
 25 the supervision of a licensed physician. Routine measurements and laboratory samples may be taken by  
 26 nurses and technicians.

27 ~~12. Ensure that physical examination services include: a review of medical and occupational~~  
 28 ~~history; a medical examination; and an evaluation of functional tasks which may include but are not~~  
 29 ~~limited to lifting, carrying, pulling, pushing, etc., which should be clearly documented in the physical~~  
 30 ~~examination medical record.~~

31 12. An evaluation of the ability to perform functional physical tasks, which may include but are  
 32 not limited to lifting, carrying, pulling and pushing should be clearly documented in the physical  
 33 examination medical record and relevant to the physical demands, job description, title schematics, and  
 34 or medical qualifiers for the position for which the applicant is applying

35 13. Deliver physical examination medical records, as specified in subparagraph II.A. and II.B.  
 36 of this Exhibit A to the Agreement, to ADMINISTRATOR on or before 3:00 p.m. on the fourth (4th)  
 37 business day following the date of the examination, except for physical examination medical records for

1 annual management examinations, senior aide participant examinations, and behavioral health  
 2 examinations which shall be retained by CONTRACTOR. If a physical examination includes a two-  
 3 step TB and immunization test, final results shall be delivered to ADMINISTRATOR within one (1)  
 4 business day of the final read. The parties understand that CONTRACTOR intends to carry out this  
 5 responsibility by means of subcontract with a courier service of their choice.

6 14. Ensure staff that perform TB tests attend training as required by ADMINISTRATOR.

7 15. Ensure spirometry examinations are performed by a person who has completed a  
 8 NIOSH-approved course, and x-rays are read by a licensed physician certified in radiology or a B  
 9 Reader.

10 16. Ensure treadmill/cardiac stress tests follow the full, unabbreviated Bruce Protocol and are  
 11 performed by a board certified or board eligible cardiologist or internist. Results shall include reason  
 12 for test, minutes and Metadata Encoding and Transmission Standard (METS), and a copy of the baseline  
 13 EKG. Employees shall be allowed to exercise until fatigued. Symptoms and reason for stopping shall be  
 14 documented. Tests shall be available a minimum of four (4) business days per week. CONTRACTOR  
 15 shall give employee/applicant two (2) calendar days' notice of scheduled test date and time.

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

20 18. Operate with at least the minimum number and type of staff required for the provision of  
 21 Physical Examination Services as described in this paragraph. Submit a Curriculum Vitae for each new  
 22 professional staff member, for review by ADMINISTRATOR, prior to commencement of duties under  
 23 the Agreement. If physician is not board certified in occupational medicine, CONTRACTOR shall  
 24 provide verifiable evidence that documents a minimum of five (5) years of full-time experience,  
 25 including training in occupational medicine.

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

29 20. Designate a contact person and a backup contact person for purposes of the Agreement.

30 21. CONTRACTOR, its employees, officers, agents, and subcontractors shall not refer any  
 31 COUNTY employee/applicant to a private service in which CONTRACTOR has a financial interest.

32 22. CONTRACTOR shall be responsible only for the collection procedure for the urine  
 33 drug/alcohol test. COUNTY shall select and contract directly with a laboratory for testing services.  
 34 CONTRACTOR shall ensure that a legally defensible chain of custody procedure is written and  
 35 followed from the point the patient is instructed to give a urine sample through sample pick-up by the  
 36 designated courier from the drug screening laboratory. The patient shall be asked to provide a urine  
 37 sample for drug/alcohol testing during the course of the medical examination. The patient shall be in a

1 hospital type gown and shall not have access to street clothes, purses, bags, etc. Water to the bathroom  
2 sink shall be turned off, and water in the commode shall be "colored" with blue dye.

3 23. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding  
4 sources, with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR  
5 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder  
6 shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or  
7 sectarian institution, or religious belief.

8 24. 1. CONTRACTOR shall ensure that all physical examination services include a thorough  
9 review of medical and occupational history as evidenced by the examining physician, documenting  
10 subjective, supportive answers by the applicant upon further inquiry by the examining physician  
11 regarding occupational or medical history for the purposes of determining previous or current treatment,  
12 interventions, follow-up, tests, and procedures, and the relevance to the current status of the applicant  
13 and their ability to perform the required essential job functions.

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

22 3. CONTRACTOR shall ensure that TB test documentation and all other test documentation meets  
23 industry medical standards for documentation and interpretation.

24 B. FORMS, PROTOCOLS AND STANDARDS – CONTRACTOR shall provide Pre-Placement  
25 Physical Examination and Periodic Physical Examination Services in accordance with the EF, Physical  
26 Examination Forms, protocols and standards referenced below.

27 1. CONTRACTOR shall use Physical Examination Forms to document Physical Examination  
28 Services provided to individuals pursuant to the Agreement.

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

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

33 4. EFs, Physical Examination Forms, protocols, and standards may be revised by  
34 ADMINISTRATOR, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.  
35 Additional forms, protocols, and standards necessary to carry out Physical Examination Services may be  
36 developed, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.

37 C. QUALITY ASSURANCE

1 1. ADMINISTRATOR shall review completed physical examination records on a monthly  
 2 basis and provide CONTRACTOR with a quality review report identifying any issues related to the  
 3 performance outcomes below. CONTRACTOR shall submit a written response to ADMINISTRATOR,  
 4 within seven (7) business days of receipt of the quality review report, describing measures to be taken to  
 5 correct the issues.

6 ~~2. Performance Outcomes – CONTRACTOR shall ensure that:~~

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

9 ~~b. Ninety-five percent (95%) of all forms and charts shall be error free.~~

10 2. Performance Outcomes – CONTRACTOR shall ensure that:

11  
 12 a. One hundred percent (100%) of payments to subcontracted physicians for services rendered are  
 13 made within forty-five (45) calendar days.

14  
 15 b. Ninety-five percent (95%) of all Class 1, Class 2, Class 3 and Class 4 forms and charts shall be  
 16 error-free of typographical or administrative errors. This percentage does not apply to substantive errors  
 17 pertaining to analysis, interpretation of results, recommendations, or inclusion of pertinent  
 18 applicant/employee medical history, for which there is no margin for error. While COUNTY reserves  
 19 the right to perform external random chart audits at any time, it is incumbent upon CONTRACTOR to  
 20 implement and maintain internal quality assurance safeguards and processes, including but not limited to  
 21 internal chart audits, which shall be provided to COUNTY when requested, based upon areas identified  
 22 as requiring additional review and/or improvement. Error reports are currently provided by COUNTY as  
 23 a courtesy, but should not be utilized as the sole reference to guide corrections to medical records errors.

24 D. PHYSICAL EXAMINATIONS – Upon receipt of EF, CONTRACTOR shall provide the  
 25 following Physical Examination Services:

26 ~~1. Pre-placement Physical Examinations~~

27 ~~a. Class 1 Limited Examination: This class of examination shall be provided to~~  
 28 ~~approximately fifty (50) job applicants per year whose job duties require light physical demand. This~~  
 29 ~~class of examination may be performed by a physician, RNP, or PA under the supervision of a~~  
 30 ~~physician. ADMINISTRATOR will maintain the option to conduct some or all Class 1 Limited~~  
 31 ~~examinations within the Health Care Agency. Lab tests are not required for this class of examinations.~~

32 ~~b. Class 1+ Qualifier(s) Examination: This class of examination shall be provided to~~  
 33 ~~approximately four hundred (400) job applicants per year whose job duties require light physical~~  
 34 ~~demand with one or more qualifiers. This examination must be performed by a physician.~~

35 ~~c. Class 2 Examination: This class of examination shall be provided to approximately~~  
 36 ~~seven hundred (700) job applicants per year whose job duties require moderate physical demand. This~~  
 37 ~~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 three hundred (300) to four hundred (400) 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.~~

#### 1. Pre-placement Physical Examinations

a. Class 1 Limited Examination: This class of examination shall be provided to approximately four hundred (400) to 500 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.

#### 2. Periodic Physical Examinations

a. Annual Management Examination: This class of examination shall be provided to approximately thirty (30) COUNTY employees per year, whose jobs are administrative in nature. This examination must be performed by a physician. All optional services listed below must be offered to examinees.

- 1) Colonoscopy with local anesthesia, performed by certified gastroenterologist.
- 2) Sigmoidoscopy, performed by certified gastroenterologist.
- 3) Health Risk Appraisal Form.
- 4) Mammography, performed by certified mammography technician.
- 5) Prostate Specific Antigen.

~~b. Surveillance Examination: This class of examination shall be provided to~~

1 ~~approximately seven hundred (700) COUNTY employees per year, as required by law or special~~  
2 ~~circumstances. This examination must be performed by a physician. Surveillance examinations include~~  
3 ~~the following categories:~~

- 4 ~~1) Asbestos~~
- 5 ~~2) California DMV, Class B~~
- 6 ~~3) Crane Operator~~
- 7 ~~4) Federal Aviation Administration (FAA)~~
- 8 ~~5) Hazardous Device (Bomb Squad)~~
- 9 ~~6) Hazardous Material (Initial/Exit)~~
- 10 ~~7) Lead~~
- 11 ~~8) County Clinic (Title 22)~~
- 12 ~~9) Respirator~~
- 13 ~~10) SCUBA~~
- 14 ~~11) Senior Aide Participant~~

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

- 19 1. Asbestos
- 20 2) California DMV, Class B
- 21 3) Crane Operator
- 22 4) Federal Aviation Administration (FAA)
- 23 5) Hazardous Device (Bomb Squad)
- 24 6) Hazardous Material (Initial/Exit)
- 25 7) Lead
- 26 8) Respirator
- 27 9) SCUBA

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

- 31 a. Audiometry (Audio)
- 32 b. Blood and Body Fluid Post Exposure Evaluation – a physician, board certified in  
33 occupational health, shall perform medical evaluation and treatment services for employees exposed via  
34 parenteral (needlestick or cut) and/or mucous membrane (splash to eye or mouth) to potentially infected  
35 blood and bodily fluids in the course of their duties for the COUNTY.
- 36 c. Blood Lead Test
- 37 d. Blood Draw

- 1 e. Blood Type Test
- 2 f. Body Fat Analysis by Caliper Method (4 Sites)
- 3 g. California DMV Class B Certification (Forms Only)
- 4 h. Complete Blood Count (CBC) with Differential
- 5 i. Colonoscopy (Local Anesthesia)
- 6 1) Colonoscopy (Initial Biopsy)
- 7 2) Colonoscopy (Additional Biopsy)
- 8 3) Colonoscopy (Specimen Biopsy)
- 9 j. Color Vision Test (Hardy-Rand-Rittler)
- 10 k. Consent and Collection of Urine Drug/Alcohol Testing Samples
- 11 l. Electrocardiogram (EKG)
- 12 m. Fitness for Duty Evaluation – a physician, board certified in occupational health, shall
- 13 perform a comprehensive evaluation and render a recommendation and opinion, within fourteen (14)
- 14 business days of referral, on the employee's ability to perform the job. EHS Medical Director will work
- 15 directly with COMNTRACTOR to delineate the scope of the examination and need for specialty
- 16 medical services.
- 17 n. Gamma Globulin Injection
- 18 o. Health Risk Appraisal Form
- 19 p. Liver Enzyme Panel
- 20 q. Mammography
- 21 r. Mammography with Implants
- 22 s. Measles, Mumps, Rubella (MMR) Titer
- 23 t. Medical History Questionnaire
- 24 u. Medical Restriction Evaluation – a physician, board certified in the appropriate
- 25 specialty, shall perform a comprehensive evaluation and render an opinion on medical restrictions
- 26 //
- 27 relevant to an applicant's ability to perform a specific job. Specialties may include, but not be limited to,
- 28 orthopedics, cardiology, pulmonary, and psychiatry.
- 29 v. MMR Vaccine
- 30 w. Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 Panel)
- 31 x. Physical Examination for Behavioral Health Clients with TB
- 32 y. Pregnancy Test (Urine)
- 33 z. Pulmonary Function Test (PFT)
- 34 aa. PFT, Pre and Post Treadmill
- 35 ab. Prostate Specific Antigen (PSA)
- 36 ac. Rectal Examination and Occult Blood, Prostate for Males
- 37 ad. Sigmoidoscopy

- 1 ae. SMA 24 Panel with HDL (Fasting)  
 2 af. Stool for Occult Blood Test  
 3 ag. Tetanus, Diphtheria, Pertussis (Tdap) Vaccine  
 4 ah. Tetanus, Diphtheria (Td) Vaccine Booster  
 5 ai. Treadmill/Cardiac Stress Test (Bruce Protocol)  
 6 aj. Tuberculin (TB) Purified Protein Derivative (PPD) Skin Test Reading  
 7 ak. TB PPD Skin Test and Reading (1-Step)  
 8 al. Urinalysis (Dip Stick)  
 9 am. Urinalysis (Microscopic)  
 10 an. Varicella Titer  
 11 ao. Varicella Vaccine  
 12 ap. X-Ray, Any Single Chest  
 13 aq. X-Ray, Ankle (3 Views: AP, Lateral, Oblique)  
 14 ar. X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)  
 15 as. X-Ray, Chest (Left and Right Oblique)  
 16 at. X-Ray, Chest (PA)  
 17 au. X-Ray, Chest (PA and Lateral)  
 18 av. X-Ray, Chest, (Reading by "B" Reader)  
 19 aw. X-Ray, Elbow (3 Views: Lateral, Oblique)  
 20 ax. X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique)  
 21 ay. X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot)  
 22 az. X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)  
 23 ba. X-Ray, Wrist (3 Views: AP, Lateral, Oblique)  
 24 bb. Zinc Protoporphyrin

25 4. Additional Procedures/Services – CONTRACTOR shall perform additional  
 26 procedures/services not specified above as requested by ADMINISTRATOR. ADMINISTRATOR  
 27 shall specify the type of test or service required, and reimbursement shall be made in accordance with  
 28 subparagraph III.F.4. of this Exhibit A to the Agreement.

29 5. Special Requests – Physical Examination Services or procedures by special request shall be  
 30 scheduled for the next available appointment. CONTRACTOR shall fax or telephone results to  
 31 ADMINISTRATOR as soon as they become available. Reimbursement shall be made in accordance  
 32 with subparagraph III.F.3. of this Exhibit A to the Agreement, plus twenty percent (20%).

33 E. 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 the CONTRACTOR.

37 1. CONTRACTOR recognizes RSA Tokens are assigned to a specific individual staff member

1 with a unique password, and that RSA Tokens and passwords shall not be shared with anyone.

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

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

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

10 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
11 Services Paragraph of this Exhibit A to the Agreement.

12 //

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24 //

25 //

26 //

EXHIBIT B  
 TO AGREEMENT FOR PROVISION OF  
 PHYSICAL EXAMINATION SERVICES  
 WITH  
 OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION  
 DBA CONCENTRA MEDICAL CENTERS  
 JULY 1, 2019 THROUGH JUNE 30, 2022

**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

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

37 //

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.

5  
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.

13  
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.

18  
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.

30  
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.

36 //  
37 //

1 **VII. SECURITY OFFICER**

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

5  
6 **VIII. TRAINING**

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

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

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

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

17  
18 **IX. EMPLOYEE DISCIPLINE**

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

22  
23 **X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES**

24 A. Notification to COUNTY of Breach or Security Incident: The CONTRACTOR shall notify  
25 COUNTY immediately by telephone call plus email or fax upon the discovery of a breach (as defined in  
26 this Exhibit), and within twenty-four (24) hours by email or fax of the discovery of any security incident  
27 (as defined in this Exhibit), unless a law enforcement agency determines that the notification will  
28 impede a criminal investigation, in which case the notification required by this section shall be made to  
29 COUNTY immediately after the law enforcement agency determines that such notification will not  
30 compromise the investigation. Notification shall be provided to the ADMINSTRATOR,  
31 ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the  
32 contact information listed in Section X.F., below. If the breach or security incident is discovered after  
33 business hours or on a weekend or holiday and involves COUNTY PCI in electronic or computerized  
34 form, notification to COUNTY shall be provided by calling ADMINISTRATOR Information Security  
35 Office at the telephone numbers listed in Section X.F., below. For purposes of this Section, breaches  
36 and security incidents shall be treated as discovered by CONTRACTOR as of the first day on which  
37 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.

20  
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: John Senteno

27 E-mail: jsenteno@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: Nicole LeMaire

36 E-mail: nlemaire@ochca.com

37 Telephone: (714) 834-7603

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  
 9

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  
 18

#### 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.  
 24

#### 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.  
 31

#### 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.  
 37 //



1 involves inactions or actions by the CONTRACTOR, except where CONTRACTOR or its  
2 subcontractor, workforce employee or agent is a named adverse party.

3  
4 **XVII. NO THIRD PARTY BENEFICIARIES**

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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ATTACHMENT 1  
TO EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
PHYSICAL EXAMINATION SERVICES  
WITH  
OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION  
DBA CONCENTRA MEDICAL CENTERS  
JULY 1, 2019 THROUGH JUNE 30, 2022

**I. CONTRACTOR DATA SECURITY STANDARDS**

A. General Security Controls

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

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

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

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

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

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

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

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

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

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

20 10. Data Sanitization. All COUNTY PCI must be sanitized using NIST Special Publication  
 21 800-88 standard methods for data sanitization when the COUNTY PCI is no longer needed.

#### 22 B. System Security Controls

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

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

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

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

1 5. Transmission encryption. All data transmissions of COUNTY PCI outside the contractor's  
 2 secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced  
 3 Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network  
 4 level, or the data files containing COUNTY PCI can be encrypted. This requirement pertains to any type  
 5 of COUNTY PCI in motion such as website access, file transfer, and E-Mail.

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

9 C. Audit Controls

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

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

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

19 D. Business Continuity/ Disaster Recovery Controls

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

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

31 E. Paper Document Controls

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

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

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

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

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

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

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