

AGREEMENT FOR PROVISION OF
AMENDMENT NO.1

TO

CONTRACT NO. MA-042-22010460

FOR

PHYSICAL EXAMINATION FOR PRE-EMPLOYMENT MEDICAL SERVICES & MEDICAL
ADVISORY EXAMINATIONS

BETWEEN

COUNTY OF ORANGE

AND

MEMORIALCARE MEDICAL FOUNDATION

OCTOBER 15, 2021 THROUGH JUNE 30, 2022

~~THIS AGREEMENT entered into this 15th day of October, 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and MemorialCare Medical Foundation, a California professional corporation, (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the Director of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").~~

This Amendment ("Amendment No. 1") to Contract No. MA-042-22010460 for Physical Examination for Pre-Employment Medical Services & Medical Advisory Services is made and entered into on January 25, 2022 ("Effective Date") between MemorialCare Medical Foundation ("Contractor"), with a place of business at 17360 Brookhurst Street, Fountain Valley, CA 92708, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

~~WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Physical Examination and Pre-Employment Medical Services described herein to applicants and employees of the County of Orange; and~~

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

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

WHEREAS, the Parties executed Contract No. MA-042-22010460 for Physical Examination for

1 Pre-Employment Medical Services & Medical Advisory Services, effective October 15, 2021 through
2 June 30, 2022, in an amount not to exceed \$200,000 (“Contract”); and

3 WHEREAS, the Parties now desire to enter into this Amendment No. 1 to increase the Contract’s
4 amount not to exceed by \$300,000.

5 NOW, THEREFORE, Contractor and County agree to amend the Contract as follows:
6 The Contract’s amount not to exceed is increased by \$300,000, effective January 25, 2022, for a revised
7 total amount not to exceed \$500,000.

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	65
II. Alteration of Terms	11 10
III. Assignment Of Debts	11 10
IV. Compliance.....	11 10
V. Confidentiality.....	15 14
VI. Conflict of Interest.....	16 15
VII. Delegation, Assignment and Subcontracts	16 15
VIII. Dispute Resolution	18 17
IX. Employee Eligibility Verification	19 18
X. Facilities, Payments, and Services.....	19 18
XI. Indemnification and Insurance	19 18
XII. Inspections and Audits	24 23
XIII. Licenses and Laws.....	25 24
XIV. Literature, Advertisements, and Social Media	25 24
XV. Maximum Obligation	26 25
XVI. Minimum Wage Laws	26 25
XVII. Nondiscrimination	26
XVIII. Notices.....	29 28
XIX. Notification of Death.....	29 28
XX. Notification of Public Events and Meetings.....	30 29
XXI. Records Management and Maintenance.....	30 29
XXII. Research And Publication	32 31
XXIII. Severability.....	32 31
XXIV. Special Provisions	32 31
XXV. Status of Contractor.....	33 32
XXVI. Term	33
XXVII. Termination	34 33
XXVIII. Third Party Beneficiary	35
XXIX. Waiver of Default or Breach	35
Signature Page.....	37 36

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//

//

//

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

EXHIBIT A

PAGE

I.	Common Terms and Definitions	1
II.	Medical Records	3
III.	Payments – General	4
IV.	Payments – Physical Examination Services	5
V.	Payments – Medical Advisory Pre-Employment Medical Services.....	12 11
VI.	Reports.....	13 12
VII.	Physical Examination Services.....	14 13
VIII.	Pre-Employment Medical Services	23 22

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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REFERENCED CONTRACT PROVISIONS

Term: October XX, 2021 through June 30, 2022

Maximum Obligation: \$~~200~~500,000

Basis for Reimbursement: Negotiated Rate or Fee-for-Service

Payment Method: In Arrears

CONTRACTOR DUNS Number: 06-642-2172

CONTRACTOR TAX ID Number: 27-1504911

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: MemorialCare Medical Foundation
17360 Brookhurst Street
Fountain Valley, California 92708-3720
Attention: Hannah Baker

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I. ACRONYMS

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

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

1	AI.	CFDA	Catalog of Federal Domestic Assistance
2	AJ.	CFR	Code of Federal Regulations
3	AK.	CHDP	Child Health and Disability Prevention
4	AL.	CHHS	California Health and Human Services Agency
5	AM.	CHPP	COUNTY HIPAA Policies and Procedures
6	AN.	CHS	Correctional Health Services
7	AO.	CIPA	California Information Practices Act
8	AP.	CMPPA	Computer Matching and Privacy Protection Act
9	AQ.	COI	Certificate of Insurance
10	AR.	CPA	Certified Public Accountant
11	AS.	CSI	Client and Services Information
12	AT.	CSW	Clinical Social Worker
13	AU.	CYBHS	Children and Youth Behavioral Health Services
14	AV.	D/MC	Drug/Medi-Cal
15	AW.	DATAR	Drug Abuse Treatment Access Report
16	AX.	DCR	Data Collection and Reporting
17	AY.	DD	Dually Diagnosed
18	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

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 ACT	Health Information Technology for Economic and Clinical Health Act,
14			Public Law 111-005
15	CF.	HIV	Human Immunodeficiency Virus
16	CG.	HRSA	Federal Health Resources and Services Administration
17	CH.	HSC	California Health and Safety Code
18	CI.	IBNR	Incurred But Not Reported
19	CJ.	ID	Identification
20	CK.	IEA	Information Exchange Agreement
21	CL.	IMD	Institute for Mental Disease
22	CM.	IOM	Institute of Medicine
23	CN.	IRIS	Integrated Records and Information System
24	CO.	ISO	Insurance Services Office
25	CP.	ITC	Indigent Trauma Care
26	CQ.	LCSW	Licensed Clinical Social Worker
27	CR.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
28	CS.	LPS	Lanterman/Petris/Short (Act)
29	CT.	LPT	Licensed Psychiatric Technician
30	CU.	MAT	Medication Assisted Treatment
31	CV.	MEDS	Medi-Cal Eligibility Determination System
32	CW.	MFT	Marriage and Family Therapist
33	CX.	MH	Mental Health
34	CY.	MHIS	Mental Health Inpatient Services
35	CZ.	MHP	Mental Health Plan
36	DA.	MHRC	Mental Health Rehabilitation Centers
37	DB.	MHS	Mental Health Specialist

1	DC.	MHSA	Mental Health Services Act
2	DD.	MIHS	Medical and Institutional Health Services
3	DE.	MORS	Milestones of Recovery Scale
4	DF.	MS	Mandatory Supervision
5	DG.	MSN	Medical Safety Net
6	DH.	MTP	Master Treatment Plan
7	DI.	NA	Narcotics Anonymous
8	DJ.	NIAT	Network Improvement of Addiction Treatment
9	DK.	NIH	National Institutes of Health
10	DL.	NIST	National Institute of Standards and Technology
11	DM.	NOA	Notice of Action
12	DN.	NP	Nurse Practitioner
13	DO.	NPDB	National Provider Data Bank
14	DP.	NPI	National Provider Identifier
15	DQ.	NPP	Notice of Privacy Practices
16	DR.	NPPEs	National Plan and Provider Enumeration System
17	DS.	OCEMS	Orange County Emergency Medical Services
18	DT.	OCJS	Orange County Jail System
19	DU.	OC-MEDS	Orange County Medical Emergency Data System
20	DV.	OCPD	Orange County Probation Department
21	DW.	OCR	Federal Office for Civil Rights
22	DX.	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

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

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

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 the
 23 purpose of ensuring adherence to all rules and regulations related to federal and state health care
 24 programs.
 25

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

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

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

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

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, 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 CONTRACTOR's Covered Individuals employed or retained to provide services related to this Agreement monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
13 days after the overpayment is verified by 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 audio
30 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 agree, in writing, with CONTRACTOR to maintain the
35 confidentiality of any and all information and records which may be obtained in the course of providing
36 such services. This Agreement shall specify that it is effective irrespective of all subsequent
37 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or

1 authorized agent, employees, consultants, subcontractors, volunteers and interns.

3 **VI. CONFLICT OF INTEREST**

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

13 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

1 | delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

35 | D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
36 | status with respect to name changes that do not require an assignment of the Agreement.
37 | CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party

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

8 9 **VIII. DISPUTE RESOLUTION**

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

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

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

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

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

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

37 Parties specifically agree to waive any and all rights to request that an action be transferred for

1 adjudication to another county.

2
3 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

13
14 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

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

30
31 **XI. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
35 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
36 including but not limited to personal injury or property damage, arising from or related to the services,
37 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
4 request a jury apportionment.

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

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

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

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

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

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

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

37 F. QUALIFIED INSURER

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

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

9 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 10 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
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

29 H. REQUIRED COVERAGE FORMS

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

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

34 I. REQUIRED ENDORSEMENTS

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

37 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least

1 as broad naming the *County of Orange, its elected and appointed officials, officers, agents and*
 2 *employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 3 **WRITTEN AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

36 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
 37 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be

1 made to the next qualified vendor.

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

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

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

14 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

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XIII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:

a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;

b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

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

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

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XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

12 **XV. MAXIMUM OBLIGATION**

13 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
 14 Agreement is as specified in the Referenced Contract Provisions of this Agreement
 15

16 **XVI. MINIMUM WAGE LAWS**

17 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
 19 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
 20 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
 21 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
 22 providing services pursuant to this Agreement be paid no less than the greater of the federal or
 23 California Minimum Wage.
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25 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
 26 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
 27 standards pursuant to providing services pursuant to this Agreement.

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

34 **A. EMPLOYMENT**

35 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
 36 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
 37 employee or applicant for employment because of his/her race, religious creed, color, national origin,

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

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

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

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

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

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

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

1 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 2 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
 3 paragraph, discrimination includes, but is not limited to the following based on one or more of the
 4 factors identified above:

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

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

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

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

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

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

36 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
 37 state law, this Agreement may be canceled, terminated or suspended in whole or in part and

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
2 state or COUNTY funds.

3 4 **XVIII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24 25 **XIX. NOTIFICATION OF DEATH**

26 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
27 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

34 2. WRITTEN NOTIFICATION

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

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

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

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

10 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

14 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
 15 of any applicable public event or meeting. The notification must include the date, time, duration,
 16 location and purpose of the public event or meeting. Any promotional materials or event related flyers
 17 must be approved by ADMINISTRATOR prior to distribution.
 18

19 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

20 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 21 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 22 accordance with this Agreement and all applicable requirements.
 23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 9 **XXII. RESEARCH AND PUBLICATION**

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

13 14 **XXIII. SEVERABILITY**

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

20 21 **XXIV. SPECIAL PROVISIONS**

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

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

1 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
2 Schedule may be found at www.opm.gov.

3 8. Severance pay for separating employees.

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

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

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

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

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

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

14 **XXV. STATUS OF CONTRACTOR**

15
16 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
17 wholly responsible for the manner in which it performs the services required of it by the terms of this
18 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
19 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
20 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
21 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
22 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,
23 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the
24 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,
25 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and
26 shall not be considered in any manner to be COUNTY's employees.

27 **XXVI. TERM**

28
29 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
30 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
31 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
32 in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend
33 beyond this term, including but not limited to, obligations with respect to confidentiality,
34 indemnification, audits, reporting, and accounting.

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

XXVII. TERMINATION

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

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

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

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the 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 manner which
3 is consistent with recognized standards of quality care and prudent business practice.

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

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

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

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

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

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

17 8. To the extent services are terminated, cancel outstanding commitments covering the
18 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
19 commitments which relate to personal services. With respect to these canceled commitments,
20 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
21 arising out of such cancellation of commitment which shall be subject to written approval of
22 ADMINISTRATOR.

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

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

30
31 **XXVIII. THIRD PARTY BENEFICIARY**

32 Neither Party hereto intends that this Agreement shall create rights hereunder in third parties
33 including, but not limited to, any subcontractors or any Clients provided services pursuant to this
34 Agreement.

35 **XXIX. WAIVER OF DEFAULT OR BREACH**

36 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
37 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this

1 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
2 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
3 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 MEMORIALCARE MEDICAL FOUNDATION

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
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11 BY: _____ DATED: _____

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13 TITLE: _____

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17 COUNTY OF ORANGE

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20 BY: _____ DATED: _____

21 HEALTH CARE AGENCY

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26
27 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
28 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
29 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
30 or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her
31 signature alone is required by ADMINISTRATOR.

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 PHYSICAL EXAMINATION AND PRE-EMPLOYMENT MEDICAL SERVICES
 WITH
 MEMORIALCARE MEDICAL FOUNDATION
 OCTOBER XX, 2021 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 utilizing the HRR color vision test per POST guidelines, body fat measurement using skinfold calipers, audiogram, pulmonary function testing, tattoo verification, TB testing, required vaccines, urine

1 drug testing, and either ECG (electrocardiogram) or Treadmill are included in the parts of the
2 examination. 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. Physical Examination Services are professional services that may include but not limited to
26 Pre-Placement Physical Examination, Periodic Physical Examination and other services as defined in
27 the Agreement.

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

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

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

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

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

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

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

11 **II. MEDICAL RECORDS**

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

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

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

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

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

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

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

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

1 f. Scanned copy of applicant/employee's verified photo identification.

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

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

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

13 E. CONTRACTOR agrees that if and when an individual should ever request their medical records,
14 CONTRACTOR will be responsible for obtaining and providing the requested medical records to the
15 requesting party.

16 F. CONTRACTOR shall electronically forward original medical records to ADMINISTRATOR
17 within the timeframe specified in subparagraph V.B.13. of this Exhibit A to the Agreement.

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

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

22 **III. PAYMENTS - GENERAL**

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

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

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

37 D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay any

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

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

10 **IV. PAYMENTS -PHYSICAL EXAMINATION SERVICES**

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

13 **PRE-PLACEMENT PHYSICAL EXAMINATIONS**

	<u>Rate</u>
14 Class 1 Limited Examination	\$ 30.00
15 Class 1+ Qualifier(s) Examination	35.00
16 Class 2 Examination	132.00
17 Class 3 Examination	166.00
18 Class 4 Examination	216.00

19 **PERIODIC PHYSICAL EXAMINATIONS**

20 Initial Surveillance Examinations	
21 Asbestos	\$ 92.00

22 **MISCELLANEOUS SERVICES**

23 ALT Liver Enzyme	\$ 5.00
24 Audiometry (Audio)	25.00
25 Blood Lead Test	20.00
26 Blood Draw	8.00
27 Blood Type Test	6.00
28 Body Fat Analysis by Caliper Method (4 Sites)	15.00
29 California DMV Class B Certification (Forms Only)	20.00
30 Complete Blood Count (CBC) with Differential	9.00
31 Color Vision Test (Hardy-Rand-Rittler)	20.00
32 Consent and Collection of Urine Drug/Alcohol Testing Samples	20.00
33 Electrocardiogram (EKG)	32.00
34 Measles, Mumps, Rubella (MMR) Titer	127.00
35 MMR Vaccine	79.00
36 Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 37 Panel)	45.00

1	Pulmonary Function Test (PFT)	48.00
2	PFT, Post Treadmill	39.00
3	Rectal Examination and Occult Blood, Prostate for Males	16.00
4	SMA 24 Panel with HDL (Fasting)	9.00
5	Stool for Occult Blood Test	16.00
6	Tetanus, Diphtheria, Pertussis (Tdap) Vaccine	75.00
7	Treadmill/Cardiac Stress Test (Bruce Protocol)	177.00
8	TB PPD Skin Test and Reading (1-Step)	20.00
9	TB PPD Skin Test and Reading (2-Step)	20.00
10	T-Spot with Prior Authorization	83.00
11	Urinalysis (Dip Stick)	8.00
12	Urinalysis (Microscopic)	8.00
13	Varicella Titer	35.00
14	Varicella Vaccine	121.00
15	X-Ray, Any Single Chest	47.00
16	X-Ray, Ankle (3 Views: AP, Lateral, Oblique)	64.00
17	X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)	75.00
18	X-Ray, Chest (Left and Right Oblique)	60.00
19	X-Ray, Chest (PA)	47.00
20	X-Ray, Chest (PA and Lateral)	60.00
21	X-Ray, Chest, (Reading by "B" Reader)	60.00
22	X-Ray, Elbow (3 Views: Lateral, Oblique)	65.00
23	X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique)	84.00
24	X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot)	80.00
25	X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)	68.00
26	X-Ray, Wrist (3 Views: AP, Lateral, Oblique)	69.00
27	Zinc Protoporphyrin	28.00
28	Physician	170.00
29	Registered Nurse	50.00
30	Licensed Vocational Nurse	50.00
31	Medical Assistant	35.00

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B. The following miscellaneous services are to be handled through the external Specialty Referral process as specified in subparagraph III.H. below:

1 a. Fitness for Duty Evaluation (as authorized by ADMINISTRATOR)

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

4 D. The following table represents bundled services, all of which shall include verification of
5 photo ID for each examinee prior to rendering services as part of the registration process, and delineates
6 required documentation and services included in rates of reimbursement for the provision of these
7 physical examination services. CONTRACTOR shall not unbundle when billing for reimbursement and
8 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	Class 1 history and exam forms	PFT CXR PA & Lat Audio
Class 1+ Qualifier(s) Examination	Class 1+ qualifiers history & exam forms	PFT CXR PA & Lat Audio
Class 2 Examination	Audiometry CBC with differential PFT Urinalysis (Dipstick) Photo ID Class 2 history & exam forms	PFT CXR PA & Lat Audio EKG
Class 3 Examination	CBC with differential Urinalysis (Microscopic) SMA 24 panel with HDL (Fasting) PFT Audiometry	
Class 4 Examination	Photo ID Color vision Vision, uncorrected, corrected, peripheral	Body fat analysis Treadmill EKG

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

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

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

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

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

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

G. If CONTRACTOR subcontracts with a Professional Temporary Staffing Agency to provide staffing for physical examination services or other services included above, as approved by

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

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

28 REFERRALS:

29 I. This agreement shall constitute the entire agreement and understanding of the Parties that
 30 nothing in this Agreement or in any other written or oral agreement between ADMINISTRATOR and
 31 CONTRACTOR, nor any consideration offered or paid in connection with this Agreement,
 32 contemplates or requires the admission or referral of any patients or business to MEMORIALCARE
 33 MEDICAL FOUNDATION ,WHICH IS COMPRISED OF MEMORIALCARE MEDICAL GROUP,
 34 MEMORIALCARE OCCUPATIONAL MEDICINE, GREATER NEWPORT PHYSICIANS
 35 MEDICAL GROUP , EDINGER MEDICAL GROUP AND COASTAL FAMILY MEDICINE. This
 36 Agreement is not intended to influence CONTRACTORS or Affiliated Physician Groups or any
 37 Physician's judgment in choosing the hospital or other health care facility or provider deemed by

1 CONTRACTOR to be best qualified to deliver goods or services to any particular patient. The rights of
2 the parties under this Agreement shall not be dependent in any way on the referral of patients or
3 business to another party by any other party or any Physician. Notwithstanding the foregoing,
4 CONTRACTOR shall not, and shall ensure that Physicians do not, refer any COUNTY patient to any
5 provider of health care services that CONTRACTOR or any such Physician knows or should know is
6 excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program.

7
8 J. Pre-Placement Physical Examination and Periodic Physical Examination rates as referenced in
9 subparagraph III.F.1. and III.F.2. of this Exhibit A to the Agreement are inclusive of said physical
10 examinations and the associated required procedures specified in subparagraph III.F.4. of this Exhibit A
11 to the Agreement.

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

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

17 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
18 Payments Paragraph of this Exhibit A to the Agreement.

19
20 **V. PAYMENTS – MEDICAL ADVISORY - PRE-EMPLOYMENT MEDICAL SERVICES**

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

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

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

B. COUNTY requires documented proof of standard cost increases on services prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to COUNTY. COUNTY may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Agreement. Adjustments increasing the CONTRACTOR's profit will not be allowed unless in writing from the ADMINISTRATOR and in agreement with CONTRACTOR.

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

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

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

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

VI. REPORTS

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

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

//

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

4 VII. PHYSICAL EXAMINATION SERVICES

5 A. FACILITY

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

9
10 9122 Adams Avenue
11 Huntington Beach, California 92646

12
13 2. Facility shall include at minimum a waiting room, four (4) patient examination rooms,
14 office space for confidential patient interviews, and adequate parking spaces to be available, at a
15 minimum, during normal business hours to persons receiving services under the Agreement.

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

18 B. SERVICES TO BE PROVIDED

19 1. CONTRACTOR shall be capable of handling up to ten (10) physical examinations per day.
20 A minimum of one (1) exam per day shall be a Class 4 exam; the maximum number of Class 4 exams
21 per day shall be two (2). Appointment times shall be available for each class of examination each day
22 proportionate to the number of estimated examinations.

23 2. Provide Physical Examination Services between normal business hours of operation from
24 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays of COUNTY and
25 CONTRACTOR.

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

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

33 5. Perform all Physical Examination Services in a period of not more than twenty (20) minutes
34 for limited Class 1 exams, not more than thirty (30) minutes for Class 1 exams with qualifiers, not more
35 than sixty (60) minutes for Class 2 exams, not more than sixty (60) minutes for Class 3 exams, and not
36 more than two (2) hours on the same day for Class 4 exams. It is understood that recommended optional
37 tests and exams, based on applicant history and deemed necessary by the examining physician, may

1 incur additional exam time beyond the above mentioned visit times. Three (3) hours shall be the
2 maximum for Class 3 and Class 4 exams on the same day, except where such performance is beyond the
3 reasonable control of CONTRACTOR.

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

14 All efforts shall be made by COUNTY to ensure that examinees are provided with access
15 and instruction for completing online forms and questionnaires prior to their exam appointment date and
16 time, to reduce waiting room time. It shall be incumbent on the CONTRACTOR to ensure that all
17 COUNTY questionnaires and forms are completed by the examinee either prior to the examinee's
18 appointment date or at the time of their examination in conjunction with the examining physician as part
19 of the CONTRACTORS and examining Physicians obligation to review, interview, comment and sign.
20 Any change in such performance shall require the prior authorization of ADMINISTRATOR.
21 CONTRACTOR shall provide ADMININSTRATOR waiting room time and total visit time statistics on
22 a monthly or bi monthly basis to measure success.

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

36 7. Standards for ethical medical documentation: CONTRACTOR shall follow a written
37 protocol and/or training for their staff that includes standards of medical documentation. This includes

1 but may not be limited to understanding and demonstrating accuracy for tests and procedures performed
2 with correct patient identifiers and dates, as well as format and process for identifying and correcting
3 data entered in the wrong charts, late entries, and/or document editing. Falsifying documents shall not be
4 permitted under any circumstances, such as mis-documenting a procedure or test date by “back-dating”;
5 correct procedure is to only provide the date that the actual procedure took place. If necessary, this may
6 be followed with reference as to why a procedure took place on a date subsequent to the rest of the
7 exam. If the procedure took place on the originally scheduled exam date but entry was inadvertently
8 omitted, the actual procedure date must be given with an added explanation that the entry date is “late
9 entry for”. Crossing out of errors is permitted, but erasing, white-out, and/or deletion of previous
10 documentation that has already been saved and signed is not permitted at any time.

11 8. Perform audiograms in an American National Standards Institute (ANSI)-
12 approved sound booth. Audiograms performed for medical surveillance examinations shall only be
13 conducted by CONTRACTOR staff with CAOHC certification in accordance with OSHA requirements
14 shall be performed by a licensed technician who is certified by the Council of Accreditation in
15 Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering
16 audiometric examinations, obtaining valid audiograms, and properly using, maintaining and checking
17 calibration and proper functioning of the audiometers being used. A technician who operates audiometers
18 does not need to be certified. A technician who performs audiometric tests who is not certified must be
19 responsible to a certified technician or Physician covered by the CONTRACTOR. The CONTRACTOR
20 must receive, maintain, and make available to ADMINISTRATOR upon request, valid certificates for any
21 staff performing these examinations in accordance with the above statements and in response to Section
22 1910.95 (g)(7)(i) of OSHA’s noise standards.

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

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

11. Ensure examining physician discusses with the employee/applicant only such matters

1 uncovered during the examination that are deemed medically significant and urgent, e.g., extremely
2 elevated blood pressure, significant abnormality in EKG, and recommends follow-up accordingly.
3 Medical and clinic staff will not discuss the outcome of the physical examination findings with the
4 employee/applicant with respect to the hiring process. Defer any questions from the employee/applicant
5 to Employee Health Services.

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

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

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

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

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

37 17. Ensure spirometry examinations are performed by a person who has completed a

1 NIOSH-approved course, and x-rays are read by a licensed physician certified in radiology or a B
2 Reader.

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

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

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

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

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

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

35 24. CONTRACTOR shall be responsible only for the collection procedure for the urine
36 drug/alcohol test. COUNTY shall select and contract directly with a laboratory for testing services.
37 CONTRACTOR shall ensure that a legally defensible chain of custody procedure is written and

1 followed from the point the patient is instructed to give a urine sample through sample pick-up by the
 2 designated courier from the drug screening laboratory. The patient shall be asked to provide a urine
 3 sample for drug/alcohol testing during the course of the medical examination. The patient shall be in a
 4 hospital type gown and shall not have access to street clothes, purses, bags, etc. Water to the bathroom
 5 sink shall be turned off, and water in the commode shall be "colored" with blue dye.

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

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

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

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

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

21 4. EFs, Physical Examination Forms, protocols, and standards may be revised by
 22 ADMINISTRATOR, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.
 23 Additional forms, protocols, and standards necessary to carry out Physical Examination Services may be
 24 developed, upon mutual written agreement of CONTRACTOR and ADMINISTRATOR.

25 D. QUALITY ASSURANCE

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

33 2. Performance Outcomes – CONTRACTOR shall ensure that:

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

36 b. 95 percent of all Class 1, Class 2, Class 3 and Class 4 forms and charts shall be error-
 37 free.

1 3. Employee/applicant shall be provided the opportunity to provide feedback on the services
2 and care provided by CONTRACTOR, which shall be made available to COUNTY for review upon
3 request. Means for collecting customer responses are at the discretion of CONTRACTOR and may
4 include customer surveys, ratings or reviews. COUNTY requests a minimum 50 percent response rate,
5 which may be adjusted with prior authorization from ADMINISTRATOR.

6 4. In the event that an informal problem resolution process cannot be successfully resolved at
7 point of services and an employee/applicant files a formal complaint and/or grievance with
8 CONTRACTOR, COUNTY shall be notified and made aware of the issue within twenty four (24)
9 hours of CONTRACTORS normal business days excluding weekends and CONTRACTORS and
10 ADMINISTRATORS holidays or public holidays. . Should the complaint or grievance be validated,
11 CONTRACTOR shall work to resolve the issue within 72hrs hours within CONTRACTORS normal
12 business days from the time in which the incident was reported by the CONTRACTOR to the
13 ADMINISTRATOR, and inform COUNTY of the action and resolution as well as any additional action
14 or process changes required to prevent recurrence.

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

17 1. Pre-placement Physical Examinations

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

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

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

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

32 e. Class 4 Examination: This class of examination shall be provided to approximately at
33 minimum 1 appointment, at maximum 2 appointments per day in public safety classifications. This
34 class of examination is based on Peace Officer Standards Training (POST) guidelines and will serve as a
35 base line for future periodic examinations. This examination must be performed by a physician.

36 2. Periodic Physical Examinations

37 a. Surveillance Examination: This class of examination shall be provided to only those

1 candidates that require it on initial examination, approximately one (1) to two (2) COUNTY employees
 2 per year, as required by law or special circumstances. This examination must be performed by a
 3 physician, with the exception of California DMV, Class B, which may be performed by FMCSA
 4 certified nurse practitioner, physician assistant, or physician. Surveillance examinations include the
 5 following categories:

- 6 1) Asbestos
- 7 2) California DMV, Class B
- 8 3) Crane Operator
- 9 4)
- 10 5) Hazardous Device (Bomb Squad)
- 11 6) Hazardous Material (Initial/Exit)
- 12 7) Lead
- 13 8) Respirator
- 14 9) SCUBA

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

- 18 a. Audiometry (Audio)
- 19 b. Blood Lead Test
- 20 c. Blood Draw
- 21 d. Blood Type Test
- 22 e. Body Fat Analysis by Caliper Method (4 Sites)
- 23 f. California DMV Class B Certification (Forms Only)
- 24 g. Complete Blood Count (CBC) with Differential
- 25 h. Color Vision Test (Hardy-Rand-Rittler)
- 26 i. Consent and Collection of Urine Drug/Alcohol Testing Samples
- 27 j. Electrocardiogram (EKG)
- 28 k. Fitness for Duty Evaluation – a physician, board certified in occupational health, shall
 29 perform a detailed document review of the case information and medical records as provided by the
 30 requesting Agency HR and will delineate the scope of the examination and need for specialty medical
 31 services evaluation within five business days.
 - 32 l. Measles, Mumps, Rubella (MMR) Titer
 - 33 m. Medical History Questionnaire
 - 34 n. MMR Vaccine
 - 35 o. Non-National Institute on Drug Abuse (NIDA) Drug Screen (10 Panel)
 - 36 p. Pulmonary Function Test (PFT)
 - 37 p. PFT, Pre and Post Treadmill

- 1 r. Rectal Examination and Occult Blood, Prostate for Males
- 2 s. SMA 24 Panel with HDL (Fasting)
- 3 t. Stool for Occult Blood Test
- 4 u. Tetanus, Diphtheria, Pertussis (Tdap) Vaccine
- 5 v. Tetanus, Diphtheria (Td) Vaccine Booster
- 6 w. Treadmill/Cardiac Stress Test (Bruce Protocol)
- 7 x. Tuberculin (TB) Purified Protein Derivative (PPD) Skin Test Reading
- 8 y. TB PPD Skin Test and Reading (1-Step)
- 9 z. T-Spot with Prior Authorization
- 10 aa. Urinalysis (Dip Stick)
- 11 ab. Urinalysis (Microscopic)
- 12 ac. Varicella Titer
- 13 ad. Varicella Vaccine
- 14 ae. X-Ray, Any Single Chest
- 15 af. X-Ray, Ankle (3 Views: AP, Lateral, Oblique)
- 16 ag. X-Ray, Cervical Spine (3 Views: AP, Lateral, Odontoid)
- 17 ah. X-Ray, Chest (Left and Right Oblique)
- 18 ai. X-Ray, Chest (PA)
- 19 aj. X-Ray, Chest (PA and Lateral)
- 20 ak. X-Ray, Chest, (Reading by "B" Reader)
- 21 al. X-Ray, Elbow (3 Views: Lateral, Oblique)
- 22 am. X-Ray, Knee (Weight Bearing) (3 Views: AP, Lateral, Oblique)
- 23 an. X-Ray, Lumbo-Sacral Spine (3 Views: Lateral, PA, L5-SI Spot)
- 24 ao. X-Ray, Shoulder (3 Views: AP Interior, AP Exterior Rotator)
- 25 ap. X-Ray, Wrist (3 Views: AP, Lateral, Oblique)
- 26 aq. Zinc Protoporphyrin

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

33 5. Special Requests – Physical Examination Services or procedures by special request shall be
 34 scheduled for the next available appointment. CONTRACTOR shall fax or telephone results to
 35 ADMINISTRATOR as soon as they become available. Reimbursement shall be made in accordance
 36 with subparagraph IV.F.3. of this Exhibit A to the Agreement, plus an additional ten percent (10%) to be
 37 added, contingent upon specialty request not being based upon CONTRACTOR error or omission.

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

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

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

9 a. When a staff member no longer performs work related to the Agreement.

10 b. When a staff member no longer requires access to said system.

11 c. When a staff member leaves employment of CONTRACTOR.

12 d. When a token malfunctions.

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

15 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Services Paragraph of this Exhibit A to the Agreement.

17 **VIII. PRE-EMPLOYMENT MEDICAL SERVICES**

18 A. CONTRACTOR shall provide occupational medical leadership and guidance for the County
19 Employee Health Services department to ensure compliance with all federal, state, and local agency
20 regulations.
21

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

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

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

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

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

36 G. CONTRACTOR shall provide evaluation of the County pre-placement and surveillance medical
37 examination programs.

1 H. CONTRACTOR shall work/collaborate with contracted Occupational Health Vendor on behalf
2 of the County, for the provision of Occupational Health services including requirements as referenced
3 above in sections E, F and G.

4 I. CONTRACTOR shall provide oversight of, and occupational medicine expertise for,
5 aerosolized transmissible disease and blood borne pathogen post-exposure planning and policies.

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

9 K. CONTRACTOR shall provide recommendation of appropriate specialists for fitness for duty
10 evaluations as necessary.

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 PHYSICAL EXAMINATION AND PRE-EMPLOYMENT MEDICAL SERVICES
 WITH
 MEMORIALCARE MEDICAL FOUNDATION
 SEPTEMBER XX, 2021 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

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

3 2. "Confidential information" means information that:

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

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

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

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

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

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

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

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

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

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

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

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

26 6. "Security Incident" means:

27 a. an attempted breach; or

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

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

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

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1 Furthermore, an information security incident may also include an event that constitutes a violation or
 2 imminent threat of violation of information security policies or procedures, including acceptable use
 3 policies.

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

6 7 **III. DISCLOSURE RESTRICTIONS**

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

14 15 **IV. USE RESTRICTIONS**

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

19 20 **V. SAFEGUARDS**

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

31 32 **VI. SECURITY**

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

37 //

VII. SECURITY OFFICER

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

VIII. TRAINING

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

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

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

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

IX. EMPLOYEE DISCIPLINE

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

X. BREACH AND SECURITY INCIDENT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Stephanie Plowman

27 E-mail: splowman@ochca.com

28 Telephone: (714) 565-3782

29
30 ADMINISTRATOR Contract Manager

31 County of Orange

32 Health Care Agency

33 405 W. 5th Street, Suite 600

34 Santa Ana, California 92701

35 Attention: Lynn Miles

36 E-mail: lymiles@ochca.com

37 Telephone: (714) 834-3137

1
2 ADMINISTRATOR Privacy Officer
3 County of Orange
4 Orange County Information Technology (OCIT)
5 1055 N. Main Street
6 Santa Ana, California 92701
7 Attention: Linda Le
8 E-mail: linda.le@ocit.ocgov.com
9 Telephone: (714) 834-4082

10
11 ADMINISTRATOR Information Security Officer
12 County of Orange
13 Health Care Agency
14 200 W. 5th Street
15 Santa Ana, California 92701
16 Attention: David Castellanos
17 E-mail: dcastellanos@ochca.com
18 Telephone: (714) 834-3433

19
20 **XI. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING**

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

25
26 **XII. REQUEST FOR COUNTY PCI BY THIRD PARTIES**

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

32
33 **XIII. AUDITS**

34 Inspection and Enforcement COUNTY may inspect the facilities, systems, books and records of
35 CONTRACTOR to monitor compliance with this Exhibit. CONTRACTOR shall promptly remedy any
36 violation of any provision of this Exhibit and shall certify the same to the COUNTY Program Contract
37 Manager in writing.

1 **XIV. RETURN OR DESTRUCTION OF COUNTY PCI ON EXPIRATION OR**
 2 **TERMINATION**

3 Upon expiration or termination of the agreement between CONTRACTOR and COUNTY for any
 4 reason, CONTRACTOR shall securely return or destroy the COUNTY PCI. If return or destruction is
 5 not feasible, CONTRACTOR shall provide a written explanation to ADMINISTRATOR,
 6 ADMINISTRATOR Privacy Officer, and ADMINISTRATOR Information Security Officer, using the
 7 contact information listed in Section X.F., above.

8 A. Retention Required by Law: If required by state or federal law, CONTRACTOR may retain,
 9 after expiration or termination, COUNTY PCI for the time specified as necessary to comply with the
 10 law.

11 B. Obligations Continue Until Return or Destruction: CONTRACTOR's obligations under this
 12 Exhibit shall continue until CONTRACTOR returns or destroys COUNTY PCI to COUNTY; provided
 13 however, that on expiration or termination of the agreement between CONTRACTOR and COUNTY,
 14 CONTRACTOR shall not further use or disclose the COUNTY PCI except as required by state or
 15 federal law.

16 C. Notification of Election to Destroy COUNTY PCI: If CONTRACTOR elects to destroy the
 17 COUNTY PCI, CONTRACTOR shall certify in writing, to ADMINISTRATOR, ADMINISTRATOR
 18 Privacy Officer, and ADMINISTRATOR Information Security Officer, using the contact information
 19 listed in Section X.F., above, that the COUNTY PCI has been securely destroyed. The notice shall
 20 include the date and type of destruction method used.

21
 22 **XV. AMENDMENT**

23 The parties acknowledge that federal and state laws regarding information security and privacy
 24 rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure
 25 compliance with such laws. The parties specifically agree to take such action as is necessary to
 26 implement new standards and requirements imposed by regulations and other applicable laws relating to
 27 the security or privacy of COUNTY PCI. The parties agree to promptly enter into negotiations
 28 concerning an amendment to this Exhibit consistent with new standards and requirements imposed by
 29 applicable laws and regulations.

30
 31 **XVI. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS**

32 CONTRACTOR shall make itself and any subcontractors, workforce employees or agents assisting
 33 CONTRACTOR in the performance of its obligations under the agreement between CONTRACTOR
 34 and COUNTY, available to ADMINISTRATOR at no cost to COUNTY to testify as witnesses, in the
 35 event of litigation or administrative proceedings being commenced against COUNTY, its director,
 36 officers or employees based upon claimed violation of laws relating to security and privacy, which
 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
12 terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is
13 consistent 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 AND PRE-EMPLOYMENT MEDICAL SERVICES
WITH
MEMORIALCARE MEDICAL FOUNDATION
SEPTEMBER XX, 2021 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.

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

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

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

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

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

19 B. System Security Controls

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

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

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

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

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

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

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

6 C. Audit Controls

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

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

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

16 D. Business Continuity/ Disaster Recovery Controls

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

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

28 E. Paper Document Controls

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

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

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

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

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

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

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